

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, JANUARY 9, 2018

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

**TIME: 6:00 PM Closed Session
7:00 PM Open Session**

AGENDA

- | | | |
|-----------|---|----------------|
| 1. | Call to Order | Pg. No. |
| 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: None.

3.2 Educational Services:
3.2.1 Findings of Fact #17-18/#34,35,36
3.2.2 Early Graduation – WHS #10335146
3.3.3 Application for Reinstatement #17-18/#11, 12, 13, 14, 15, 16, 17, 18, 19, 20

3.3 Human Resources:
3.3.1 Release Probationary Classified Employees #UCL-289
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain __
3.3.2 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain __
3.3.3 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/#34,35,36

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

6b Report Out of Action Taken on Early Graduation – WHS #10335146

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

6c Report Out of Action Taken on Application for Reinstatement #17-18/#11, 12, 13, 14, 15, 16, 17, 18, 19, 20

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

6d Report Out of Action Taken on Release Probationary Classified Employees #UCL-289

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

7. Approve Regular Minutes of December 12, 2017

1-7

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

8. Student Representative Reports: West High FFA: Dalton Davis, Diego Aguirre, Billy Brister; Tracy High FFA: Camryn Lanning, Abigaile Watrous

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

10.1 Bohn Elementary School Presentation

10.2 Monte Vista Middle School Presentation

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.

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:

12.1 Administrative & Business Services: 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 Approve Accounts Payable Warrants (November, 2017)
(Separate Cover Item)

8

13.1.2	Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District	9-10
13.1.3	Accept the Parent Organization/Booster Club Applications Submitted for the 2017-2018 School Year	11
13.1.4	Approve Payroll Reports (November, 2017)	12-16
13.1.5	Approve Revolving Cash Fund Reports (November, 2017)	17-19
13.1.6	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	20-23
13.1.7	Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	24-26

13.2 Educational Services:

13.2.1	Approve Memorandum of Understanding (MOU) Addendum between Galt Joint Union High School District as LEA for the Central Region Agricultural Education Career Pathways Consortium, California Career Pathways Trust Grantee (CRAECPC), and Tracy High School/Tracy Unified School District for the 2017-18 Supplemental Allocation	27-34
13.2.2	Approve Out of State Travel for Kimball High School Activities Director, Bookkeeper and Administrator to attend the California Association of Directors of Activities (CADA) Conference in Reno, NV on February 28-March 3, 2018	35
13.2.3	Approve Overnight Travel for Teacher, Mrs. Jennifer Grover and Student, Evalina Maas-Espinoza to Attend the CAL ACDA All-State Honor Choir in San Jose, CA on February 15-17, 2018	36
13.2.4	Ratify Overnight Travel for the West High School Academic Decathlon Team to Attend an Academic Retreat at Jellystone Park Camp Resort in Lodi, CA on January 5-7, 2018	37
13.2.5	Approve Overnight Travel for West High Track Team and Coaches to Attend the Arcadia Invitational in Arcadia, CA on April 6-8, 2018	38
13.2.6	Approve Memorandum of Understanding (MOU) with San Joaquin County Office of Education (SJCOE), Teaching Opportunities for Partners in Science (TOPS), using Great Explorations in Math and Science (GEMS) Materials to Provide Science Enrichment to McKinley Elementary School 4th and 5th Grade Students for the 2017-2018 School Year	39-41
13.2.7	Approve Agreement for Special Contract Services with Teaching Proficiency through Reading and Storytelling (TPRS) for World Language Teachers during the 2017-2018 School Year	42-45
13.2.8	Approve Agreement for Special Contract Services with McGraw Hill to Provide Professional Development to TK-5 ELA Teachers on Using Wonders/Maravillas ELD Materials	46-49
13.2.9	Approve Agreement for Special Contract Services with McGraw-Hill to Provide Professional Development to K-6 ELA/ELD Teachers at a One Saturday Day Wonders Workshop at Jacobson Elementary School on February 3, 2018	50-53

13.2.10 Approve Out of State Travel for West High Art Teacher, Alex Nelson, to Attend the 2018 National Art Education Association's National Convention in Seattle, Washington on March 22-24, 2018 **54**

13.2.11 Approve Out of State Travel for Two Art Freiler School Administrators and Five Teachers to Attend Kagan Structures Level I: Cooperative Learning in Las Vegas, NV on February 16-19, 2018 **55**

13.3 Human Resources:

13.3.1 Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment **56-57**

13.3.2 Approve Classified, Certificated, and/or Management Employment **58-59**

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 Accept the Fiscal Year 2016-17 Annual Financial Audit (Separate Cover Item) **60**

Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___

14.2 Educational Services:

14.2.1 Adopt New Board Policy 5116.2 Involuntary Student Transfers (Second Reading) **61-64**

Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___

14.3 Human Resources:

14.3.1 Approve Internship Agreement with National University **65-71**

Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___

14.3.2 Authorize the Revised Declaration of Need for the 2017-2018 School Year **72-75**

Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___

14.3.3 Approve Variable Term Waivers for Special Education Teachers – Added Authorization in Special Education (AASE); Autism Spectrum **76-77**

Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___

14.3.4 Approve Administrative Fieldwork Agreement with Concordia University **78-87**

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** January 23, 2018
- 17.2** February 13, 2018
- 17.3** February 27, 2018

18. Upcoming Events:

- | | | |
|-------------|-------------------|---------------------------|
| 18.1 | January 15, 2018 | No School: MLK Day |
| 18.2 | January 26, 2018 | No School: Staff Dev. Day |
| 18.3 | February 12, 2018 | No School: Lincoln's Day |
| 18.4 | February 19, 2018 | No School: Presidents Day |

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, December 12, 2017**

- 5:30 PM:** 1-3. President Costa 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
- 7:00 PM** 5. President Costa called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Action Taken on Findings of Fact #17-18/#19, 21, 24, 25, 32, 33
Action: Guzman, Arriola. **Vote:** Yes-7; No-0.
6b Report Out of Action Taken on Release Probationary Classified Employees #UCL-287
Action: **Release Vote:** Yes-7; No-0.
6c Report Out of Action Taken on Board Action Taken and Potential Unpaid Suspension Pending Further Resolution Including Potential Discharge - Classified Employee #UCL-288
Action: Pulled. **Vote:** None.
- Minutes:** 7. Approve Regular Minutes of November 14 2017
Action: Silva, Arriola. **Vote:** Yes-7; No-0; Abstain
- Employees Present:** J. Nott, L. Flores, R. Call, L. Nelson, T. Serrano-Quijada, B. Carter, J. Stocking, M. Masuda, J. Haggmark, M. Hill, T. Shahhosseini, L. Huerta, C. Olvera, A. Gossett, C. Woo, M. Beattie
- Press:** D. Rizzo, Tracy Press
- Visitors Present:** C. Hurst, P Bryant, C. Ramos, S. Kim, D. Ford, B. Bautista, L. Minne, H. Ibarra, K. Hill
- Board Organization** 8.1 Elect Officers: President, Vice President, Clerk
Action: Nominate Greg Silva as president, Sondra Gilbert as Vice President and Dan Arriola as Clerk.
Vote: Gouveia, Vaughn. Yes-7; No-0.
- 8.2 Appoint Representatives to the following committees:
Budget; CALSSD; City Schools Liaison; District Attendance Area; Facilities

Advisory; Facility Use Policy Review; Family Life, Legislative Action, SJCSBA; Special Ed; TAPFFA; Tracy Learning Center/Ad Hoc Board Member; Charter Schools; Tracy Parks

Action: Gouveia, Guzman. Keep the same committees but add the following changes: Add Dan Arriola as alternate to CALSSD and Family Life; add Sondra Gilbert to Family Life. **Vote:** Yes-7; No-0.

8.3 Approve Board Meeting Calendar

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

Student Rep Reports:

9. West High: Payton Bryant, Kaylin Hill reported that their music program held their winter concert last Friday. Everyone had a great time and the band members wore ugly sweaters. Drama has been busy with their performance of “Arsenic and Old Lace”. Students visited the Twitter headquarters in San Francisco, with former teacher, Matt Soeth. It was a great conference and they learned about fake news. The anti-bullying event was great and they thanked all who attended. Over 80 leadership students attended and cheered on everyone who walked down the red carpet. Students helped out with the holiday parade on December 2. Over 3000 people attended with over 40 entries. It was nice to walk in the parade and spread holiday cheer. They congratulated Mr. Pekari for being named male citizen of the year and Mr. Brown for being named administrator of the year. The Winter Ball was last Saturday and was a great success. Finals are starting tomorrow. They wished everyone a holly jolly winter break.

Stein High: Kayla Powers was not able to attend tonight.

Kimball High: Chloe Ramos commented that they worked hard on planning their Sadie Hawkins dance aka a Black Tie Affair on December 2nd. This year’s theme was *Winter Wonderland*. They decorated with snowflakes, sparking pine cones and evergreen trees. The hot chocolate bar was a great success. They thanked the staff and administration for staying and helping clean up. The annual staff breakfast was prepared by leadership and parents for the teachers. The winter teams for sports have been working hard. After winter break the boys’ basketball team will go up against Oakdale. Drama and arts were busy with concerts and their play. Finals this week will be stressful but they will have a variety of activities to relieve the stress like popping bubble wrap. They wished everyone happy holidays.

Tracy High: Marti Rhinehart was not able to attend tonight.

Recognition & Presentations:

10.1 Recognize Tracy Unified School District Retirees for the 2017-2018 School Year

President Silva recognized Elizabeth Huerta as a Tracy Unified School District Retiree for the 2017-2018 School Year. Dr. Stephens presented her with a gift of a clock.

Information & Discussion Items:	11.1	Administrative & Business Services:
	11.1.1	<p>Receive Report on the 2017-18 Tracy Unified School District Budget, Including the Impact of Increased Pension Costs and Planned Steps to Present a Fiscally Responsible Budget for the 2018-19 School Year</p> <p>Associate Superintendent of Business Services, Dr. Casey Goodall, presented a power point which reviewed the four primary sources of state funding. He also reviewed STRS and PERS amounts that are increasing to 14.43% for STRS and 15.53% for PERS with large annual increases planned for the next several years. This additional cost is \$1.76 million just for the 2017-18 year. A CSBA survey found that 43% districts have already cut programs that are in their LCAP, 68% of those who have not yet cut but anticipate making cuts. He then reviewed TUSD's planned budget reductions.</p>
	11.2	Educational Services:
	11.2.1	<p>Receive Report on The California Dashboard - Fall 2017</p> <p>Director of Curriculum, Accountability & Continuous Improvement, Dr. Carol Anderson-Woo, presented a power point reviewing fall release of California schools dashboard, alternative school status and California's system of support. The district and school sites will be analyzing data, working with the county office for technical assistance and in the Spring of 2018, will revise the LCAP and SPSAs for the 2018-19 school year.</p>
	11.2.2	<p>Receive Report on the Tracy Unified School District Induction Program</p> <p>Director of Staff Development, Melissa Beattie, reported that the district has sponsored this program for the past 17 years. It is supporting 73 teachers this year. She is requesting that Item 15.2.2 (Reaffirming Program Sponsorship and Assurances for the TUSD Induction Program) be approved by the board for the programs continued operation.</p>
Hearing of Delegations	12.	None.
Public Hearing:	13.1.1	Administrative & Business Services: None.
Consent Items:	14.	<p>Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.</p> <p>Action: (not including 14.1.2) Vaughn, Guzman. Vote: Yes-7; No-0. Action on 14.1.2: Guzman, Gouveia. Vote: Yes-6; No-0; Abstain-1(Arriola)</p>
	14.1	Administrative & Business Services:

- 14.1.1 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
- 14.1.2 Approve Entertainment, Assembly, Service, Business and Food Vendors
- 14.1.3 Accept the Parent Organization/Booster Club Applications Submitted for the 2017-2018 School Year
- 14.1.4 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 14.1.5 Ratify Measure B and Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

- 14.2 **Educational Services:**
- 14.2.1 Approve Memorandum of Understanding with San Joaquin County Office of Education for the Artists-In-Residence Program at Art Freiler School for the 2017-2018 School Year
- 14.2.2 Approve Agreement with California State University, Stanislaus' Great Valley Writing Project to Provide Professional Development to 6-8 ELA Teachers and Paraprofessionals at North School for the 2017-2018 School Year
- 14.2.3 Approve Agreement for Special Contract Services with Lifesaver CPR to Provide CPR, AED, and First Aid Training to Single Subject Physical Education and CTE Teachers at the March 2, 2018 Buy Back Day
- 14.2.4 Approve Out of State Travel and Attendance to Harvard's School Mental Health Conference by the Coordinator of Prevention Services in Boston, Massachusetts January 26-28, 2018
- 14.2.5 Approve Out of State Travel for West High School Activities Director and Administrator to Attend the California Association of Directors of Activities (CADA) in Reno, NV on February 28-March 3, 2018
- 14.2.6 Approve Overnight Travel for Forty-Eight Tracy High AVID Students and Five Advisors to Visit Colleges in Los Angeles, CA on April 12-15, 2018
- 14.2.7 Approve Overnight Travel for the Tracy High School Mock Trial Team and Advisors to Attend the Carmel Mock Trial Invitational in Carmel, CA on January 12-14, 2018
- 14.2.8 Approve Agreement for Special Contract Services with Solution Tree to Provide a Professional Learning Community (PLC) On-site Training at West High School for the January 26, 2018 Buy Back Day
- 14.2.9 Approve Overnight Travel for the Advanced Drama Students to Attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on March 22-25, 2018
- 14.2.10 Approve Out of State Travel for West High Track Team, and Five Coaches to Attend the Oregon Relays in Eugene, Oregon on April 12-15, 2018
- 14.2.11 Approve Agreement for Special Contract Services with Stanley L. Pesick, Ph.D. to Provide Middle and High School Teachers Social Studies Training on Reading, Writing and Thinking Historically:

Implementing the Common Core's Goal of Academic and Disciplinary Literacy

- 14.2.12 Ratify Contract with Haynes Family of Programs, S.T.A.R. Academy NPA for Compensatory Education of Academic Tutoring for the 2017-2018 School Year
- 14.2.13 Ratify Special Contract Services with Genesis Behavior Center, Inc. for Independent Educational Evaluation/FBA Assessment
- 14.2.14 Ratify Master Contract and Individual Services Agreement with Sierra School, NPS, for 2017-2018 School Year (Separate Cover Item)
- 14.2.15 Ratify Master Contract and Individual Services Agreement with Stockton Education Center, NPS, for 2017-2018 School Year (Separate Cover Item)
- 14.2.16 Ratify Agreement with Valley Community Counseling Services (VCCS) to Provide Additional Mental Health Services to Students at Kimball High School (KHS) for the 2017-2018 School Year
- 14.2.17 Approve Memorandum of Understanding (MOU) Addendum between Galt Joint Union High School District as LEA for the Central Region Agricultural Education Career Pathways Consortium, California Career Pathways Trust Grantee (CRAECPC), and Merrill F. West High School/Tracy Unified School District for the 2017-18 Supplemental Allocation

14.3 Human Resources:

- 14.3.1 Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment
- 14.3.2 Approve Classified, Certificated, and/or Management Employment
- 14.3.3 Approve Adjustment of Placement of Management Salary

Action Items:

15.1 Administrative & Business Services:

- 15.1.1 Accept the Annual Report on the Collection and Expenditure of Development Fees for Fiscal Year 2016/2017
- Action:** Guzman, Gouveia. **Vote:** Yes-7; No-0.
- 15.1.2 Certify 2017-2018 Fiscal Year First Interim Report (Separate Cover Item)
- Gouveia, Arriola. **Vote:** Yes-7; No-0.

15.2 Educational Services:

- 15.2.1 Adopt New Board Policy 5116.2 Involuntary Student Transfers (First Reading)
- Action:** Gilbert, Gouveia. **Vote:** Yes-7; No-0.
- 15.2.2 Reaffirm Program Sponsorship and Assurances for the Tracy Unified School District Induction Program
- Action:** Arriola, Costa. **Vote:** Yes-7; No-0.

15.3 Human Resources: None.

Board Reports:

Trustee Costa congratulated Troy Brown for being named the administrator of the

year by the Tracy Chamber. She attended the city school liaison meeting. The city gave copies of the new resource guide that they have. Anyone interested in having one can get one at the city. It has a lot of useful information. Trustee Vaughn attended College Bound last weekend at Kimball. It was a great meeting and the presentation was on social media. He also attended the Kimball v. Mountain House basketball game. Many of the kids used to go to school together. They had great sportsmanship and Kimball won. He wished all of management, superintendents, teachers, classified and students a very Merry Christmas and Happy New Year. Trustee Gouveia congratulated Mr. Brown and Mr. Pekari. He attended the Parks Commission meeting. They have named their new director, Brian MacDonald, a former graduate of TUSD. They are looking at services for the youth community as well as senior citizens. He wished everyone a Merry Christmas and Happy New Year and is looking forward to 2018. Trustee Guzman thanked Jill Costa for her work as president and congratulated Greg Silva as the new board president. He also congratulated Mr. Brown and Mr. Pekari for their awards. He commented that the state needs to wake up and make some changes and urged people to get ahold of your legislators because that's where we need to make the change. He wished everyone a Happy New Year and Merry Christmas. Trustee Arriola appreciates and congratulates Mr. Brown and Mr. Pekari for their work and also Malorie Bournazian for being named the Emerging Youth Leader. He had the opportunity to attend the CSBA annual conference. He enjoyed networking with other school board members. The challenges we are facing are not unique. He attended various sessions and is unsatisfied with the conversation on STRS and PERS. CSBA stated that it was an issue for us to fix and their strategy was to have better communication. He wished everyone a nice holiday season and new year. Trustee Gilbert would like to thank Casey Goodall for his presentation tonight. She wished everyone a Merry Christmas and good New Year. Trustee Silva congratulated Mr. Brown and Mr. Pekari. It is well deserved. We need to have a fiscally responsible budget. It only can be fixed in Sacramento, not the school board. People need to get ahold of your legislators, state senators and governors. He recently retired and has more free time. He was able to attend a school site visit with Dr. Stephens and saw several classrooms. The level of education our kids get has gone up over the years. Students are learning more earlier now and that is a reflection on the level of technology and the level of skill and training that our teachers have. He congratulated all staff who work hard every day. He hopes everyone has a joyous holiday season.

**Superintendent
Report:**

Dr. Stephens congratulated Mr. Brown and Mr. Pekari. Both are very well deserved. On November 15th he attended the district wide FFA ag dinner. We had the best turnout in the county. We have a very strong program. At our last board meeting it was disturbing to hear information about school climate from the LGBTQ group. Mr. Brown and he met with the GSA clubs and the San Joaquin Pride Center and will continue their discussion and dialogue because every student should feel safe on our campuses. Dr. Schneider has been working with Bechtel. They are getting out of the funding business but love what we are doing and gave us ideas and other groups to contact and work with. We are working on our abstraction and will go out and market ourselves. Today, he attended the football

luncheon. It was a great group and great lunch. He wished everyone a Merry Christmas.

Adjourn 8:59 pm

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: December 11, 2017
SUBJECT: Approve Accounts Payable Warrants (November, 2017)

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

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

FUNDING: N/A

RECOMMENDATION: Approve Accounts Payable Warrants (November, 2017).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: December 11, 2017
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:

Freiler Elementary School:

1. Tracy Unified School District/Freiler Elementary School: From Andrew Haynes, 5 benches valued at a total of \$1,000.00. These benches were made by Andrew for his Eagle Scout project and they will benefit the students of Freiler School.
2. Tracy Unified School District/Freiler Elementary School: From the Freiler Staff Parent Association (F.S.P.A.) for the amount of \$1,166.24 (ck. #5033). This donation has gone towards 2nd grade copy charges and ASB supplies.
3. Tracy Unified School District/Freiler Elementary School: From the Art Freiler School Recycle Club, recycle containers valued at a total of \$3,988.43. This donation will be used to continue the recycling efforts at Freiler School.

Kimball High School:

1. Tracy Unified School District/Kimball High School: From the Kimball High Athletic Booster Club for the amount of \$5,250.00 (ck. #2452). This donation will be used to towards the purchase of football equipment and uniforms.
2. Tracy Unified School District/Kimball High School: From the Kimball Parent Teacher Student Association (P.T.S.A.) for the amount of \$1,601.00 (ck. #1055). This donation will be used towards the purchase of a new school marquee.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From the Tracy Breakfast Lions for the amount of \$500.00 (ck. #5574). This donation will benefit Tracy High Schools Future Farmers of American (F.F.A.) program.
2. Tracy Unified School District/Tracy High School: From the Tracy Breakfast Lions for the amount of \$4,554.29 (ck. #5577). This donation stems from concession

stand proceeds earned during the 2017 football season. It will benefit Tracy High School athletics.

3. Tracy Unified School District/Tracy High School: From Leprino Foods for the amount of \$1,500.00. This donation is a contribution for scholarships for the 2017/2018 school year.

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: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: December 11, 2017
SUBJECT: Accept the Parent Organization/Booster Club Applications Submitted for the 2017-2018 School Year

BACKGROUND: The District recognizes the importance of having parent support/booster clubs that enhance and assist in furthering the educational opportunities of students. Community support organizations (CBO's) such as Parent Teacher Clubs, Parent Teacher Associations, Athletics Boosters, Band Boosters, Advisory Groups, and any other organizations approved by the Board, promote, encourage, and support the approved academic, co-curricular, and extra curricular activities of the district. The following application has been submitted for review and acceptance:

West High School:

1. West High School Home Field Advantage Booster Club

RATIONALE: Acceptance is recommended in order to meet two of the District's strategic goals: strategic goal #2 – Create a quality and effective learning environment for all students; and strategic goal #7, to develop and utilize partnerships to achieve district goals that impact student achievement and increase value/satisfaction to the community.

FUNDING: There are no financial obligations associated with this agenda however sites and departments of the District may incur responsibilities and costs associated with donations made through the (CBO's) fundraising endeavors.

RECOMMENDATION: Accept the Parent Organization/Booster Club Applications Submitted for the 2017-2018 School Year.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: December 11, 2017
SUBJECT: Approve Payroll Reports (November, 2017)

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

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #7-Develop Powerful Educational Leaders.

FUNDING: N/A

RECOMMENDATION: Approve Payroll Reports (November, 2017).

Prepared by: Reed Call, Director of Financial Services.

Pay30

Payroll Fund/Object Recap for County Interface

Pay Date 11/09/2017

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE WARRANTS SUMMARY

Fund	01	SACS Object	Amount	
		1100	314,686.07	Teachers' Salaries
		1200	4,102.52	Cert Pupil Support Salaries
		1900	2,050.00	Other Certificated Salaries
		2100	32,685.29	Instructional Aides' Salaries
		2200	112,592.73	Classified Support Salaries
		2300	317.00	
		2400	15,743.54	Clerical & Office Salaries
		2900	5,330.01	Other Classified Salaries
		Total Labor	487,507.16	

Fund	01	SACS Object	Amount	
		3101	33,773.63	STRS On 1000 Salaries
		3201	556.01	PERS On 1000 Salaries
		3202	4,338.53	PERS On 2000 Salaries
		3301	5,820.36	
		3302	10,334.08	
		3501	160.56	State Unemploy On 1000 Salary
		3502	83.30	State Unemploy On 2000 Salary
		3601	6,171.17	Worker'S Comp Ins On 1000 Sal
		3602	3,205.88	Worker'S Comp Ins On 2000 Sal
		Total Contributions	64,443.52	

Fund	11	SACS Object	Amount	
		1100	16,388.44	Teachers' Salaries
		1200	2,952.69	Cert Pupil Support Salaries
		2100	1,082.68	Instructional Aides' Salaries
		2400	2,785.35	Clerical & Office Salaries
		Total Labor	23,209.16	

Fund	11	SACS Object	Amount	
		3101	1,850.95	STRS On 1000 Salaries
		3202	168.16	PERS On 2000 Salaries
		3301	251.07	
		3302	225.02	
		3501	9.68	State Unemploy On 1000 Salary
		3502	1.93	State Unemploy On 2000 Salary
		3601	372.01	Worker'S Comp Ins On 1000 Sal
		3602	74.41	Worker'S Comp Ins On 2000 Sal
		Total Contributions	2,953.23	

Fund 12	SACS Object	Amount	
	2100	3,473.52	Instructional Aides' Salaries
	2900	353.16	Other Classified Salaries
	Total Labor	3,826.68	
Fund 12	SACS Object	Amount	
	3102	19.25	STRS On 2000 Salaries
	3202	69.15	PERS On 2000 Salaries
	3302	167.80	
	3502	1.92	State Unemploy On 2000 Salary
	3602	73.60	Worker'S Comp Ins On 2000 Sal
	Total Contributions	331.72	
Fund 13	SACS Object	Amount	
	2200	22,858.67	Classified Support Salaries
	2300	1,436.99	
	Total Labor	24,295.66	
Fund 13	SACS Object	Amount	
	3202	1,210.84	PERS On 2000 Salaries
	3302	1,262.89	
	3502	12.21	State Unemploy On 2000 Salary
	3602	467.39	Worker'S Comp Ins On 2000 Sal
	Total Contributions	2,953.33	

ESCAPE ONLINE

Pay30

Payroll Fund/Object Recap for County Interface

Pay Date 11/30/2017

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	01	SACS Object	Amount	
		1100	4,689,428.31	Teachers' Salaries
		1200	281,374.56	Cert Pupil Support Salaries
		1300	521,886.22	Cert Suprvrs' & Admins' Sal
		1900	66,773.77	Other Certificated Salaries
		2100	386,007.36	Instructional Aides' Salaries
		2200	727,197.50	Classified Support Salaries
		2300	178,808.81	Class Suprvrs' & Admins' Sal
		2400	427,380.47	Clerical & Office Salaries
		2900	43,671.89	Other Classified Salaries
		Total Labor	7,322,528.89	
Fund	01	SACS Object	Amount	
		3101	779,463.27	STRS On 1000 Salaries
		3102	3,679.58	STRS On 2000 Salaries
		3201	24,081.78	PERS On 1000 Salaries
		3202	259,443.11	PERS On 2000 Salaries
		3301	78,820.28	
		3302	121,501.15	
		3401	561,557.49	
		3402	246,764.97	
		3501	2,779.91	State Unemploy On 1000 Salary
		3502	880.28	State Unemploy On 2000 Salary
		3601	106,936.32	Worker'S Comp Ins On 1000 Sal
		3602	33,912.46	Worker'S Comp Ins On 2000 Sal
		3701	67,288.56	
		3702	35,970.56	
		Total Contributions	2,323,079.72	
Fund	11	SACS Object	Amount	
		1100	8,088.82	Teachers' Salaries
		1300	617.27	Cert Suprvrs' & Admins' Sal
		2100	4,391.13	Instructional Aides' Salaries
		2200	2,075.62	Classified Support Salaries
		2400	10,765.16	Clerical & Office Salaries
		Total Labor	25,938.00	
Fund	11	SACS Object	Amount	
		3101	1,256.29	STRS On 1000 Salaries
		3202	2,676.28	PERS On 2000 Salaries
		3301	117.89	
		3302	1,233.73	
		3401	805.10	
		3402	2,866.80	
		3501	4.35	State Unemploy On 1000 Salary
		3502	8.61	State Unemploy On 2000 Salary
		3601	167.47	Worker'S Comp Ins On 1000 Sal
		3602	331.47	Worker'S Comp Ins On 2000 Sal
		Total Contributions	9,467.99	

Fund 12	SACS Object	Amount	
	1300	778.05	Cert Suprvsrs' & Admins' Sal
	2100	5,978.73	Instructional Aides' Salaries
	Total Labor	6,756.78	
Fund 12	SACS Object	Amount	
	3101	112.27	STRS On 1000 Salaries
	3102	330.87	STRS On 2000 Salaries
	3202	366.41	PERS On 2000 Salaries
	3301	10.28	
	3302	255.69	
	3401	68.02	
	3402	57.78	
	3501	0.39	State Unemploy On 1000 Salary
	3502	2.99	State Unemploy On 2000 Salary
	3601	14.97	Worker'S Comp Ins On 1000 Sal
	3602	115.01	Worker'S Comp Ins On 2000 Sal
	Total Contributions	1,334.68	
Fund 13	SACS Object	Amount	
	2200	118,729.64	Classified Support Salaries
	2300	23,014.20	Class Suprvsrs' & Admins' Sal
	2400	11,285.97	Clerical & Office Salaries
	Total Labor	153,029.81	
Fund 13	SACS Object	Amount	
	3202	19,259.89	PERS On 2000 Salaries
	3302	10,445.44	
	3402	14,198.88	
	3502	76.47	State Unemploy On 2000 Salary
	3602	2,943.57	Worker'S Comp Ins On 2000 Sal
	Total Contributions	46,924.25	

ESCAPE ONLINE



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: December 11, 2017
SUBJECT: **Approve Revolving Cash Fund Reports (November, 2017)**

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

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

FUNDING: N/A

RECOMMENDATION: Approve Revolving Cash Fund Reports (November, 2017).

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

12/01/17

TUSD
REVOLVING CASH FUND
November 2017

Date	Num	Name	Memo	Paid Amount
11/02/2017	9328	MOEMS	PO18-01493	
			01-3010-0-1110-1000-4300-430-3002	-129.00
TOTAL				-129.00
11/07/2017	9329	CENTRAL REGION CATA	Central Region Road Show Conference and ...	
			01-7010-0-1110-1000-5200-700-6512	-390.00
TOTAL				-390.00
11/17/2017	9330	BUREAU OF EDUCATION & RES...	Conference 11/27/17 & 11/29/17	
			01-0000-0-5770-1110-5200-800-2323 11/27/20...	-498.00
			01-0000-0-5770-1110-5200-800-2323 11/29/20...	-498.00
TOTAL				-996.00
11/17/2017	9331	CMC-NORTH	CONFERENCE 12/1-3/2017 MEIRON LELAURIN	
			01-3010-0-1110-2140-5200-340-3002	-470.00
TOTAL				-470.00
11/29/2017	9332	REGINA PASTORE-JOHOSKY	11/30/2017 PAYDATE	
			01-0000-0-1110-1000-1100-609-8999	-796.61
TOTAL				-796.61
11/30/2017	9333	DEPARTMENT OF MOTOR VEHIC...	PO18-00312 DMV FEES	
			01-0723-0-1110-3600-5800-840-9702	-36.50
			01-0724-0-5750-3600-5800-840-9702	-36.50
TOTAL				-73.00
11/30/2017	9334	DEPARTMENT OF MOTOR VEHIC...	PO18-00312 DMV FEES	
			01-0723-0-1110-3600-5800-840-9702	-36.50
			01-0724-0-5750-3600-5800-840-9702	-36.50
TOTAL				-73.00
11/30/2017	9335	DEPARTMENT OF MOTOR VEHIC...	PO18-00312 DMV FEES	
			01-0723-0-1110-3600-5800-840-9702	-36.50
			01-0724-0-5750-3600-5800-840-9702	-36.50
TOTAL				-73.00
11/30/2017	9336	DEPARTMENT OF MOTOR VEHIC...	PO18-00312 DMV FEES	
			01-0723-0-1110-3600-5800-840-9702	-36.50
			01-0724-0-5750-3600-5800-840-9702	-36.50
TOTAL				-73.00

12/01/17

TUSD
REVOLVING CASH FUND
November 2017

Date	Num	Name	Memo	Paid Amount
11/30/2017	9337	DEPARTMENT OF MOTOR VEHIC...	PO18-00312 DMV FEES	
			01-0723-0-1110-3600-5800-840-9702	-36.50
			01-0724-0-5750-3600-5800-840-9702	-36.50
TOTAL				-73.00



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: December 6, 2017
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
JANUARY 9, 2017
SUMMARY OF SERVICES

A. Vendor: School Services of California, Inc.
Site: District Wide
Item: Agreement - Ratify
Services: Review budget and negotiation documents, provide preliminary consultation, and perform other services required prior to or beyond the initial negotiation stage.
Cost: Consultant \$295 per hour, plus expenses, Assistant Director \$215 per hour, Consulting Coordinator \$200 per hour, Support Staff \$145 per hour.
Project Funding: General Fund

B. Vendor: RGM and Associates
Site: Various School Sites
Item: Exhibit E to Agreement
Services: Project management and coordination between contractors and school district with regard to the lighting retrofit project at Bohn, Hirsch, Jacobson and Villalovoz Elementary Schools.
Cost: \$11,200.00
Project Funding: Proposition 39 Energy Funding

C. Vendor: Rainforth Grau Architects
Site: Various School Sites
Item: Proposal
Services: Architectural and engineering services for new fire alarm at Jacobson School and new fire alarm, intrusion alarm and clock/bell/speaker systems at Poet-Christian School.
Cost: To be billed on a time and material basis, per hour rates vary from \$190/hr. principal architect through clerical \$85/hr.
Not to exceed (NTE) 12% of hard construction costs, current estimated fee \$129,024.12 + Reimbursables
Project Funding: Unrestricted General Fund/Deferred Maintenance

D. Vendor: RGM and Associates
Site: Duncan Russell High School
Item: Exhibit E to Agreement
Services: Construction manager to assist the district with planning, design, bidding, construction management and project closeout for the building structural repair project at Duncan Russell School.
Cost: NTE \$10,000.00 + Reimbursables
Project Funding: Unrestricted General Fund/Deferred Maintenance

E. Vendor: RGM and Associates
Site: Jacobson Elementary School
Item: Exhibit E to Agreement
Services: Construction manager to assist the district with planning, design, bidding, construction management and project closeout for the Jacobson fire alarm replacement project.
Cost: NTE \$20,000.00 + Reimbursables
Project Funding: Unrestricted General Fund/Deferred Maintenance

F. Vendor: RGM and Associates
Site: Poet-Christian Elementary School
Item: Exhibit E to Agreement
Services: Construction manager to assist the district with planning, design, bidding, construction management and project closeout for the Poet-Christian fire/intrusion alarm and clock/bell speaker system replacement project.
Cost: NTE \$25,000.00 + Reimbursables
Project Funding: Unrestricted General Fund/Deferred Maintenance

G. Vendor: RGM and Associates
Site: Monte Vista Middle School
Item: Exhibit E to Agreement
Services: Construction manager to assist the district with planning, bidding, and construction management for the Monte Vista mechanical room asbestos abatement project.
Cost: NTE \$280.00 + Reimbursables
Project Funding: Unrestricted General Fund/Deferred Maintenance

H. Vendor: RGM and Associates
Site: West High School
Item: Exhibit E to Agreement
Services: Construction manager to assist the district with planning, design, bidding, construction management and project closeout for the West High School classroom/library/cafeteria refurbishment project, and the fume hood replacement project.
Cost: NTE \$35,000.00 + Reimbursables
Project Funding: Unrestricted General Fund/Deferred Maintenance

I. Vendor: RGM and Associates
Site: Various School Sites
Item: Exhibit E to Agreement
Services: Construction manager to assist the district with planning, design, bidding, construction management and project closeout for the asphalt seal coating and striping project at Hirsch ES, Jacobson ES, Kimball HS, Poet-Christian ES, South/West Park ES, Tracy HS, Tracy Adult School and Williams MS.
Cost: NTE \$25,000.00 + Reimbursables
Project Funding: Unrestricted General Fund/Deferred Maintenance

J. Vendor: RGM and Associates
Site: Various School Sites
Item: Exhibit E to Agreement
Services: Construction manager to assist the district with planning, design, bidding, construction management and project closeout for the concrete paving project at Freiler ES, Tracy HS and West HS.
Cost: NTE \$10,000.00 + Reimbursables
Project Funding: Unrestricted General Fund/Deferred Maintenance

K. Vendor: RGM and Associates
Site: District Education Center
Item: Exhibit E to Agreement
Services: Construction manager to assist the district with planning, design, bidding, construction management and project closeout for the HVAC energy management system (EMS) controls replacement project at the District Education Center.
Cost: NTE \$5,000.00 + Reimbursables
Project Funding: Unrestricted General Fund/Deferred Maintenance

L. Vendor: RGM and Associates
Site: District Education Center
Item: Exhibit E to Agreement
Services: Construction manager to assist the district with planning, design, bidding, construction management and project closeout for the hallway around the Board Room carpet replacement project at the District Education Center.
Cost: NTE \$280.00 + Reimbursables
Project Funding: Unrestricted General Fund/Deferred Maintenance

M. Vendor: RGM and Associates
Site: District Service Center/I-Set Building
Item: Exhibit E to Agreement
Services: Construction manager to assist the district with planning, design, bidding, construction management and project closeout for the roof replacement project at the I/Set building.
Cost: NTE \$7,500.00 + Reimbursables
Project Funding: Unrestricted General Fund/Deferred Maintenance



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: December 14, 2017
SUBJECT: Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
MEASURE B BOND
JANUARY 9, 2017
SUMMARY OF SERVICES**

A. Vendor: Clark & Sullivan Construction and Broward Builders, Inc. a Joint Venture
Site: Clover School (TLC) Renovation
Item: Change Order #2 - Ratify
Services: Scope of work documented on the change order summary.
Cost: \$(471,667.00) Value engineering credit, addition to contingency allowance previously included in contract.
Project Funding: Measure B Bond Fund, State School Building Fund (SSBF), Charter School Facilities Program and Prop. 39 Energy Funding

B. Vendor: Clark & Sullivan Construction and Broward Builders, Inc. a Joint Venture
Site: Clover School (TLC) Renovation
Item: Change Order #3 - Ratify
Services: Scope of work documented on the change order summary.
Cost: \$43,000.00 Deduction to contingency allowance previously included in contract.
Project Funding: Measure B Bond Fund, SSBF, Charter School Facilities Program and Prop. 39 Energy Funding

C. Vendor: Clark & Sullivan Construction and Broward Builders, Inc. a Joint Venture
Site: Clover School (TLC) Renovation
Item: Amendment No. 3
Services: This amendment modifies the existing lease-leaseback agreement to include language to assist the district in implementing recently passed legislation, Senate bill 418 (SB 418) effective January 1, 2018 and SB 96, effective June 27, 2017. SB 418 reduces the "Skilled and trained workforce" percentage requirements on selected trades in 2018, 2019 and 2020. SB 96 placed more stringent requirements on the School District to ensure that all contractors and subcontractors working on-site are registered with the DIR. The amendment requests that the contractor submit a monthly list that provides all subcontractor names and DIR numbers; and reduces the "skilled and trained" workforce percentages to the SB 418 requirements.
Cost: No cost associated with the amendment
Project Funding: Measure B Bond Fund, SSBF, Charter School Facilities Program and Prop. 39 Energy Funding

D. Vendor:	ACME Construction Company, Inc.
Site:	Central School Renovation
Item:	Amendment No. 4
Services:	This amendment modifies the existing lease-leaseback agreement to include language to assist the district in implementing recently passed legislation, Senate bill 418 (SB 418) effective January 1, 2018 and SB 96, effective June 27, 2017. SB 418 reduces the “Skilled and trained workforce” percentage requirements on selected trades in 2018, 2019 and 2020. SB 96 placed more stringent requirements on the School District to ensure that all contractors and subcontractors working on-site are registered with the DIR. The amendment requests that the contractor submit a monthly list that provides all subcontractor names and DIR numbers; and reduces the “skilled and trained” workforce percentages to the SB 418 requirements.
Cost:	No cost associated with the amendment
Project Funding:	Measure B Bond Fund, SSBF, Charter School Facilities Program and Prop. 39 Energy Funding



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: December 12, 2017
SUBJECT: **Approve Memorandum of Understanding (MOU) Addendum between Galt Joint Union High School District as LEA for the Central Region Agricultural Education Career Pathways Consortium, California Career Pathways Trust Grantee (CRAECPC), and Tracy High School/Tracy Unified School District for the 2017-18 Supplemental Allocation**

BACKGROUND: The California Career Pathways Trust Central Region Agricultural Education Career Pathway Consortium (CRAECPC) has approved supplemental funding for Tracy High School Agriculture Department based upon the departments self-assessment of student needs. Two years ago the CRAECPC Allocation Committee awarded Tracy High School funds for approved equipment and supplies that would enhance and expand their program. Additional funding has now been approved to continue this work and can only be used to purchase the items submitted by Tracy High Agriculture Department in their assessment.

RATIONALE: The CRAECP Consortium seeks to meet their major grant objectives of:

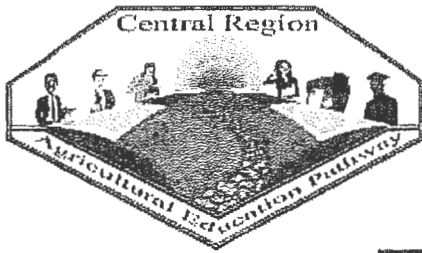
- Improving the quality of high school Agricultural Mechanics and Agriscience pathway programs.
- Increasing the successful transition of students into aligned post-secondary programs in the Agricultural Mechanics and Agriscience pathways.
- Building upon existing partnerships with regional employers to successfully transition students to careers in the Agricultural Mechanics and Agriscience pathways.

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: The grant will provide \$65,500.00 of which 100% will be available and must be expended during the 2017-18 fiscal year. A Memorandum of Understanding Addendum has been provided and will serve as the Tracy High/Tracy Unified School District agreement with the CRAECP Consortium in regards to this award.

RECOMMENDATION: Approve Memorandum of Understanding (MOU) Addendum between Galt Joint Union High School District as LEA for the Central Region Agricultural Education Career Pathways Consortium, California Career Pathways Trust Grantee (CRAECPC), and Tracy High School/Tracy Unified School District for the 2017-18 Supplemental Allocation.

Prepared by: Jason Noll, Principal, Tracy High School



Central Region Agricultural Education Career Pathway Consortium

November 15, 2017

Jason Noll, Principal
Tracy Union High School
315 East 11th Street
Tracy, CA 95376

Dear Principal Noll:

We are pleased to inform you that the Tracy Union High School Agriculture program has been approved for supplemental funding through the California Career Pathways Trust Central Region Agricultural Education Career Pathway consortium for the Agriscience pathway. The total amount of funding approved is \$ 65,500.00 of which 100% will be available, and must be expended, during the 2017-18 fiscal year. The funding is being provided based on your Agriculture Department's self-assessment of needs and the approval of the CRAECPC Allocation Committee. The funding can only be used to purchase the items that were submitted by your Agriculture Department to, and approved by, the Allocation Committee. Additional funding will be provided for grant required activities and professional development as has been the case for the previous two years.

The CRAECP Consortium looks forward to continuing our work with you, your Agriculture Department Chair Laura Kelley and the entire Agriculture staff, in meeting the major grant objectives of:


- Improving the quality of high school and community college Agricultural Mechanics, Agriscience, and Ornamental Horticulture pathway programs.
- Increasing the successful transition of students into aligned postsecondary programs in the Agricultural Mechanics, Agriscience, and Ornamental Horticulture pathways.
- Building upon existing partnerships with regional employers to successfully transition students to careers in the Agricultural Mechanics, Agriscience, and Ornamental Horticulture pathways.

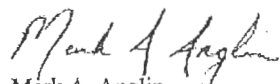
The Memorandum of Understanding Addendum which has been provided will serve as the Tracy Union High School / Tracy Unified School District agreement with the CRAECP Consortium in regards to this award. Please print this agreement and return a signed copy as soon as you possibly can to: Christine Henderson, Director (to the address identified below). The award will not become affective until it is fully executed with all required signatures. Once our office has received your signed copy, the additional required signatures will be obtained, and a copy of the fully executed MOU Addendum will be mailed back to you.

The process of reimbursement of funds for grant expenditures will follow the same process as has been in place for the past two years of the grant. It should be noted that the tenure of the grant now extends through 2018-19. This extension was dictated by the California Department of Education California Career Pathways Trust, the overarching grant authority for the CRAECPC. This is what enabled funding to be provided for 2017-18. For 2018-19 grant partners will be responsible for participation in continued grant activities, sustaining of funded pathways, participation in student certification processes, providing student data reporting, and other activities as prescribed in the original MOU and MOU Addendum.

I am pleased to have Tracy Union High School as a partner in this \$15,000,000 effort to improve, enhance, and initiate successful Agricultural Mechanics, Agriscience, and Ornamental Horticulture pathways in the Central Region. If you have any questions please contact us at the address or number below.

Sincerely,


Christine Henderson
Grant Director
CRAECP Consortium
chenderson@ghsd.k12.ca.us
(559) 967-0117


Mark A. Anglin
Fiscal Coordinator
CRAECP Consortium
manclin@calagteachers.org
(209) 631-3504

PO Box 186 – Galt, CA 95632 (209) 714-2973
California Agricultural Teachers' Association

Central Region Agricultural Education Career Pathways Project
Galt Union High School District / Central Region Agricultural Education Career Pathways Consortium
July 1, 2015 – July 20, 2019
Revised: November 14, 2017

Memorandum of Understanding (MOU)
Addendum
Between the
Galt Joint Union High School District (GJUHSD)
As LEA for the
Central Region Agricultural Education Career Pathways Consortium, California Career
Pathways Trust Grantee,
And
Tracy Union High School / Tracy Unified School District

2017-18 Supplemental Allocation: \$ 65,500.00

- I. No changes
- II. No changes
- III. No changes
- IV. The effective date for the MOU is July 1, 2015 through July 20, 2019.
- V. No changes

TERMS and CONDITIONS

- I. Galt Union High School District as the LEA for Central Region Agricultural Education Career Pathways Consortium agrees to:
 - A. No Changes
- II. Tracy Union High School / Tracy Unified School District agrees to:
 - N. *Spend Supplemental Allocation funding budgeted for equipment/supplies for 2017-18 by April 20, 2018.*
 - M. *Provide the Grant Director with necessary data from student data systems for reporting information required by the grant in a timely and consistent manner as prescribed below:*
 - 1. Prepare and submit Activity Reports and Invoices by the twentieth (20th) of the month following the end of each report Period. See reporting timeline:

Report	Reporting Period	Report Due Date	Items Due
8	July 2017 – September 2017	October 20, 2017	Invoices Only
9	October 2017 – December 2017	January 20, 2018	Invoices Only

Central Region Agricultural Education Career Pathways Project
Galt Union High School District / Central Region Agricultural Education Career Pathways Consortium
July 1, 2015 – July 20, 2019
Revised: November 14, 2017

10	January 2018 – March 2018	April 20, 2018	Invoices Only
11	April 2018 – June 2018	July 20, 2018	<u>Final</u> 2017-18 Invoices/Narrative Report & Data
12	July 2018 – June 2019	July 20, 2019	<u>Final</u> 2018-19 Narrative Report & Data

- A. Complete additional reporting requirements, as requested by the Consortium and/or funding agency during the project period;
 - B. Obtain advance authorization from the CRAECP Consortium Director for equipment purchases that are for single items that cost \$5,000 and above;
 - C. Obtain advanced authorization from the CRAECP Consortium Director for Out-of-State travel.
- N. Tracy Union High School / Tracy Unified School District will be responsible for the following program deliverables:
- A. Provide the Grant Director with necessary data based on the schedule found above, or more frequently as determined by the CCPT funding rules to report information required by the grant through *July 20, 2019*.
- O. MOU Financial Obligation:

The Galt Union High School District agrees to compensate Tracy Union High School / Tracy Unified School District as a member of the CRAECP Consortium, in the amount not to exceed the total allocation listed below.

SUPPLEMENTAL ALLOCATION \$ 65,500.00 for career pathway development as follows:

2017-18			
Agriscience	Agricultural Mechanics	Ornamental Horticulture	Total
\$ 65,500.00	\$ 0.00	\$ 0.00	\$ 65,500.00

This compensation is for the completion of outlined services. Completion of activities will be confirmed by Galt Union High School District / Central Region Agricultural Education Career Pathways Consortium. Payment for activity completion will be made on a regular basis, (see chart above) in accordance with grant payments from the funding agency, and upon receipt of official invoices from Tracy Union High School / Tracy Unified School District.

Indirect Costs to Districts are not permitted by the CRAECP Consortium partners for purposes of this grant.

Galt Union High School District / Central Region Agricultural Education Career Pathways Consortium reserves the right to withhold and redirect funds from Tracy Union High School / Tracy Unified School District if work-plan activity is not fulfilled and/or invoicing is not complete and received as prescribed above. The final invoice should be received by *July 20, 2018*. Data reporting will continue through *July 20, 2019*.

P. TERMINATION

- A. This MOU will terminate at midnight on *July 20, 2019*.
- B. Either party may terminate this agreement at any time prior to *July 20, 2019* and for any reason upon giving **90 days** written notice to the Consortium LEA.
- C. If there is a termination of this agreement prior to *July 20, 2019*, all assets purchased utilizing CRAECP funding will revert to the ownership of the consortium. Those assets will be redistributed to other participating Consortium partners utilizing a process developed by the Consortium Oversight Committee.

Q. Central Region Agricultural Education Career Pathways Consortium contact information:

Christine Henderson	Natalie Pacheco	Corey Reihl
CRAECP Consortium	CRAECP Consortium	Galt JU High School District
Director	Fiscal Clerk	CBO
P.O. Box 186	P.O. Box 186	12945 Marengo Road
Galt, CA 95632	Galt, CA 95362	Galt, CA 95632
(559) 967-0117	(209) 745-2167	(209) 745-3094
chenderson@ghsd.k12.ca.us	npacheco@ghsd.k12.ca.us	creihl@ghsd.k12.ca.us

R. Participating High School Information

Jason Noll	Dave Pickering	Laura Kelley
Tracy Union High School	Tracy Unified School District	Tracy Union High School
Principal	CTE Director	Chair
315 East 11th Street	1875 W. Lowell Avenue	315 East 11th Street
Tracy, CA 95376	Tracy, CA 95376	Tracy, CA 95376
209-830-3360 ext. 2010	209-830-3331	209-830-3360 ext. 2188
jnoll@tusd.net	dpickering@tusd.net	lkelly@tusd.net

Central Region Agricultural Education Career Pathways Project
Galt Union High School District / Central Region Agricultural Education Career Pathways Consortium
July 1, 2015 – July 20, 2019
Revised: November 14, 2017

SIGNATURE PAGE

Galt Joint Union High School District

Kevin Brown
Interim Superintendent
GJUHS District

Date

Central Region Agricultural Education Career Pathways Consortium

Christine Henderson
Director
CRAECP Consortium

Date

CRAECP Consortium – Partner


District/High School Authorized Signature

12/6/17
Date

Title: Principal
Tracy Union High School
Tracy Unified School District

Central Region Agricultural Education Career Pathway Consortium
High School Program SUPPLEMENTAL Needs Assessment

Date: Fall 2017

High School: Tracy High School Career Pathway: Agriscience
 Address: 315 E. 11th Street
 City, State Zip Tracy, CA 95376

Dept. Chair: Laura Kelley
 Phone: 209-830-3360
 Email Address: lkelly@tusd.net

	Name	Phone	Email
Instructors Involved with Pathway:	Laura Kelley	830-3360 Ext. 2189	lkelly@tusd.net
	Georgia Edmondso	830-3360 Ext. 2188	lkelly@tusd.net

Program Needs to Initiate, Expand or Improve Career Pathway

Supplies/Books/Etc.: (Items under \$5,000)		Object Code:	4000
Rank	Item Description (In Prioritized Order)	Estimated Cost	
1			
2	We will be requesting and purchasing various supplies, and equipment to make our Ag compound area a more usable area.		
3			
4			
5	1. We have turned our greenhouse into a carport.		
6	Concrete and other supplies will be needed to park		
7	our AG vehicles in there.	\$	7,000.00
8			
9	2. We need to update our livestock shed area and pens for the student animal projects, which will require lumber, metal and various equipment and hardware.		
10			
11		\$	18,000.00
12			
13	Actual needs will be determined once the release of funds and grant directions are given.		
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
		SUB-TOTAL:	\$ 25,000.00

Central Region Agricultural Education Career Pathway Consortium
High School Program Needs Assessment
Continued

Date: Fall 2015

High School: Tracy High School Career Pathway: Agriscience

Equipment: Capital Outlay (Items \$5,000 or over)		Object Code:	6000
Rank	Item Description (In Prioritized Order)	Estimated Cost	
1	2017 White Ford Van 6 Cyl 8 passenger	\$	30,500.00
2	2 livestock scales	\$	10,000.00
SUB-TOTAL:		\$	40,500.00

Central Region Agricultural Education Career Pathway Consortium
High School Program Needs Assessment
Continued

Date: Fall 2015

High School: Tracy High School Career Pathway: Agriscience

Travel/Conferences: (Professional Development)		Object Code:	5200
Rank	Item Description (In Prioritized Order)	Estimated Cost	
1			
2			
3			
4			
5			
SUB-TOTAL:		\$	-
TOTAL:		\$	65,500.00



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: December 12, 2017
SUBJECT: **Approve Out of State Travel for Kimball High School Activities Director, Bookkeeper and Administrator to attend the California Association of Directors of Activities (CADA) Conference in Reno, NV on February 28-March 3, 2018**

BACKGROUND: The California Association of Directors of Activities (CADA) conference is a 60 year old vehicle which is dedicated to the promotion of enthusiastic and motivational leadership concepts. This year, CADA's stated goal is to contribute to the leadership journey by providing empowering, passionate, inspiring and committed leadership philosophies. By attending this conference, it will enhance and complete Kimball's current program and empower the Activities Director to improve the culture of Kimball High School. Three employees from Kimball will be attending this conference. The Activities Director, Tyler Pendleton, the Bookkeeper, Natalie Leopoldo and the Principal, Rob Pecot. They will drive personal vehicles to Reno, NV and stay at the Grand Sierra Resort.

RATIONALE: Kimball High has a new Activities Director who will benefit greatly from the experience. The Activities Director, Bookkeeper and Principal will learn how to use fun leadership philosophies to teach students how to become effective leaders and build school spirit while encouraging a culture of good clean fun at the high school level. 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 will not exceed \$3,600.00. Kimball High ASB and Kimball High Site Funds will pay all expenses incurred for this conference.

RECOMMENDATION: Approve Out of State Travel for Kimball High School Activities Director, Bookkeeper and Administrator to attend the California Association of Directors of Activities (CADA) Conference in Reno, NV on February 28-March 3, 2018.

Prepared by: Rob Pecot, Principal, Kimball High School



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: November 30, 2017
SUBJECT: Approve Overnight Travel for Teacher, Mrs. Jennifer Grover and Student, Evalina Maas-Espinoza to Attend the CAL ACDA All-State Honor Choir in San Jose, CA on February 15-17, 2018

BACKGROUND: Participation in the CAL ACDA All-State Honor Choir is a prestigious honor for those talented choir students, selected by rigorous audition. Tracy High Choir student, Evalina Maas-Espinoza will be provided the grand opportunity to perform with the highest of honor ensembles, directed by world-class, renowned conductors. Advisor, Mrs. Jennifer Grover, will transport the student to and from the event in her private vehicle. Additionally, Mrs. Grover will act as chaperone for the trip. They will stay at the San Jose Hilton Hotel, in San Jose, CA. This ensemble is part of the CASMEC State Conference at San Jose State University and Convention Center. They will be performing for an audience of music educators from all over the state of California.

RATIONALE: It is the goal of the THS Performing Arts Magnet to provide students with increased performance opportunities. Evalina Maas-Espinoza, is uniquely qualified to participate in this event and represent Tracy High's dedication to the choral arts. She is a recognized member of Tracy High School's Madrigals Choir. This Agenda request aligns with 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: The total will not exceed \$1,500. Expenses for the ACDA All State Honor Choir will be paid out of the Choir Council account. Hotel and travel expenses will be paid out of the Tracy High ASB account, and the student's family contributions. The Tracy High Performing Arts Magnet will pay the cost of the substitute teacher.

RECOMMENDATION: Approve Overnight Travel for Teacher, Mrs. Jennifer Grover And Student, Evalina Maas-Espinoza to Attend the CAL ACDA All-State Honor Choir in San Jose, CA on February 15-17, 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: December 12, 2017
SUBJECT: **Ratify Overnight Travel for the West High School Academic Decathlon Team to Attend an Academic Retreat at Jellystone Park Camp Resort in Lodi, CA on January 5–7, 2018**

BACKGROUND: The West High Academic Decathlon Team has found it profitable to get students away from their daily environment to prepare for the yearly competitions. It takes a team effort to make meaningful progress towards achieving the District goal for students to meet or exceed grade level standards and close the achievement gap. The teachers and support staff work hard to provide the Academic Decathlon students the quality learning experience envisioned in the strategic plan. The coach is Special Education teacher Tida Hupman. She will be assisted in supervision of this weekend trip by District employees, Maribel Manzo and Gabriela Cebreros. There are approximately 14 students attending and they will stay at Jellystone Park Camp Resort, 14900 W. Highway 12 in Lodi, California. This agenda must be ratified because Tida Hupman had to determine the Academic Decathlon starters who will represent West High this year, check their availability, and secure the availability of the retreat location. This took time and caused the paperwork to be submitted late. Transportation will be provided by the chaperones in their personal vehicles. All District employees driving have provided the appropriate verifications to the West High School site designated personnel.

RATIONALE: West High Academic Decathlon overnight field trip gives students an opportunity to receive rigorous training in all academic subjects, speech preparation and delivery, and public speaking skill development. Students will also have the opportunity to build their team relationships through team building activities. Having student's get away from their daily environment promotes excitement in the endeavor of rigorous study. This activity aligns with District Strategic Goal #1: Prepare all students to be well rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: There is no cost to the District. The rooms will be donated by District employee, Bernadete Tavares, through a time share. Meals and mileage will be donated by the chaperones.

RECOMMENDATION: Ratify Overnight Travel for the West High School Academic Decathlon Team to Attend an Academic Retreat at Jellystone Park Camp Resort in Lodi, CA on January 5–7, 2018.

Prepared by: Mr. Boswell, Principal, West High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: November 28, 2017
SUBJECT: **Approve Overnight Travel for West High Track Team and Coaches to Attend the Arcadia Invitational in Arcadia, CA on April 6-8, 2018**

BACKGROUND: The Arcadia Invitational is the number one high school track meet in the Nation. All athletes must qualify to be invited to this event; and only the best athletes in the United States are eligible to compete at the Arcadia Invitation. College and Olympic coaches attend this meet scouting for talent to enhance their programs, so the exposure for West High athletes is substantial. Coaches, T.J. Williams, Frank Lozano, Sarah Telloian, and Theresa James, will chaperone this event. The Coaches will transport 18 student athletes (8 girls and 10 boys) to the event via District vans. The team will leave West High School on April 6, 2018 and return on April 8, 2018. Students will receive homework from their teachers and be given time to complete it while on this trip. Students and chaperones will stay at the Embassy Suites, 211 Huntington Dr., Arcadia, CA.

RATIONALE: The West High Track Team works hard throughout the year competing at various qualifying track meets. As they compete and win, they advance. The Arcadia Invitational Track meet is a very prestigious State competition and the Team is extremely honored to be a part of such an acknowledged and special event. This Agenda request 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; and District Strategic Goal 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Costs are estimated at \$125.00 per person. The track team will host fundraising opportunities to cover the cost of their shared lodging and meals. The West High Athletic Department will pay and/or reimburse Entry fees, gas and track related expenses upon presentation of receipts. There will be no cost to Tracy Unified School District.

RECOMMENDATION: Approve Overnight Travel for West High Track Team and Coaches to Attend the Arcadia Invitational in Arcadia, CA on April 6-8, 2018.

Prepared by: Zachary Boswell, Principal, Merrill F. West High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 9, 2018
SUBJECT: **Approve Memorandum of Understanding (MOU) with San Joaquin County Office of Education (SJCOE), Teaching Opportunities for Partners in Science (TOPS), using Great Explorations in Math and Science (GEMS) Materials to Provide Science Enrichment to McKinley Elementary School 4th and 5th Grade Students for the 2017-2018 School Year**

BACKGROUND: In a world where new scientific discoveries are occurring daily, the need to develop and nurture curiosity and understanding of scientific concepts is vital to an America that leads the world in scientific breakthroughs. The San Joaquin County Office of Education (SJCOE) Teaching Opportunities for Partners in Science (TOPS) program provides retired experts in the field of science; who are dedicated to inspiring students in the field of science. Great Explorations in Math and Science (GEMS) will allow McKinley teachers the opportunity to become certified, as well as utilize GEMS kits and resources to assist with engaging students in science activities in the classroom.

RATIONALE: McKinley Elementary School students in grades 4 through 5, have minimal access to science concepts due to limited training and materials; with the majority of their science being taught through a textbook before entering grades 6 through 8 science programs. The TOPS program is designed around hands on activities that support grade level standards and the natural curiosity of students. Given that McKinley Elementary School has a large Latino student body, it is McKinley's goal to prepare students for the science pathways provided in High School. 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 careers; 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; 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 total cost will not exceed \$1,400. Title I funds will pay for the cost of this training.

RECOMMENDATION: Approve Memorandum of Understanding (MOU) with San Joaquin County Office of Education (SJCOE), Teaching Opportunities for Partners in Science (TOPS), using Great Explorations in Math and Science (GEMS) Materials to Provide Science Enrichment to McKinley Elementary School 4th and 5th Grade Students for the 2017-2018 School Year.

Prepared by: Mrs. Carla Washington, Principal, McKinley Elementary School



**MEMORANDUM OF UNDERSTANDING
SAN JOAQUIN COUNTY OFFICE OF EDUCATION
and
MCKINLEY ELEMENTARY SCHOOL**

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and McKinley School, hereinafter referred to as "McKinley," is for the purpose of serving as a TOPS Program provider for the McKinley School.

The two parties, SJCOE and McKinley, mutually agree to the following terms and conditions for the 2017-2018 school year.

- I. **SCOPE OF WORK.** SJCOE STEM will perform the following services:
 - TOPS partner, placement, training and observation
 - Provides opportunity to borrow: science and engineering kits, science equipment and Digitarium.
- II. **TERMS OF AGREEMENT**
 - a. This agreement will be in effect from January 10, 2018 – May 31, 2018.

Principal Responsibilities

- Is responsible for making a commitment to improve science education at his or her school and for creating an environment where science learning is encouraged.
- Will appoint a Lead Teacher at the school who can successfully perform the duties of Lead Teacher as specified below.
- Along with the Lead Teacher, he or she will be responsible for insuring that the TOPS Volunteer is under the direction of the classroom teacher at all times when students are present. They are also responsible for ensuring that all school rules are followed regarding volunteers in the classrooms that are in place at the school site.
- Will complete an end of the year program evaluation and share any suggestions that would contribute to the success of the program.

Lead Teacher Responsibilities

- Required Meetings- will attend one required meeting per year for updates and information about the TOPS program. Attend other TOPS trainings they are invited to on an optional basis.
- Liaison to School- will be the main contact for the TOPS Volunteer at the School Site, introduce the TOPS Volunteer to the school staff, and communicate the needs of all the teachers to the TOPS Partner volunteer.
- Classroom Lesson Guide-with input from the TOPS volunteer, will plan the specific activities to be carried out by the TOPS volunteer. Activities and lessons should align with the Next Generation Science Standards (NGSS).
- Adherence to Education Code and Rules- will work with the School Principal to make sure that the TOPS volunteer adheres to the California Education Code with specific reference to laws stating that a credential teacher employed by the sponsoring district is present at all times when the volunteer is working at the school and that all Science Safety Regulations are followed (California Dept. of Education 2013).
- Custodian of Loaned Materials- will oversee any borrowed materials and ensure that



SAN JOAQUIN COUNTY OFFICE OF EDUCATION

James A. Mousalimas, County Superintendent of Schools

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4800
www.sjcoe.org

they are returned in a timely manner in the same condition as received. The school however, is responsible for replacing any lost or damaged materials.

- Program Evaluation- will complete an end of the year program evaluation and share any suggestions that would contribute to the success of the program.
- Compensation- \$250 stipend provided by SJCOE for being a Lead Teacher at the end of the school year.

Designated Lead Teacher: _____
(print) (signature)

Email address: _____

III. COMPENSATION

- McKinley school will pay \$1,400 no later than 30 days

IV. TERMINATION OF MEMORANDUM

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

V. CERTIFICATION OF NON-EMPLOYEE STATUS:

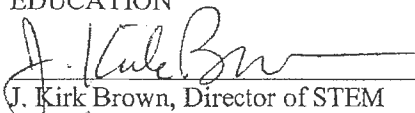
- SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as employee of McKinley School. McKinley School agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and employees of SJCOE against any and all claims, which may result from this agreement.
- San Joaquin County Office of Education agrees to make no claim against McKinley School 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 SJCOE is not entitled to any such benefits.

Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree? ☐ Yes ☐ No

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? ☐ Yes ☐ No

SAN JOAQUIN COUNTY OFFICE OF
EDUCATION

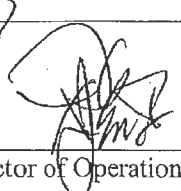
MCKINLEY SCHOOL


J. Kirk Brown, Director of STEM

Carla Washington, Principal


Date 11/20/17

Date


Ron Estes, Director of Operations

Date



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: December 8, 2017
SUBJECT: **Approve Agreement for Special Contract Services with Teaching Proficiency through Reading and Storytelling (TPRS) for World Language Teachers during the 2017-2018 School Year**

BACKGROUND: Best practices for World Language instruction call for delivering instruction primarily in the target language and building proficiency with opportunities for interactions in real-world contexts. World Language teachers have been exploring strategies for teaching in the target language and building communicative competence, while still ensuring students learn key grammatical structures. TPRS® is a foreign language teaching method that stands for Teaching Proficiency through Reading and Storytelling. It began as a teaching strategy created by a Spanish teacher, Blaine Ray in the late 1980's. TPRS builds proficiency in the use of grammatical structures by having the students read and invent stories. Using TPRS, the teacher creates a context in which the target structures and vocabulary return repeatedly within a conversation. In this context, students acquire proficiency in a natural, conversational way. They are not learning *about* the language; they are learning *to use* the language. World language teachers expressed a desire to have formal training in TPRS.

RATIONALE: According to the Partnership for 21st Century Learning (P21), proficiency in more than one language is an essential 21st century skill. Their 21st Century Skills Map, designed in cooperation with the American Council on the Teaching of Foreign Languages, emphasizes the need for language instruction to focus on students using the language to communicate and collaborate. Professional development in TPRS will give our world language teachers additional tools and strategies to meet these demands.

FUNDING: The cost for this training is not to exceed \$6,000 for the 2017-2018 school year. The cost to be paid out of Title I professional development funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Teaching Proficiency through Reading and Storytelling (TPRS) for World Language Teachers during the 2017-2018 School Year.

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

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

1. Contractor shall perform the following duties: Provide two days of professional development on TPRS to World Language teachers on Friday, January 26 and Friday, March 2, 2018 and provide 2 days of observation/coaching on Weds., Feb.28 and Thursday, March 1, 2017 for World Language teachers who participated in the January training. TPRS is Teaching Proficiency through Reading and Storytelling. The rate for the two PD days is \$2500/day for a total of \$5000. The rate for the two coaching/observation days is \$500/day when included with the PD days for a subtotal of \$1000 and a grand total of \$6000. Teacher materials valued at \$125/teacher are included in this price.

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 four (4) | | HOURS | ☒ | DAYS, under the terms of this agreement at the following location Tracy Unified School District.

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

- a. District shall pay \$see above per | | HOUR | ☒ | DAY | | FLAT RATE, not to exceed a total of \$6000. 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 January 26, 2018, and shall terminate on March 3, 2018.

5. This agreement may be terminated at any time during the term by either party upon thirty (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, Carol Anderson-Wong, at () 209-830-3275 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:

Contractor Signature Title

IRS Identification Number

Title

Address

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: December 12, 2017
SUBJECT: **Approve Agreement for Special Contract Services with McGraw Hill to Provide Professional Development to TK-5 ELA Teachers on Using Wonders/Maravillas ELD Materials**

BACKGROUND: TK-5 ELA teachers are in the first year of implementation of McGraw Hill's Wonders/Maravillas instructional materials. This program includes four types of materials: English Language Arts (ELA) instruction, English Language Development (ELD) instruction, Tier 1 intervention instruction for struggling readers, and Tier 2 intervention instruction for struggling readers beyond Tier 1. Teachers have received professional development on using the materials for ELA instruction and are now asking for professional development focused on using the ELD materials more effectively to address the needs of English Language Learners (ELLs).

RATIONALE: McGraw Hill Curriculum Specialists will work with each grade level from Transitional Kindergarten and Kindergarten teachers to grade 5 on the January 26, 2018 and March 2, 2018 Buy Back Days to teach effective instruction using Wonders/Maravillas' ELD materials. 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 careers; 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 this training and support is not to exceed \$35,000 and will be paid out of Local Control Accountability Plan (LCAP) funds targeted to support Goal 1, Action 17 and Title I funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with McGraw Hill to Provide Professional Development to TK-5 ELA Teachers on Using Wonders ELD Materials.

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

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

1. Contractor shall perform the following duties: provide 6 Curriculum Specialists for ELD workshops for English Language Arts teachers in Grade TK-K, Grade 1, Grade 2, Grade 3, Grade 4, Grade 5, and for Spanish language arts teachers in the TK-5 bilingual education program on January 26, 2018 and March 2, 2018.

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 2 () [] HOURS [X] DAYS, under the terms of this agreement at the following location THS and SWPES.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 35,000 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 35,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a 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 January 23, 2018, and shall terminate on March 3, 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, Debra Schneider, at (209) 830-3252 x 1354 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 proof (Certificate of Insurance) of 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:

Contractor Signature

80-0899290

IRS Identification Number

Sr. Director of Finance

Title

8787 Orion Place

Address

Columbus, OH 43240

Director, Finance

Title

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: November 17, 2017
SUBJECT: **Approve Agreement for Special Contract Services with McGraw-Hill to Provide Professional Development to K-6 ELA/ELD Teachers at a One Saturday Day Wonders Workshop at Jacobson Elementary School on February 3, 2018**

BACKGROUND: This year is the first year of implementation for the newly adopted Wonders Curriculum. Wonders, a comprehensive K-6 ELA/ELD program, is designed to meet the challenges of today's classroom and reach all learners. A wealth of research-based print and digital resources provide support for building strong literacy foundations, accessing complex texts, engaging in collaborative conversations, and writing to sources.

RATIONALE: Additional professional development with a Wonders consultant would support teachers to fully understand and utilize all of the components of the Wonders program to effectively meet the needs of our diverse classrooms. Time to ask questions and work with colleagues on literacy based curriculum will increase the level of strategic instruction for Jacobson students. This action supports Single Plan for Student Achievement Goal #1: Ensure students are prepared for college and careers and that all students meet or exceed grade level standards and the achievement gap is closed. 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 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: Wonders consultant fees of \$2,500.00 and compensation for teachers to attend the workshop will not exceed \$6,500. The cost of this training will be paid out of Title 1 Carry Over Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with McGraw Hill to Provide Professional Development to K-6 ELA/ELD Teachers at a One Saturday Wonders Workshop at Jacobson Elementary School on February 3, 2018.

Prepared by: Tania Salinas, Principal, Jacobson Elementary School

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide 1 Saturday Wonders workshop for teachers at JES.

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 One (1) () | HOURS | ☒ DAYS, under the terms of this agreement at the following location Jacobson Elementary.

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

- a. District shall pay \$ 2,500.00 per | HOUR | DAY | ☒ FLAT RATE, not to exceed a total of \$ 2,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | | SHALL | ☒ | 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 4/10/18, and shall terminate on 5/25/18.

5. This agreement may be terminated at any time during the term by either party upon thirty (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, Tania Salinas, at (209) 830-3315 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.

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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.
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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:

 Director, Finance
Contractor Signature Title
80-0899290
IRS Identification Number
Sandra Schultz, Director, Finance
Title
8787 Orion Place
Address
Columbus, OH 43240
11/20/2017

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: December 12, 2017
SUBJECT: **Approve Out of State Travel for West High Art Teacher, Alex Nelson, to Attend the 2018 National Art Education Association's National Convention in Seattle, Washington on March 22-24, 2018**

BACKGROUND: National Art Education Association (NAEA) was founded in 1947 and has become the leading professional membership organization exclusively for visual arts educators. Their vision is to advance visual arts education to fulfill human potential and promote global understanding. To have students benefit from comprehensive, balanced and sequential learning in the visual arts, led and taught by qualified teachers who are certified in art education. A part of their core values is to support professional growth, change and leadership through art education conferences, networking, mentoring, and developing exemplary resources on art education.

RATIONALE: NAEA shares Tracy Unified School District's vision for ensuring students receive the best possible education and that the faculty possesses deep knowledge of current and emerging teaching strategies. They understand that business and industry leaders are calling for future workers who are creative, innovative problem solvers with the ability to create exceptional solutions through cross discipline connections. The 2018 NAEA National Convention held in Seattle, Washington, themed "Art + Design = STEAM," will provide new and exciting research and instructional strategies for use with all learners; connecting Science, Technology, Engineering, and Math with Art and Design. This 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 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 will not exceed \$ 2,550. The Advanced Placement department of West High School will cover this cost to develop and train West High teacher, Alex Nelson, in the best practices and methodologies supported by research. This program provides 100% education content that can be applied immediately to help advance school wide goals.

RECOMMENDATION: Approve Out of State Travel for West High Art Teacher, Alex Nelson, to Attend the 2018 National Art Education Association's National Convention in Seattle, Washington on March 22-24, 2018.

Prepared by: Mr. Zachary Boswell, Principal, West High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: December 15, 2017
SUBJECT: **Approve Out of State Travel for Two Art Freiler School Administrators and Five Teachers to Attend Kagan Structures Level I: Cooperative Learning in Las Vegas, NV on February 16-19, 2018**

BACKGROUND: The Kagan Cooperative Learning 4-day institute provides teachers with the tools to implement cooperative learning structures to maximize student engagement. Students will experience deeper understanding of the content, improved retention, and greater liking for class and content. Supported by a large body of scientific research, and proven effective in countless classrooms, schools, and districts, this revolutionary way to teach is transforming teaching and learning. The structures empower students and teachers to use teamwork and pairs to create a greater level of engagement and directly applies to the Rigor and Relevance Framework teachers have been learning about and implementing this year. These structures will aide our teachers in developing quadrant D lessons where students are thinking and working in their lessons. This is not merely group work, the difference is between engaging some and engaging all students. Kagan Structures engage all students. Classrooms that implement Kagan structures have fewer discipline problems. Because the structures are so cooperative and interactive, they work wonders for students' social skill and language development.

RATIONALE: 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 four-day institute will not exceed \$13,000 for two administrators and five teachers. Funding will be provided by Title I Carryover funds.

RECOMMENDATION: Approve Out of State Travel for Two Art Freiler School Administrators and Five Teachers to Attend Kagan Structures Level I: Cooperative Learning in Las Vegas, NV on February 16-19, 2018.

Prepared by: Karen Alcorn, Principal, Art Freiler School



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: December 12, 2017
SUBJECT: **Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment**

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Alcanzaren, Jugil School Supervision Assistant	WMS	12/6/17	Accepted Para Educator position
Chavez, Maricela Para Educator I	Kelly	12/15/17	Personal
Durate, Corazon School Supervision Assistant	CES	1/1/18	Personal
Hensley, Alfreda School Supervision Assistant	WMS	12/5/17	Accepted Para Educator position
Shaver, Deborah Special Ed Para Educator	Willow	1/1/17	Accepted a Special Ed Para Educator position with additional hours

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Krebbs, Gary Coordinator of Maintenance, Custodial & Grounds	MOT	12/31/17	Personal

Mendoza-Scott, Paula Personnel Technician	H.R.	12/29/17	Personal
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BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Duarte, Alfonso 5 th Grade Teacher	Hirsch	12/15/17	Personal

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

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: December 12, 2017
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Thimsen, Katie

CERTIFICATED

RSP Rover 9-12 (New)
Kimball High School
Class III, Step 10, "B" \$37,448.73
Funding: Restricted Funds

BACKGROUND:

Alcanzaren, Jugil

CLASSIFIED

Para Educator I (Replacement)
Williams
Range 24, Step C - \$15.73 per hour
6 hours per day
Funding General Fund – Unrestricted

Galli, Frank

Maintenance Specialist (HVAC)
(Replacement)
MOT
Range 52, Step C - \$30.29 per hour
8 hours per day
Funding: Ongoing and Major Maintenance

Hensley, Alfreda

Special Ed Para Educator I (Replacement)
Williams
Range 24, Step E - \$17.26 per hour
6 hours per day
Funding: Special Education

McAbee, Michele

Para Educator I (Replacement)
Jacobson
Range 24, Step B - \$15.02 per hour
4 hours per day
Funding: IASA – Title I Bas GRNTS
Low Income

Morse, Monica	Special Ed Para Educator I (Replacement) Tracy Learning Center Range 24, Step B - \$15.02 6 hours per day Funding: Special Education
De La Torre, Irma	Bus Driver/Custodian/Groundskeeper (Replacement) MOT/Poet Range 36, Step A - \$18.95 per hour 8 hours per day Funding: General Fund, Special Ed Transportation & Ongoing and Major Maintenance
Rey, Sergio	Maintenance Specialist (HVAC) (New) MOT Range 52, Step A - \$30.29 per hour 8 hours per day Funding: Ongoing and Major Maintenance
Shaver, Deborah	Special Ed Para Educator I (Replacement) Monte Vista Range 24, Step E – \$17.26 6 hours per day Funding: Special Education

BACKGROUND:

COACHES

Lassiter, Bryce	Varsity Boys Soccer Coach Kimball High Stipend: \$5,578.73
Lawrence, Joseph	Varsity Girls Tennis Coach Kimball High Stipend: \$3,719.15
Lawson, Jacob	Varsity Swimming Assistant Coach West High Stipend: \$3,719.15
Nelson, Charnice	Freshman Girls Basketball Coach West High Stipend: \$3,719.15

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: December 11, 2017
SUBJECT: **Accept the Fiscal Year 2016-17 Annual Financial Audit**

BACKGROUND: Education code 41020.3 requires that the governing body of each local education agency contract for auditing services and review, at a public meeting, the annual audit of the local education agency for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or management letter issue. This review shall be placed on the agenda of the meeting pursuant to Section 35145, which requires that the meeting be open to the public, that minutes be taken, and that an agenda be posted within the limitations of other regular board meetings.

RATIONALE: The audit for the 2016-17 fiscal year is complete and will be presented to the governing board for approval. The audit document represents the results of work completed in accordance with GASB Statement Number 34. The financial report states that in the auditor's independent opinion, the district's records represent fairly, in all material respects, the financial position of the Tracy Unified School District at June 30, 2017.

The audit confirms that the results of our operations and the cash flow of the district's funds for the year are in conformity with accounting principles generally accepted in the United States of America.

FUNDING: This report generates no cost.

RECOMMENDATION: Accept the Fiscal Year 2016-17 Annual Financial Audit.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: December 13, 2017
SUBJECT: Adopt New Board Policy 5116.2 Involuntary Student Transfers (Second Reading)

BACKGROUND: The Governing Board desires to enroll students in the school of their choice, but recognizes that circumstances sometimes necessitate the involuntary transfer of some students to another school or program in the District. The Superintendent or designee shall develop procedures to facilitate the transition of such students into their new school of enrollment. The California School Boards Association (CSBA) has updated Board Policy and language that incorporates these regulatory changes. Currently, Tracy Unified School District (TUSD) does not have BP 5116.2, as some of the content was previously contained in the previous AR 5116.1 Intradistrict Open Enrollment, so the adoption is based on the CSBA recommended language and the need for a Board Policy on involuntary transfers.

RATIONALE: The information in Board Policy 5116.2 Involuntary Student Transfers was previously blended with the previous AR 5116.1 Intradistrict Open Enrollment. As BP/AR 5116.1 are currently being updated to maintain regulatory changes, it is important to adopt BP 5116.2 Involuntary Student Transfers to align with CSBA recommended language. This Agenda Item supports District Strategic Goal 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There is no cost to the District.

RECOMMENDATION: Adopt New Board Policy 5116.2 Involuntary Student Transfers (Second Reading).

Prepared by: Troy Brown, Director of Student Services and Curriculum

The Governing Board desires to enroll students in the school of their choice, but recognizes that circumstances sometimes necessitate the involuntary transfer of some students to another school or program in the district. The Superintendent or designee shall develop procedures to facilitate the transition of such students into their new school of enrollment.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6173.3 - Education for Juvenile Court School Students)

As applicable, when determining the best placement for a student who is subject to involuntary transfer, the Superintendent or designee shall review all educational options for which the student is eligible, the student's academic progress and needs, the enrollment capacity at district schools, and the availability of support services and other resources.

Whenever a student is involuntarily transferred, the Superintendent or designee shall provide timely written notification to the student and his/her parent/guardian and an opportunity for the student and parent/guardian to meet with the Superintendent or designee to discuss the transfer.

Students Convicted of Violent Felony or Misdemeanor

A student may be transferred to another district school if he/she is convicted of a violent felony, as defined in Penal Code 667.5(c), or a misdemeanor listed in Penal Code 29805 and is enrolled at the same school as the victim of the crime for which he/she was convicted. (Education Code 48929)

Before transferring such a student, the Superintendent or designee shall attempt to resolve the conflict using restorative justice, counseling, or other such services. He/she shall also notify the student and his/her parents/guardians of the right to request a meeting with the principal or designee. (Education Code 48929)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 6164.2 - Guidance and Counseling Services)

Participation of the victim in any conflict resolution program shall be voluntary, and he/she shall not be subjected to any disciplinary action for his/her refusal to participate in conflict resolution.

The principal or designee shall submit to the Superintendent or designee a recommendation as to whether or not the student should be transferred. If the Superintendent or designee determines that a transfer would be in the best interest of the students involved, he/she shall submit such recommendation to the Board for approval.

The Board shall deliberate in closed session to maintain the confidentiality of student information, unless the parent/guardian or adult student submits a written request that the matter be addressed in open session and doing so would not violate the privacy rights of any other student. The Board's decision shall be final.

(cf. 9321 - Closed Session Purposes and Agendas)

The decision to transfer a student shall be subject to periodic review by the Superintendent or designee.

The Superintendent or designee shall annually notify parents/guardians of the district's policy authorizing the transfer of a student pursuant to Education Code 48929. (Education Code 48980)

(cf. 5145.6 - Parental Notifications)

Other Involuntary Transfers

Students may be involuntarily transferred under either of the following circumstances:

1. If a high school student commits an act enumerated in Education Code 48900 or is habitually truant or irregular in school attendance, he/she may be transferred to a continuation school. (Education Code 48432.5)

(cf. 6184 - Continuation Education)

2. If a student is expelled from school for any reason, is probation-referred pursuant to Welfare and Institutions Code 300 or 602, or is referred by a school attendance review board or another formal district process, he/she may be transferred to a community day school. (Education Code 48662)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6185 - Community Day School)

Legal Reference:

EDUCATION CODE

35146 Closed sessions; student matters

48430-48438 Continuation classes, especially:

48432.5 Involuntary transfer to continuation school

48660-48666 Community day schools, especially:

48662 Involuntary transfer to community day school

48900 Grounds for suspension and expulsion

48929 Transfer of student convicted of violent felony or misdemeanor

48980 Notice at beginning of term

PENAL CODE

667.5 Violent felony, definition

29805 Misdemeanors involving firearms

WELFARE AND INSTITUTIONS CODE

300 Minors subject to jurisdiction

602 Minors violating laws defining crime; ward of court

Management Resources:

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: December 11, 2017
SUBJECT: **Approve Internship Agreement with National University**

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/administrative positions within the district. A contract with National University and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective from January 9, 2018 through January 9, 2023.

RATIONALE: By adding National University Intern program, the District will expand its pool of applicants. 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: There is no cost to the District.

RECOMMENDATION: Approve Intern Agreement with National University

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



INTERNSHIP CREDENTIAL PROGRAM AGREEMENT

This Internship Credential Program Agreement (“**Agreement**”) is entered into effect January 9, 2018 (“**Effective Date**”) by and between Tracy Joint Unified, a legal association of school districts who have partnered for the purpose of providing contractual services for students, or state-supported K-12 educational service unit, which is located in the State of California, County of San Joaquin (individually or collectively, “**District**”), and National University (“**University**”), a California nonprofit, private university.

RECITALS

- A. **University** is accredited by the Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges (WASC). **University** has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (CTC) to offer the following internship credential programs (“**Programs**”): Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology;
- B. California Education Code Sections 44452 and 44321 authorize a public school district or county office of education in cooperation with an approved college or university to establish an internship program meeting the provisions of applicable California statutes and CTC regulations. **District** is a public school district (or state-supported K-12 educational service unit) or county office of education and **University** is an approved university within the meaning of Ed Code Section 44452; and
- C. **District** and **University** wish to partner to deliver services in support of the Programs that meet the regulations and standards of CTC. Attached as Exhibit “A” to this Agreement and incorporated herein by this reference is a list of the Programs that **District** and **University** will be supporting through this partnership.

Based on these recitals, **District** and **University** agree as follows:

- 1. **Term.** The term of this Agreement shall commence as of the Effective Date above and shall continue until January 9, 2023, or such time as either party gives 30 days notice of its intent to terminate this Agreement. All Interns placed with **District** and who are in good standing with **District** and **University** as of the date of termination of this Agreement shall be permitted to complete their internship experience with **District**.
- 2. **Placement of Interns.** **University** students, certified as qualified and competent by **University** to provide intern services to **District**, may, at **District**’s discretion, be accepted and assigned to its schools for services as interns (“**Interns**”). **University** and **District** shall coordinate the process of selection and placement of Interns. **University** reserves the right to make the final determination on any Intern’s acceptance into the Program, while **District** reserves the right to make the final determination on any Intern’s employment. Neither **University** nor **District** shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran’s status, medical condition, marital status, or citizenship, within the limits imposed by law.
- 3. **Program Requirements.** Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
 - a. Recommendation to a Program by a **District** designee.
 - b. Interview and screening by **District** staff, including a background check, district administrator interview and paper screening, Department of Justice fingerprint clearance, and a baccalaureate degree from an accredited institution.
 - c. Interview and screening by **University** staff, including a personal interview, written self-evaluation regarding teaching and learning, and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
 - d. Interview with a **University** Support Provider/Supervisor and a lead faculty member for the Program.
 - e. Passage of the CBEST exam or proof of basic skills assessment and verification of subject matter competence by completion of an approved program or passage of the CSET.
 - f. All service preconditions required by the CCTC shall have been met.
- 4. **Intern Employment Status.** Interns shall be **District** employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers’ compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.

5. Reservation of Right to Payment. Pursuant to Education Code Section 44462, **District** reserves the right to request an adjustment of any Intern's salary to cover supervision services pursuant to this Agreement.
6. Non-Displacement of Certificated Employees. Pursuant to CTC requirements, upon request **District** shall provide written certification to **University** that each Intern placed with **District** has not displaced a certificated **District** employee, which shall enable **University** to verify to CTC that all statutory and CTC requirements have been met.
7. Intern Advisory Committee. **District** and **University** will collaborate to develop an Intern Advisory Committee comprised of community members, institutional administrators, teachers, faculty members, and at least one Intern representative, which will serve to provide guidance and support for the Programs.
8. Teacher and Special Education Intern Support.
 - a. To support Education Credential Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Program. **District** supervisors are called "Site Support Providers". **University** supervisors are called "University Support Providers". **District** Site Support Providers will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by visiting the classroom to conduct real time observations with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. A minimum of two hours of support / mentoring and supervision must be provided to an intern every five instructional days
 - b. **District** Site Support Providers will hold a valid Clear or Life Credential in the content area for which they are providing supervision, three years of successful teaching experience, hold a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or valid bilingual authorization issued pursuant to section 80015.1, and must have demonstrated exemplary teaching practices.
 - c. **District's** Site Support Provider and **University's** Support Provider will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
 - d. **District's** Site Support Provider/Site Supervisors and **University's** Support Providers will meet without the Intern to discuss the Intern's progress, as needed.
 - e. Concurrent with an Intern's experience at **District**, **University** will hold Program orientation seminars for Interns and training seminars for **District** Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
 - f. **District** will include Interns in appropriate **District** support programs and regularly scheduled staff development activities.
 - g. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance is provided to Interns at a minimum of 2 hours a week while employed as the teacher of record..
 - h. **District** and **University** will share supervision and ongoing support requirements totaling a minimum of 144 hours per school year. Interns without English Language Authorization must receive 45 hours of focused English Language instruction support per school year; (b)(5)(B) requires the employer to identify an individual with EL authorization who will be immediately available to assist an intern teacher who does not yet hold EL authorization. **University** Support Providers will monitor the completion of employer-provided support via an Intern Support Verification Form to verify the clockwork hours provided by Site Support Providers and/or employer support personnel. Forms must be submitted as part of the intern's clinical practice course assignments. Program faculty, program supervisors, and district-employed supervisors monitor and support candidates during their progress towards mastering the TPEs.
 - i. Employers who hire/place or wish to backdate interns outside National University clinical practice start offerings are required to provide 100% of the state mandated support (4 hours per week of general support, and 1.25 hours of EL specific support if the intern does not hold EL authorization) until the next available start date at which point the University Support provider will provide University support services as noted in article (8.h.).
 - j. District-employed supervisors must complete an orientation to the program's expectations and be knowledgeable regarding program curriculum and assessments, including the TPEs and the CAL TPA. District employed supervisors are required to complete a minimum of 10 hours of initial orientation provided through National University on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the TPEs and the CAL TPA.
 - k. District sites with interns must have a fully qualified administrator.
 - l. University may request use of video capture for candidate reflection and CAL TPA completion to reflect to the extent possible Intern's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. School Site shall inform Special Education Credential Interns of video recording policies in place for the CAL TPA task video capture requirement.
9. Counseling, Psychology and Administrative Services Intern Support
 - a. To support Services Credential Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, Pupil Personnel Services School Psychology, and Administrative Services Programs. **District** supervisors are called "Site Support Providers/Site Supervisors". **University** supervisors are called "Support Providers/University Supervisors".
 - b. **District** and **University** shall independently determine the qualifications of their respective supervisors.

- c. **District's** Site Support Provider/Site Supervisors and **University's** Support Provider/University Supervisors will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
 - d. **District's** Site Support Provider/Site Supervisors and **University's** Support Providers/University Supervisors will meet without the Intern to discuss the Intern's progress, as needed.
 - e. Concurrent with an Intern's experience at **District**, **University** will hold Program orientation seminars for Interns and training seminars for **District** Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
 - f. **District** will include Interns in appropriate **District** support programs and regularly scheduled staff development activities.
 - g. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at **District**.
 - h. **University** Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.
10. Academic Responsibility. **University** shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.
 11. Certificate of Clearance. In accordance with California Education Code Section 44320, each credential candidate prior to assignment to **District** must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The **University** will ensure that student's receive a Certificate prior to beginning their assignment in the district or hold a valid document issued by the CTC accounting for fingerprint clearance. **University** acknowledges **District** requires Interns to undergo an additional background check to be conducted by the **District**. The **District** shall provide **University** eligible Interns with **District** fingerprint procedures.
 12. Tuberculosis Clearance. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to **District** must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, prior to beginning the candidate's assignment in the **District**.
 13. Duration of Internship. Once a student has been accepted as an Intern by **District**, and if the student remains in good standing in the Program at **University** and within the **District's** policies and performance standards, the Intern will be permitted to finish his/her internship at **District**. However, an Intern who performs below acceptable **District** or **University** standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the **District** and/or removed from his/her Program by the **University**. All services provided by **University** and **District** pursuant to this Agreement shall terminate upon an Intern's removal from the **District** or termination of participation in a Program.
 14. Assessment. Assessment is a function of the Teacher Education Internship Seminar course (for the Teacher Education Internship Credential), Specialist Education Clinical Practice Seminar courses (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) and Best Practices Internship Seminar for School Counseling and School Psychology (for the Pupil Personnel Services Internship Credential). Students in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course. This pre-assessment, development and post-assessment will occur in collaboration with the **District** Site Support Provider/Site Supervisor and the **University** Support Provider/University Supervisor.
 15. Indemnity. The **District** shall defend, indemnify and hold the **University**, 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.

The **University** 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 **University**, its officers, employees, or agents.
 16. Insurance. **University** agrees to maintain at least \$1 million per occurrence and \$2 million in General Aggregate Liability Insurance coverage to cover **University** Supervisors who will occasionally observe the Intern within the **District**. **University** agrees to provide **District** with a Certificate of General Liability Insurance coverage for **University** Intern Supervisors only, including an Endorsement/Additional Covered Party Amendatory Endorsement/Additional Insured naming the **District** as an additional insured party in conjunction with **University** Intern Supervisors.
 17. Relationship of Parties. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship between the parties.
 18. Publicity. Neither **University** nor **District** shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written

consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.

19. Records. It is understood and agreed that all employment records shall remain the property of **District**, and all student records, including Intern assessments, will remain the property of **University**.
20. Entire Agreement and Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
21. Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
22. Notices. All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.
23. Representations. Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.
24. General Provisions. The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at San Diego, California.

This Agreement is executed by and between:

University: National University

Contact: Isabel Gonzalez
Credentials Contract Coordinator
9980 Carroll Canyon Road
San Diego, CA 92131
Telephone (858) 642-8310
Facsimile (858) 642-8717
credcontracts@nu.edu

By: _____
Dave C. Lawrence
Vice Chancellor, Finance

Dated: _____

District: Tracy Joint Unified

By: _____

Name: Tammy Jalique

Title: Associate Superintendent for Human Resources

Address. 1875 W. Lowell Ave., Tracy, CA 95376

Telephone: 209-830-3260

Dated: _____

EXHIBIT A

Internship Programs

District and University wish to partner to support the following Programs:

Teacher Education Internship Credential
Special Education Internship Credential
Preliminary Administrative Services Internship Credential
Pupil Personnel Services Internship Credential – School of Counseling
Pupil Personnel Services Internship Credential – School of Psychology



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephen, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: December 6, 2017
SUBJECT: **Authorize the Revised Declaration of Need for the 2017-2018 School Year**

BACKGROUND: In order for Tracy Unified to apply for emergency permits with the California Commission on Teacher Credentialing, the governing Board of a School District is required to certify that there may be an insufficient number of certificated persons who meet the District's employment criteria as listed on the attached forms. We have found necessary to request a revision due to the fact that we will need more English Learner Emergency Permits due to the hiring of teachers from out state whose out of state credentials do not require this particular authorization.

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

FUNDING: None.

RECOMMENDATION: Authorize the Revised Declaration of Need for the 2017-2018 School Year

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



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

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: _____

Revised Declaration of Need for year: 2017-2018

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Tracy Unified School District District CDS Code: 75499

Name of County: San Joaquin County CDS Code: 39

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

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

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 01 / 09 / 2018 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

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

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2018.

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

Tammy Jalique

Associate Superintendent for Human Resources

Name

Signature

Title

209-830-3264

209-830-3260

Fax Number

Telephone Number

Date

1875 W. Lowell Ave., Tracy, CA 95376

Mailing Address

tjalique@tusd.net

E-Mail Address

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

Name of County N/A County CDS Code N/A

Name of State Agency N/A

Name of NPS/NPA N/A County of Location N/A

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

The declaration shall remain in force until June 30, _____.

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

Submitted by Superintendent, Director, or Designee:

N/A	N/A	N/A
Name	Signature	Title
N/A	N/A	N/A
Fax Number	Telephone Number	Date
N/A	Mailing Address	
N/A	EMail Address	

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

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

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

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

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	9
Bilingual Authorization (applicant already holds teaching credential)	2
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	2
Teacher Librarian Services	1

LIMITED ASSIGNMENT PERMITS

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

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

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	3
Single Subject	5
Special Education	4
TOTAL	12

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

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

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

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

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes ☐ No ☒

If no, explain. Our County Office houses Teaches College of San Joaquin and most of our Interns are enrolled in this program.

Does your agency participate in a Commission-approved college or university internship program? Yes ☒ No ☐

If yes, how many interns do you expect to have this year? 18

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

Teachers College of San Joaquin, University of the Pacific, Brandman University, Alliant University, National University and CalState Teach.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: November 11, 2017
SUBJECT: Approve Variable Term Waivers for Special Education Teachers – Added Authorization in Special Education (AASE); Autism Spectrum

BACKGROUND: Variable term waivers provide additional time for teachers to complete the requirements for the credential that authorizes service or to provide employing agencies time to fill the assignment with an individual who either holds an appropriate credential or qualifies under one of the available assignment options.

RATIONALE: Several Special Education Teachers have completed some of the requirements for the Autism Spectrum Authorization but have not yet met all the requirements needed to be recommended for the authorization. A Variable Term Waiver is needed to allow them time to complete the requirements and obtain their full Autism Spectrum Authorization.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Variable Term Waivers for Special Education Teachers – Added Authorization in Special Education; Autism Spectrum

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources.

**BEFORE THE BOARD OF TRUSTEES
TRACY UNIFIED SCHOOL DISTRICT
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA**

DECLARATION

The Governing Board of Tracy Unified School District declares that the District has elected to request the following Variable Term Waivers while the Special Education Teachers below work on completing the requirements to obtain their full Autism Spectrum Authorization. The individuals will be provided orientation, guidance and assistance during the valid period of the waiver.

Audie Lavonna Robins – RSP at Tracy High School; 9th-12th grade
Christine Toon – SDC at West High School; 9th -12th grades
Wayne David Vallotton – RSP at Stein High School; 9th – 12th grades

AYES:
NOES:
ABSTAIN:
ABSENT:

Board President

Date

ATTEST:

Board Vice President

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: December 12, 2017
SUBJECT: Approve Administrative Fieldwork Agreement with Concordia University

BACKGROUND: Tracy Unified School District encourages colleges and universities to place students in our schools to complete their fieldwork requirement to obtain their credentials. This has aided the District in increasing the number of candidates that are available for a variety of administrative positions within the district. A contract with Concordia University and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective from January 10, 2018 through January 10, 2021.

RATIONALE: Students will be placed with fully credentialed experienced administrators within our district who are willing to serve as mentors. By approving this agreement with Concordia University, the District will expand its pool of applicants. 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: There is no cost to the District.

RECOMMENDATION: Approve Administrative Fieldwork Agreement with Concordia University

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



**Concordia University Irvine
School of Education
Administrative Credential
PRACTICUM**

**Name of School District:
Date sent to school district:**

This Administrative Credential candidate Agreement ("Agreement") is made and entered into as of the execution of the Agreement by both parties (on the "Effective Date") by and between _____
Tracy Unified ("School District") located in Tracy, California, and
Concordia University ("University") a non-profit religious corporation located in Irvine, California.

RECITALS

- A. School District operates schools within its service area, and employs credentialed school counselors to serve one or more of those schools.
- B. University is an institution of higher learning authorized pursuant to California law to offer education programs, including without limitation, the Administrative Credential program which requires Administrative Credential practicum experience to fulfill the credentialing requirements set forth by the California Commission on Teacher Credentialing (the "Program").
- C. School District operates schools which are suitable for University's Program. University desires to establish the Program at School District for the students of the University enrolled in the Program. School District desires to support the Program to assist in training students of University.
- D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program at School District schools.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RESPONSIBILITIES OF UNIVERSITY

- 1.1 Academic Responsibility. University shall develop the curriculum for the Program and shall be responsible for student accreditation and/or approval by any state board or agency.
- 1.2 Number of Students. University shall designate and notify School District of the students who are enrolled and in good standing in the Program to be assigned for field experience at School District in such numbers as are mutually agreed upon between School District and University. University and School District will also mutually agree to the dates and length of the Program.
- 1.3 Orientation. University shall provide orientation to all students and ensure that all students receive instruction and have necessary basic skills prior to the field experience at School District.

- 1.4 Discipline. University shall be responsible for counseling, controlling, disciplining and all activities of students at School District.
- 1.5 Documentation. University shall maintain all attendance and academic records of students participating in the Program. University shall implement and maintain an evaluation process of the students' progress throughout the Program.
- 1.6 Fingerprint and TB Clearance. The University will be responsible for students obtaining fingerprint and TB clearance and maintaining all documentation should proof be requested. The University understands and agrees that students must be fingerprinted by the School District.

In accordance with California Education Code Section 44320, each credential candidate prior to assignment to District must obtain, at their sole expense, a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that student's receive a Certificate prior to beginning their assignment in the district or hold a valid document issued by the CTC accounting for fingerprint clearance.

In accordance with California Education Code Section 49406, each credential candidate prior to assignment to District must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, prior to beginning the candidate's assignment in the District.

- 1.7 School District Policies and Procedures. University shall ensure that each student is aware of and understands all applicable School District policies and procedures and shall require each student to conform to all such School District policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of School District and University.
- 1.8 Supplies and Equipment. University shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program. University shall also be responsible, as between School District and University, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program.
- 1.9 Confidentiality. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District and the University shall remain strictly confidential and shall not be disclosed without consent of the other party.

The University shall notify Students that they are responsible for respecting and maintaining the confidentiality of all Student information and law enforcement records which the Student may receive or have access to pursuant to this Agreement. The University shall notify Students that they must agree to comply with the terms and conditions of all applicable confidentiality laws, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Regulations promulgated thereunder (20 U.S.C. section 1232g; 34 C.F.R. Part 99); California Education Code section 49060 et seq. (pupil records); California Welfare & Institutions Code sections 300 and 600 et seq.; 827 (juvenile justice system records); California Welfare & Institutions Code §5328.6 and §5328.7 (Mental Health Records); and 42 U.S.C. §§290dd-2; (iv) Health Insurance Portability and

Accountability Act of 1996 ("HIPAA") and the Regulations promulgated thereunder (42 U.S.C. Sections 1320d-2 and 1320d-4; 45 C.F.R. Subtitle A, Subchapter C, Parts 160 – 164), as amended from time to time.

- 1.10 Insurance. University shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on University's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, University agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. University shall ensure that such policies provide for notification to School District at least thirty (30) days in advance of any material modification or cancellation of such coverage. University also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of University working at School District pursuant to this Agreement at all times during the course of this Agreement. University shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program. The University shall comply with the School District insurance requirement as set forth in the attached Exhibit B.
- 1.11 Accreditation. University shall at all times during the course of this Agreement be accredited, licensed or qualified to offer the Program to students.
- 1.12 Program description: See exhibit A attached for the description of the practicum/fieldwork requirements.

2. RESPONSIBILITIES OF SCHOOL DISTRICT

- 2.1 Access. School District shall permit nonexclusive access to the Program to those students designated by University as eligible for participation in the Program at School District provided such access does not unreasonably interfere with the regular activities at School District. School District agrees to provide qualified students with field experience opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of School District pupils.
- 2.2 Implementation of Program. School District agrees to cooperate with and assist in the planning and implementation of the Program at School District for the benefit of students from University.
- 2.3 Supervision: School District shall provide for the supervision of University students in their field experience at School District school(s) by a properly credentialed school counselor provided by the School District.
- 2.4 Space and Storage. At School District's discretion, it will provide students with a workspace at the School District school(s) and with an acceptable amount of storage space for University's instructional materials for use in the Program, subject to reasonable availability.
- 2.5 Removal of Students. In the event that any University student, in the sole discretion

of School District, fails to perform satisfactorily, fails to follow School District policies, procedures and regulations, or fails to meet School District standards for health, safety, security, cooperation or ethical behavior, School District shall have the right to request that University withdraw the student from the Program. University shall comply with School District's request within five (5) days of receipt of written notice from School District. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to safety or personnel, School District may immediately exclude any student from School District until final resolution of the matter with University.

- 2.6 Documentation. School District agrees to make available to qualified students of University a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules.
- 2.7 Statement of Adequate Staffing. School District acknowledges that it has adequate counseling staffing and that students participating in the Program shall not be required to substitute for any school district contracted employee necessary for reasonable staffing coverage.
- 2.8 Authority. School District shall maintain at all times full authority over and responsibility for care of its pupils and may intervene and/or redirect University students when appropriate or necessary.
- 2.9 Insurance. School District agrees to maintain professional liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School District agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. School District shall ensure that such policies provide for notification to University at least thirty (30) days in advance of any material modification or cancellation of such coverage. School District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School District working at School District pursuant to this Agreement at all times during the course of this Agreement. School District shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis.

3. RELATIONSHIP OF THE PARTIES

- 3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for three (3) years unless terminated sooner as provided herein.
- 3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, School District will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of said notice by School District, was satisfactorily participating in the Program.
- 3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that University is at all times acting and performing as an independent contractor. Nothing in this Agreement is

intended nor shall be construed to create between School District and University an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between School District and any University student.

- 3.4 **Role of Students.** It is not the intention of University or School District that any students occupy the position of third party beneficiary of any obligations assumed by School District or University pursuant to this Agreement.
- 3.5 **Publicity.** Neither University nor School District shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program without the prior written consent of the other party.
- 3.6 **Records.** It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of School District.

4. GENERAL PROVISIONS

- 4.1 **Entire Agreement; Amendment.** This Agreement contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement.
- 4.2 **Assignment.** Neither party shall subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of the other party. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.
- 4.3 **Indemnification.** Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its officers, directors, regents, agents, employees, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its officers, directors, regents, agents, employees, students, or subcontractors.
- 4.4 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.
- 4.5 **Non-Discrimination.** Neither party shall discriminate against any University student on the basis of disability, age, race, color, gender, gender-identity, sexual orientation, national and ethnic origin or any other protected class in administration of this Program, except to the extent that religious freedom exemptions apply.
- 4.6 **Notices.** Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally

delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

School District: Tracy Unified School District
1875 W Lowell Ave,
Tracy, CA 95376
Attn: Luz Gallegos
lgallegos@tusd.net

University: Concordia University Irvine
1530 Concordia West
Irvine, CA 92612
Attn: Office of the Provost
provost@cui.edu
Copy to General Counsel

- 4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- 4.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.
- 4.9 Program Description: Refer to Exhibit A for the description of the practicum and fieldwork program.

SIGNATURE PAGE

THIS AGREEMENT IS ENTERED INTO THIS 10th DAY OF January, 2017.

AGREEMENT EFFECTIVE:

STARTING 10th DAY OF January, ~~2017~~ THROUGH 10th DAY OF January, ~~2020~~.

(Three year agreement – May be renewed with consent of both parties)

SCHOOL DISTRICT:

Signature: _____

Typed Name: _____

Tammy Jalique

Title: _____

Associate Superintendent of Human Resources

Date: _____

CONCORDIA UNIVERSITY:

Signature: _____

Typed Name: _____

Dr. Peter Senkbeil – Concordia University, Irvine, CA.

Date: _____

12/11/17

Exhibit A

During the course of the Practicum experience, the Practicum experience student will complete the approved Concordia University Practicum experience portions of the program.

- a. The duration for the Practicum experience will be determined prior by the School District and Concordia University for each Practicum experience student. It is intended that this Practicum experience encompass a period of at least one term and will not exceed the time limits as listed below:

Practicum: Not to exceed 1 calendar year

The School District and Concordia will cooperatively develop and implement a support system for each Practicum experience student.

- b. The Administrative Practicum experience student will be provided experience and practice in the school and classroom. Anticipated duties are listed below. Duties will vary according to available opportunities on the site, as determined by the District. The Practicum experience activities will be determined using the Planning Document based upon the California Standards for the Administrative Credential.

Practicum Duties – 100 hours required (University/School District-level):

- 1) Parent Meeting Presentation
- 2) Test Planning
- 3) Facilitating Department Meeting
- 4) GATE (or similar) Budget Development
- 5) Facilitating IEP Meeting
- 6) Administrative Collaboration: Curriculum
- 7) Present at Staff Development
- 8) Conduct Parent Workshop

Exhibit B



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.