

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

**DATE:** TUESDAY, AUGUST 28, 2018

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

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

**AGENDA**

- |           |  |                |
|-----------|--|----------------|
| <b>1.</b> | <b>Call to Order</b>   | <b>Pg. No.</b> |
| <b>2.</b> | <b>Roll Call – Establish Quorum</b><br>Board: D. Arriola, J. Costa, S. Gilbert, W. Gouveia, T. Guzman, G. Silva, J. Vaughn<br>Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry                                   |                |
| <b>3.</b> | <b>Closed Session:</b> 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. |                |
|           | <b>3.1 Administrative &amp; Business Services:</b> None.   |                |
|           | <b>3.2 Educational Services:</b>   |                |
|           | <b>3.2.1</b> Findings of Fact #18-19/01  |                |
|           | <b>3.2.2</b> PE Exemption #10308269  |                |
|           | <b>Action:</b> Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __  |                |
|           | <b>3.3 Human Resources:</b>  |                |
|           | <b>3.3.1</b> Approve Resignation Agreement and Release of All Claims #UC 1096  |                |
|           | <b>Action:</b> Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __  |                |
|           | <b>3.3.2</b> Approve Resignation Agreement and Release of All Claims #UC 1097  |                |
|           | <b>Action:</b> Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __  |                |
|           | <b>3.3.3</b> Approve Resolution No. 18-03, Authorizing Administrative Release and/or Reassignment for the 2019-2020 School Year  |                |
|           | <b>Action:</b> Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __  |                |
|           | <b>3.3.4</b> Consider Public Employee/Employment/Discipline/Dismissal/Release  |                |
|           | <b>Action:</b> Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __  |                |
|           | <b>3.3.5</b> Conference with Labor Negotiator<br>Agency Negotiator: Tammy Jalique<br>Associate Superintendent of Human Resources<br>Employee Organization: CSEA, TEA   |                |

**4. Adjourn to Open Session**

**5. Call to Order and Pledge of Allegiance**

**6. Closed Session Issues:**

**6a** Findings of Fact #18-19/01

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

**6b** Report Out of Action Taken on PE Exemption #10308269

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

**6c** Report Out of Action Taken on Approve Resignation Agreement and Release of All Claims #UC 1096

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

**6d** Report Out of Action Taken on Approve Resignation Agreement and Release of All Claims #UC 1097

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

**6e** Report Out of Action Taken on Approve Resolution No. 18-03, Authorizing Administrative Release and/or Reassignment for the 2019-2020 School Year

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

**7. Approve Regular Minutes of August 14, 2018.**

**1-5**

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

**8. Student Representative Reports: Kimball High:** Gabriel Coronado; **West High:** Briana Mendez, Alexis Villela; **Tracy High:** Alyssa Barba.

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

**9.1** Presentation by Lawrence Livermore National Laboratory

**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:**

**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:**

- |               |   |              |
|---------------|---|--------------|
| <b>13.1.1</b> | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   | <b>6-7</b>   |
| <b>13.1.2</b> | 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 | <b>8-9</b>   |
| <b>13.1.3</b> | Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2018/19 School Year   | <b>10-11</b> |
| <b>13.1.4</b> | Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   | <b>12-13</b> |

**13.2 Educational Services:**

- |               |   |              |
|---------------|---|--------------|
| <b>13.2.1</b> | Approve Agreement for Special Contract Services with AccuTrain Corporation to Provide Professional Development on Responsibility Centered Discipline to Administrators, Teachers and Classified Staff at North School for the 2018-2019 School Year   | <b>14-17</b> |
| <b>13.2.2</b> | Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2018-2019 School Year   | <b>18-26</b> |
| <b>13.2.3</b> | Ratify Memorandum of Understanding (MOU) with California State University, Stanislaus' Great Valley Writing Project to Provide Professional Development to Grade 5-8 ELA Teachers and Paraprofessionals at North School for the 2018-2019 School Year | <b>27-32</b> |
| <b>13.2.4</b> | Approve Agreement for Special Contract Services with Restoration Center to Provide After School Study Hall and Tutorial at Kimball High School for the 2017-2018 School Year  | <b>33-36</b> |
| <b>13.2.5</b> | Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to Provide Prevention and Intervention Services to at Risk Students at West High School for the 2018-2019 School Year  | <b>37-40</b> |
| <b>13.2.6</b> | Approve Agreement for Special Contract Services for Sow A Seed Community Foundation to Provide Intervention Services to Students at Monte Vista Middle School for the 2018/2019 School Year   | <b>41-44</b> |

**13.3 Human Resources:**

- |               |   |              |
|---------------|---|--------------|
| <b>13.3.1</b> | Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment | <b>45-46</b> |
| <b>13.3.2</b> | Approve Classified, Certificated, and/or Management Employment  | <b>47-49</b> |

**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** Adopt Resolution No. 18-05 to Excuse Meeting Absence of Board Member **50-51**

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

**14.2 Educational Services:** None.

**14.3 Human Resources:**

**14.3.1** Approve Variable Term Waiver for Special Education – Adapted Physical Education **52-53**

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

**14.3.2** Acknowledge Revision to AR 4151 Salary Guides (Second Reading) **54-58**

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

**14.3.3** Adopt Resolution No. 18-04, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds **59-60**

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

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

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

**17. Board Meeting Calendar:**

**17.1** September 11, 2018

**17.2** September 25, 2018

**17.3** October 9, 2018

**17.4** October 23, 2018

**17.5** November 13, 2018

**18. Upcoming Events:**

**18.1** September 3, 2018 No School, Labor Day

**18.2** October 22, 2018 Parent/Teacher Conferences, No School

**18.3** November 12, 2018 Veteran’s Day, No School

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent’s Office at 209.830.3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aids or services, he/she should also contact the Superintendent’s Office at least 24 hours prior to the meeting.

**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, August 14, 2018**

- 6:00 PM:** 1-3. President Silva called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: D. Arriola, J. Costa, S. Gilbert, W. Gouveia, G. Silva, J. Vaughn  
Absent: T. Guzman  
Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall, B. Etcheverry  
A moment of silence was held for many community members that have passed away: Henry Welch, Jim Dani, Ken Yasui and Marc Marchini.
- 7:00 PM** 5. President Silva called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Report Out of Action Taken on Application for Reinstatement #AR15-16/#89; AR16-17/#54  
**Action: Vote:** Yes-5; No-0; Absent-2(Guzman, Arriola)  
6b Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 305, Pursuant to Article XXIII  
**Action: Vote:** Approved Yes-5; No-0; Absent-2(Guzman, Arriola)  
6c Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 306, Pursuant to Article XXIII  
**Action: Vote:** Approved Yes-5; No-0; Absent-2(Guzman, Arriola)  
6d Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 307, Pursuant to Article XXIII  
**Action: Vote:** Approved. Yes-5; No-0; Absent-2(Guzman, Arriola)
- Minutes:** 7. **Approve Regular Minutes of June 26, 2018**  
**Action:** Gilbert, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Guzman)
- Employees Present:** A. Gossett, R. Pecot, T. Quijada-Serrano, B. Carter, K. Jacobs. B. Pekari, M. Hill, J. Nott, J. Wimberly, S. Wallace, M. Masuda, K. Felisberto, J. Laister, C. Munger, T. Rucker, C. Johnston
- Press:**
- Visitors Present:** M. Chavez, M. Rose, B. Pekari, T. Pryor
- Student Rep Reports:** None.
- Recognition & Presentations:** 9.1 TEA President, Jacqui Nott, and TEA Executive Board introduced themselves. They included Tandi Rucker, Monica Hill, Miyoko Masuda, Julie Wimberly, Cherie Johnston. Jacqui Nott thanked Trustee Gouveia for his years of service and

hopes he enjoys these last few months.

**Information &  
Discussion Items:**

**10.1 Administrative & Business Services:** None.

**Hearing of  
Delegations**

**11.** Samantha Wallace has taught 22 years at Williams Middle School. She believes that the students do not have enough library and computer time that's need to teach the program. She would like this looked at immediately.

Kim Jacobs is in her 33<sup>rd</sup> year in TUSD. She is assigned to TLC. She believes that many special ed teachers have left because of their caseloads. She explained what her tasks are and the approximate amount of time they take. She feels the numbers are too large. She would like to know what the recruitment and retention plan is.

Maria Chavez is a parent of a child at Millennium High School. Her daughter needed her science test read to her by her teacher. She feels that her teacher has too much work and is not helping her daughter. The daughter missed a lot of the test which gave her a low grade. She feels that RSP teachers need support.

**Public Hearing:**

**12.1 Administrative & Business Services:**

**12.1.1** Conduct a Public Hearing on Item 14.1.1 to Approve Resolution No. 18-01 Approving Acquisition of Property and Authorizing the Filing of a Notice of Exemption.

Opened public hearing at 7:29 p.m.

No comments were made.

Closed public hearing at 7:30 p.m.

Item 14.1.1 was moved up on the agenda.

**Consent Items:**

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

**Action:** On 13.1.2 through 13.3.2. Vaughn, Costa.

**Vote:** Yes-6; No-0; Absent-1(Guzman)

**Action:** On item 13.1.1. Gilbert, Vaughn.

**Vote:** Yes-5; No-0; Abstain-1(Arriola); Absent-1(Guzman)

**13.1 Administrative & Business Services:**

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

**13.1.2** Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District

**13.1.3** Accept the Parent Organization/Booster Club Applications Submitted for the 2018/19 School Year

**13.1.4** Approve Accounts Payable Warrants (June-July, 2018)  
(Separate Cover Item)

**13.1.5** Approve Payroll Reports (June-July, 2018)

**13.1.6** Approve Revolving Cash Fund Reports (June-July, 2018)

- 13.1.7 Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.2 Educational Services:**
- 13.2.1 Approve Specialized Grant Funding for the 2018-2019 Agriculture Incentive Grant for West High School
- 13.2.2 Approve Agreement for Special Contract Services with Dr. Nicoline Ambe - Keynote Speaker to Parents and Staff at South/West Park School for the 2018-2019 School Year
- 13.2.3 Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt: International Center for Leadership in Education (ICLE) to Provide Professional Development with ICLE Consultant Emily Freeland for 3 Additional Days in the 2018-2019 School Year for New Administrators and District Teacher Leaders
- 13.2.4 Ratify Agreement for Special Contract Services with Jen Schrottenboer, MS, MHC, SpEd to Provide Mental Health Services to TUSD Pre-Schools during the 2018-19 School Year
- 13.2.5 Ratify Agreement for Special Contract Services with Jen Schrottenboer, MS, MHC, SpEd to Provide Mental Health Services to Villalovoz Elementary School for the 2018-19 School Year
- 13.2.6 Approve Out of State and Overnight Travel for the AVID District Leadership Training for the 2018-19 School Year
- 13.2.7 Approve Out of State Travel for Kimball High School (KHS) Health Occupations Students of America (HOSA) Club Members and Advisors to Participate in the Washington Leadership Conference in Alexandria, Virginia on September 14-18, 2018
- 13.2.8 Approve Agreement for Special Contract Services with Parent Institute for a Quality Education (PIQE) to Provide Training to Parents at Monte Vista Middle School during the 2018-2019 School Year
- 13.2.9 Approve Agreement for Special Contract Services and Memorandum of Understanding with Parent Institute for Quality Education (PIQE) to Provide Parent Engagement Training at West High School during the 2018-2019 School Year
- 13.2.10 Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Williams Middle School during the 2018-2019 School Year
- 13.2.11 Ratify Agreement for Special Contract Services with Solution Tree, Inc. to Provide Professional Development to Teachers at North School on August 13, 2018
- 13.2.12 Approve Agreement for Special Contract Services with Theresa Hancock to Provide Teacher Training for ALAS Teachers for the 2018-2019 School Year
- 13.2.13 Ratify University Services Agreement with The History Project, University of California, Davis to Provide K-12 History-Social Science Teachers Professional Learning on a Language-focused Approach to Literacy Development in History-Social Science Classrooms
- 13.2.14 Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending July 15, 2018
- 13.2.15 Approve Out of State Travel for Educational Services Staff to Attend the Teaching Learning Coaching Conference in Las Vegas, Nevada on

October 9-11, 2018

- 13.2.16 Ratify Agreement for Special Contract Services with Jen Schrottenboer, MS, MHC, SpEd to Provide Additional Mental Health Services to Villalovoz Elementary School for the 2018-19 School Year
- 13.2.17 Ratify Agreement for Special Contract Services with Dr. M. Alex Peterson for Independent Education Evaluation/Psycho-Educational Assessment
- 13.2.18 Approve Agreement for Special Contract Services with Rick Bledsoe, ATP for Assistive Technology Assessment for the 2018-2019 School Year
- 13.2.19 Ratify Agreement for Special Contract Services with Professional Tutors of America for Compensatory Education of Academic Tutoring for the 2018-2019 School Year
- 13.2.20 Approve Agreement for Special Contract Services with Dr. M. Alex Peterson for an Independent Education Evaluation/Psycho-Educational Assessment
- 13.2.21 Approve Agreement for Special Contract Services with Haynes Family of Programs, S.T.A.R. Academy for Occupational Therapy Independent Education Evaluation (IEE) for the 2018-2019 School Year
- 13.2.22 Approve Agreement for Special Contract Services with James Bylund to Provide an Independent Educational Evaluation/Psycho-Educational Assessment for the 2018-2019 School Year

**13.3 Human Resources:**

- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment

**Action Items:**

**14.1 Administrative & Business Services:**

- 14.1.1 Approve Resolution No. 18-01 Approving Acquisition of Property and Authorizing the Filing of a Notice of Exemption  
**Action:** Vaughn, Arriola. **Vote:** Yes-6; No-0; Absent-1(Guzman)

**14.2 Educational Services:** None.

**14.3 Human Resources:**

- 14.3.1 Approve Declaration for a Provisional Internship Permit  
**Action:** Gouveia, Arriola. **Vote:** Yes-6; No-0; Absent-1(Guzman)
- 14.3.2 Acknowledge Revision to AR 4151 Salary Guides (First Reading)  
**Action:** As amended. Arriola, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Guzman)
- 14.3.3 Adopt Resolution 18-02, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds  
**Action:** Costa, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Guzman)

**Board Reports:**

Trustee Costa welcomed everyone back. She enjoyed attending the New Educator Mixer. Trustee Vaughn is looking forward to a great year. He thanked the TEA board for their introduction. He's never seen them do this in prior years. It was a positive step and advocates collaboration. Trustee Gouveia agrees with Trustee Vaughn. He serves on the Parks Commission and they have a monthly review of their goals. They are involved in many things such as Legacy Fields and the



aquatics center. They are close to naming the ballpark after the Ritter Family who donated all of that land. The reviewed the grant process and restrooms are being built at Legacy Fields. The kick-off for the aquatics center will be in September. Trustee Arriola welcomed everyone back. He requested clarification on hearing of delegations and if people are required to give their name. He spoke with Stockton Unified who partners with many groups and they are having student safety forums similar to ours. He attended the New Educator Mixer and it was nice to see so many teachers who graduated from TUSD and have come back to this community to teach. He also attended a meeting for Latino parents for children of special needs and they did a great presentation. He went to Monte Vista and West High to talk with everyone and it was nice to see changes going on and students wanting to be involved. Trustee Gilbert welcomed everyone back. She was excited to hear from TEA and it is nice to put faces and names together. There are concerns about special ed. It is a national problem that's not specific to TUSD. She noted that there were 5 items on the agenda having to do with financing for special ed students. Trustee Silva thanked the TEA executive board. This was the first time he's seen them introduce themselves and he looks forward to building a relationship and working with them. Special ed is a concern and we are not doing enough. We are aware of it and we are focused on issues and hope to have good results. Thank you for sharing your comments and we appreciate the frustrations. He also attended the New Educator Mixer. It was a great event that is unique to Tracy. We have a community that welcomes new educators and it is sponsored by the Tracy Chamber, Lions Club, City of Tracy and our Human Resources Department. He thanked them for their efforts. Looking forward to a great year.

**Superintendent Report:**

Dr. Stephens thanked everyone for a great opening. There is a lot of work to get schools ready and they looked superb. The Board should be aware that we applied for the Federal Stem Grant and expect to hear next week. This would bring about 4 million dollars for TK through 12<sup>th</sup> grade. The Welcome Back is Monday at 1:30 for refreshments and the program will start at 2:00 program.

**Adjourn:** 7:53

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** August 17, 2018  
**SUBJECT:** **Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

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

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

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

**BUSINESS SERVICES**  
**FACILITIES DEVELOPMENT DEPARTMENT**  
**AUGUST 28, 2018**  
**SUMMARY OF SERVICES**

---

A. Vendor: Fagen Friedman & Fulfrost LLP  
Site: Special Education Department  
Item: Agreement for Legal Services  
Services: Firm will provide specialized on-site training and workshops to special education and general education staff.  
Cost: \$195.00-\$225.00/hr. (Associates), \$240.00-\$275.00/hr. (Partners), \$275.00/hr. (Of-Counsel), \$115.00-\$145.00/hr. (Paralegal/Law Clerk)  
Project Funding: Special Education

---

B. Vendor: Field Turf  
Site: Kimball High School  
Item: Change Order #1 - Ratify  
Services: Contractor adjusted shim from ½” to 1” and replaced rotted header board.  
Cost: \$3,506.00  
Project Funding: Unrestricted General Fund

---

C. Vendor: Bockmon & Woody Electrical Company, Inc.  
Site: Kimball High School – Marquee  
Item: Time & Material - Ratify  
Services: Electrical contractor to connect power to the new marquee located on campus.  
Cost: \$17,109.78  
Project Funding: Unrestricted General Fund

---



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** August 8, 2018  
**SUBJECT:** **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District**

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

Kimball High School:

1. Tracy Unified School District/Kimball High School: From Tracy Inn Inc. for the amount of \$1,000.00 (ck. #8172). This donation will benefit Kimball High School's Class of 2021.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From the Fresno Latino Rotary Club for the amount of \$3,000.00 (ck. #5045). This donation stems from the 2018 Principals Lip Sync Battle and it will benefit Tracy High School's Dance Troupe.
2. Tracy Unified School District/Tracy High School: From WePay for the amount of \$5,316.91 (ck. #0025665422). This donation was generated using the Snap Raise platform and it will benefit Tracy High School's cheer teams.
3. Tracy Unified School District/Tracy High School: From WePay for the amount of \$3,821.73 (ck. #0025669529). This donation was generated using the Snap Raise platform and it will benefit Tracy High School's dance teams.
4. Tracy Unified School District/Tracy High School: From Leprino Foods for the amount of \$1,500.00 (ck. #1010139261). This donation is a contribution to the Leprino Foods Scholarship fund.
5. Tracy Unified School District/Tracy High School: From the Tracy High Football Boosters, new weight lifting equipment valued at \$35,500. This donation will benefit Tracy High School's physical education and athletic programs.

Villalovoz Elementary School:

1. Tracy Unified School District/Villalovoz Elementary School: From the Villalovoz Parent Faculty Club, a GBC Ultima 65 EZLoad Ready laminator valued at \$1,422.36. This donation will benefit the staff and students of Villalovoz.

West High School:

1. Tracy Unified School District/West High School: From Heather Robinson Tanaka for the amount of \$500.00 (ck. #1686). This donation will benefit West High School's Robotic Club.

**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:** August 16, 2018  
**SUBJECT:** **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2018/19 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 (CSO'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 attached document reflects the current status of active School Connected Organizations for the current year. Those groups approved by prior Board Action are indicated as *Approved*. Those being submitted for current approval are indicated as *Recommended for Approval*. Those groups that have indicated an interest in approval, but have not yet met all approval requirements, are indicated as *Pending*. In addition to the status of *Approved*, *Recommended for Approval*, and *Pending*, each organization is marked as being either *Current* or *Revoked*. *Current* means the organization has submitted a current reconciled bank statement within the past two months and all other documentation is adequate. *Revoked* means the organization has failed to submit a current reconciled bank statement within the past two months, other documentation is inadequate, or some other condition exists for which additional compliance steps are required.

**RATIONALE:** Acceptance of this item indicates endorsement by the School Board of the current status of each recognized School Connected Organization or Booster Club in order to meet the District's strategic goal: strategic goal #5 – Continuously improve fiscal, facilities and operational processes.

**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 (CSO's) fundraising endeavors.

**RECOMMENDATION:** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2018/19 School Year.

**Prepared by:** Jill Carter, Director of School Business Support Services & Purchasing



**2018/19 School-Connected Organization/  
Booster Clubs**

Organization	Status	Current Reviewed Bank Statements
Bohn PTO	<i>Pending</i>	
Freiler SPA	<i>Recommended for Approval</i>	
George Kelly PTO	<i>Approved</i>	<i>Current</i>
Hirsch PTO	<i>Approved</i>	<i>Current</i>
Homefield Advantange Athletic Booster Club	<i>Approved</i>	<i>Current</i>
Jaguar Theatre Booster Club	<i>Recommended for Approval</i>	
Kimball High Booster Club	<i>Recommended for Approval</i>	
Kimball High School Music Boosters	<i>Pending</i>	
Kimball High School PSTA	<i>Approved</i>	<i>Current</i>
Monte Vista Parent Club	<i>Pending</i>	
Parents at Williams Staff Students (PAWSS)	<i>Approved</i>	<i>Current</i>
Poet Christian PTSA	<i>Recommended for Approval</i>	
South/West Park Parent Club	<i>Approved</i>	<i>Current</i>
Tracy High Baseball Booster	<i>Recommended for Approval</i>	
Tracy High School Football Boosters	<i>Approved</i>	<i>Current</i>
Tracy High Volleyball Booster Club	<i>Approved</i>	<i>Current</i>
Villalovoz PFC	<i>Approved</i>	<i>Current</i>
West High Music Boosters	<i>Approved</i>	<i>Current</i>
West High Science Boosters	<i>Approved</i>	<i>Current</i>



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** August 17, 2018  
**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  
AUGUST 28, 2018  
SUMMARY OF SERVICES**

---

A. Vendor: Clark & Sullivan Construction and Broward Builders, Inc. a Joint Venture  
Site: Clover School (TLC) Renovation  
Item: Change Order #8 - Ratify  
Services: Scope of work documented on the change order summary.  
Cost: \$2,385.00 Deduction from contingency allowance previously included in contract.  
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:** August 16, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services with AccuTrain Corporation to Provide Professional Development on Responsibility Centered Discipline to Administrators, Teachers and Classified Staff at North School for the 2018-2019 School Year**

**BACKGROUND:** Discipline data including suspensions and expulsions have become a topic of discussion in education. As a District, there has been a renewed focus on instructional practices and ensuring all students have access to the curriculum. When students are suspended, they are missing opportunities to learn. Students and educators need to be provided with a Roadmap to Responsibility. As part of the North School Plan Evaluation this year, the school administration determined that there is a critical need to train educators how to help students take responsibility for their behavior by closing different “exits” or escape routes students might take instead of taking responsibility for their actions. The School Site Council approved a total of \$8,000.00 of Title I funding to be used to provide training at North School during the 2018-2019 school year.

**RATIONALE:** Larry Thompson and Erick Clark, AccuTrain Presenters, will work with teachers, administrators, and classified staff to develop a plan to roll out in the 2018-2019 school year. Instruction will take place before school begins, during the fall and again in the spring. This 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:** The total cost of this program is \$8,000.00 and will be paid with Site Title I funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with AccuTrain Corporation to Provide Professional Development on Responsibility Centered Discipline to Administrators, Teachers and Classified Staff at North School for the 2018 2019 School Year.

**Prepared by:** Mayte Ramirez, Principal, North School

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide Professional Development on Responsibility Centered Discipline to Administrators, Teachers and Classified Staff at North School for the 2018/2019 School Year

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 two ( ) | ] HOURS |  | DAYS, under the terms of this agreement at the following location North School, 2875 Holly Drive, Tracy CA.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$8,000.00 per | | HOUR | | DAY |  | FLAT RATE, not to exceed a total of \$8,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL |  | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$n/a for the term of this agreement.
  - c. District shall make payment on a |  | MONTHLY PROGRESS BASIS | [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on September 21, 2018, and shall terminate on March 30, 2019.
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, Mayte Ramirez, at ( ) 209-830-3350 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
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

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

\_\_\_\_\_  
IRS Identification Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
President

\_\_\_\_\_  
01-3010-0-1110-5800-340-3005

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
208 Ash Avenue Suite 103

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
VA Beach, VA 23452

\_\_\_\_\_  
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:** August 13, 2018  
**SUBJECT:** **Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2018-2019 School Year**

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

**RATIONALE:** The Agricultural Incentive Grant provides additional funds for equipment, materials, and travel for students. The grant money provided to the Tracy Agriculture Department will be used for technology improvements, assist in the purchasing of materials to ensure a quality learning environment, and allows students to attend leadership conferences from the national to the local level. By accepting this grant, the District agrees to supplement the agriculture program by an in-kind match of the funds in the amount of \$17,976.00. This meets District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Agriculture Incentive Grant is in the amount of \$17,976.00.

**RECOMMENDATION:** Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2018-2019 School Year.

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

California Department of Education  
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT  
2018-19 APPLICATION FOR FUNDING  
(Due Date: To be received in Regional Supervisor's Office by June 30, 2018)

Tracy High School

School Site

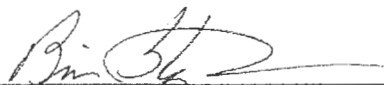
Tracy Unified School District

District


Please include the following items with your application:

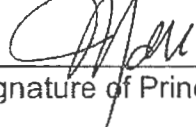
- Eligibility Determination Sheet
- Variance Request Form (if applicable)
- Quality Criterion 12 Form (if applicable)
- Award Estimator and Budget Sheet
- List of Agriculture Teachers

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

  
Signature of Authorized Agent

Superintendent  
Authorized Agent Title

  
Signature of Agriculture Teacher  
Responsible for the Program

  
Signature of Principal

Contact Phone Number: (209) 830-3360

Date of Local Agency Board Approval: 08/28/18

### Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET **ALL** THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

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

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA, PLEASE CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

---

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

Yes     No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A **VARIANCE REQUEST FORM** FOR EACH AND CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

---

IF YOU DO NOT MEET **ALL** REQUIRED QUALITY CRITERIA LISTED ABOVE, **AND** YOU ARE **NOT** SUBMITTING A VARIANCE REQUEST FORM

**STOP**

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT.



**Award Estimator**

**DATES OF PROJECT DURATION: JULY 1, 2018 TO JUNE 30, 2019**

**Applicant Information (please fill in the underlined fields)**

Number of Different Agriculture Teachers at Site (Please attach a separate list of Agriculture teachers' names):	<u>4</u>
Total Number of Students from the prior fiscal year R-2 Report:	<u>372</u>
Number of teachers meeting Criterion 10 (see instructions for more information):	<u>0</u>
Number of teachers meeting Criterion 11a (see instructions for more information):	<u>4</u>
Number of teachers meeting Criterion 11b (see instructions for more information):	<u>1</u>
Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)?	<u>N</u>

**Award Calculations**

Part 1: Based on your number of agriculture teachers at the site: (Please attach a separate list of Agriculture teachers' names):	<u>\$ 5,000.00</u>
Part 2: Based on \$8.00 per member listed on the R-2 Report:	<u>\$ 2,976.00</u>
Part 3a: Based on number of teachers meeting Criterion 10:	<u>\$ 0.00</u>
Part 3b: Based on number of teachers meeting Criterion 11a:	<u>\$ 8,000.00</u>
Part 3c: Based on number of teachers meeting Criterion 11b:	<u>\$ 2,000.00</u>
Part 4: Based on meeting all criteria on the Quality Criterion 12 Form:	<u>\$ 0.00</u>
<b>Total Estimated Award:</b>	<u>\$ 17,976.00</u>

California Department of Education  
 AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT  
 2018-19 APPLICATION FOR FUNDING  
 (Due Date: To be received in Regional Supervisor's Office by June 30, 2018)

**Budget Sheet**

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

**Amount left to Allocate:** \$ 0.00

4000: Books & Supplies

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Office Supplies	\$ 2,000.00	\$ 2,500.00
	<b>Subtotal for 4000</b>	<b>\$ 2,000.00</b>	<b>\$ 2,500.00</b>

5000 Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Transportation	\$ 2,000.00	\$ 3,000.00
2.	Conference	\$ 3,000.00	\$ 4,000.00
3.	CDE	\$ 1,500.00	\$ 1,500.00
4.	Leadership Activities	\$ 1,976.00	\$ 2,000.00
5.			
6.			
7.			
8.			
9.			
10.			
	<b>Subtotal for 5000</b>	<b>\$ 8,476.00</b>	<b>\$ 10,500.00</b>

6000 Capital Outlay, including sites, buildings, improvement of buildings, and equipment

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Shop Equipment	\$ 1,500.00	\$ 1,500.00
2.	Welding Equipment	\$ 2,500.00	\$ 3,000.00
3.	Meats Lab Equipment	\$ 1,500.00	\$ 1,500.00
4.	Animal Science Equipment	\$ 2,000.00	\$ 2,000.00
5.			
	<b>Subtotal for 6000</b>	<b>\$ 7,500.00</b>	<b>\$ 8,000.00</b>

**Total Allocated Funds:** \$ 17,976.00 \$ 21,000.00

**VARIANCE REQUEST FORM**

PLEASE NOTE: EACH CRITERION FOR WHICH A VARIANCE IS REQUESTED MUST BE COMPLETED ON A SEPARATE FORM

Variance Request for Funding Year:

Tracy High School  
\_\_\_\_\_  
School Site

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

1. Standard and criterion for which variance is requested:  
Standard Number:  
Criterion Number:
2. Reasons why the criterion is not being met at this time (use additional pages if needed):
3. Steps to be taken in order to meet this criterion (use additional pages if needed):

\_\_\_\_\_  
Name of Agriculture Teacher  
Responsible for the Program

\_\_\_\_\_  
Signature of Agriculture  
Teacher Responsible for the Program

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Name of Regional Supervisor

\_\_\_\_\_  
Signature of Regional Supervisor

### QUALITY CRITERION 12 FORM

Agricultural programs meeting all of the required Quality Criteria (Criteria 1 – 9) may qualify for an additional \$7,500 by also meeting Criterion 12.

Please check each qualifying condition you meet, below.

This form, along with the appropriate verification, must be submitted with the Agricultural Career Technical Education Incentive Grant Application by the application deadline.

Number of Students on Previous Year's R-2 Report: \_\_\_\_\_

12A: Leadership and Citizenship Development

Number of activities on the approved FFA Activity list in which the local chapter participated (Must participate in at least 80 percent of the activities)

12B: Practical Application of Occupational Skills

Number of students who received the State FFA Degree (Must be at least 5 percent of the R2 number)

12C: Qualified and Professional Activities

Number of teachers who attended a minimum of five professional in-service activities (Must attach approved In-service Activities Verification Page)

12D: Community, Business, and Industry Involvement

Number of meetings held by the local Agriculture Advisory Committee (Must be at least three, with minutes attached)

Name of Agriculture Advisory Committee Chair: \_\_\_\_\_

Phone Number of Agriculture Advisory Committee Chair: \_\_\_\_\_

12E: Retention

Number of students from the 2014 freshman cohort who completed 3 or 4 years of Agriculture Education courses must be at least 30% of the 2014 freshman cohort

12F: Graduate Follow-Up

Number of program completers graduating last year

Number of those who graduated who are employed in agriculture, in the military, or continuing their education (must be at least 75 percent of the program completers). Attach graduate follow-up report

# INCENTIVE GRANT IN-SERVICE ACTIVITIES DOCUMENTATION

**CRITERIA 4.B**

**School Year**

2017-18

**School**

Tracy

Based on the previous year's record, every agriculture teacher, teaching at least ½ time agriculture, attends a minimum of four of the following professional development activities:

Qualified and Competent Personnel

ACTIVITIES	TEACHERS NAMES							
	Kelley	Rooney	Gentry	Edmondson				
Fall Region Meeting	X	X	X	X				
Region In-service Day		X	X	X				
Spring Region Meeting		X	X	X				
Section In-service*	X	X	X	X				
Section In-service*	X	X	X	X				
Section In-service*								
Section In-service*								
Summer Conference				X				
University AgEd Skills Week								
Professional Development **	X	X	X	X				

\* Four Section In-service Meetings equals one Professional Development Activity

\*\* Can utilize a maximum of two other "Agriculturally Related" Professional Development activities than those listed above. Explain the Professional Development:

1 TUSD sponsored PLC training and BBD (2) Edmondson, (2) Gentry

2 TUSD sponsored NGSS training (2) Kelley

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

## ANNUAL FFA CHAPTER ACTIVITIES CHECK SHEET

Year 2017-18 School Tracy

Must meet at least 12 areas

ACTIVITY	NUMBER OF PARTICIPANTS
<b>Attended the following:</b>	
Greenhand Conference	20
Made For Excellence Conference	3
Advanced Leadership Academy	2
Chapter Officer Leadership Conference	6
Spring Region Meeting	1
State Leadership Conference	20
National Convention	8
<b>Submitted the following:</b>	
State Degree Application	6
American Degree Application	1
Proficiency Award Application - Section	0
Chapter Award Application - State	0
Scholarship Application - State	0
<b>Participated in the following:</b>	
Opening and Closing Contest - Section	18
Best Informed Greenhand Contest - Section	0
Co-Op Marketing Quiz - Section	0
Creed Recitation - Section	2
Extemporaneous Speaking - Section	1
Job Interview - Section	2
Impromptu Speaking - Section	2
Prepared Speaking - Section	1
Parliamentary Procedure - Section	0
County/District Fair/Show	39
Career Development Teams (other than those identified above)	
1 Livestock	8
2 Farm Power	4
3 Vet Skills	6
Other Activity Above the Chapter Level (Leadership Events/Additional CDE Teams)	
1 TUSD Trustee Presentations	4
2 Pumpkin Patch	60
3 San Joaquin AGFEST Breeding and Market Shows	39
4 Sectional Officer	1
5 Arizona National Creed Contest	1
<b>TOTAL AREAS MET</b>	<b>24</b>



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** August 16, 2018  
**SUBJECT:** **Ratify Memorandum of Understanding (MOU) with California State University, Stanislaus' Great Valley Writing Project to Provide Professional Development to Grade 5-8 ELA Teachers and Paraprofessionals at North School for the 2018-2019 School Year**

**BACKGROUND:** The California English Language Arts Standards require a shift to teaching more nonfiction and using text sets combining related fiction and nonfiction materials, to prepare students for the reading and writing demands of college and career. Topics to be explored: Practicing strategies for both critical reading and analytical writing, implementing literacy skills mandated by the CCSS, approaching writing tasks with confidence, adapting writing to learn approaches to teaching instruction, implementing lesson studies. A teacher-consultant from the Great Valley Writing Project (GVWP) Carla Hanson, will focus on literacy strategies and implementing lesson studies with 5-8 grade teachers and paraprofessionals. GVWP Teacher Consultant, Carla Hanson will collaborate with Carol Minner to create content, plan and present literacy strategies and facilitate lesson study protocols. Ratification is necessary due to timing of details of the contract.

**RATIONALE:** The CCSS-ELA are high quality, college- and career-ready standards that require new and innovative teaching strategies to implement rigorous reading and writing lessons. The GVWP teacher-consultant will share teaching strategies and materials using District resources for creating effective and rigorous ELA lessons. 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 program will be paid out of Title I not to exceed \$13,418.00.

**RECOMMENDATION:** Ratify Memorandum of Understanding (MOU) with California State University, Stanislaus' Great Valley Writing Project to Provide Professional Development to Grade 5-8 ELA Teachers and Paraprofessionals at North School for the 2018-2019 School Year.

**Prepared by:** Mayte Ramirez, Principal, North School

**Agreement between Tracy Unified School District  
and California State University, Stanislaus (Stanislaus State)**

This Agreement is entered into this day 1st day of August, 2018 between California State University, Stanislaus referred to as "Stanislaus State" and Tracy Joint Unified School District, referred to as "TUSD".

WHEREAS, Stanislaus State and the Great Valley Writing Project shall be responsible for the oversight and implementation of the professional development program for North Elementary School.

THEREFORE the parties mutually agree as follows:

**PERIOD OF PERFORMANCE**

The period of performance begins **August 1, 2018** ("Beginning Date") and shall not extend beyond **May 31, 2019** ("Ending Date"). Stanislaus State is not obligated to continue work or provide services and TUSD is not obligated to compensate Stanislaus State for expenses incurred or commitments made before the Beginning Date or after the Ending Date.

**STATEMENT OF WORK**

Stanislaus State agrees to provide the necessary personnel, facilities, equipment, materials, and data to perform the Scope of Work in accordance with its proposal, which is incorporated into this Agreement as Exhibit A.

**COST**

In consideration for the work to be performed, TUSD agrees to pay Stanislaus State the following firm fixed price of **\$13,418**.

**INVOICING**

Upon final execution of this contract, Stanislaus State shall immediately invoice for the total amount to:

Mayte Ramirez  
North Elementary School  
2875 Holly Ave.  
Tracy, CA 95376  
mramirez@tusd.net

**NOTICES**

All notices required to be given by either party to the other party shall be made in writing. Notices shall be effective upon their receipt. Notice to each party shall be addressed to the appropriate party as listed in Exhibit B.

**INDEMNIFICATION**

TUSD agrees to indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, California State University, Stanislaus and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from TUSD's performance of this Contract.

California State University, Stanislaus agrees to indemnify, defend, and hold harmless TUSD and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of



this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from California State University, Stanislaus performance of this Contract.

#### **INSURANCE**

Stanislaus State will carry Commercial General Liability in the amount of One Million Dollars (\$1,000,000) and General Liability Aggregate in the amount of Two Million Dollars (\$2,000,000). Stanislaus State will carry State Statute Workers' Compensation coverage. Stanislaus State's officers, directors, employees, agents and volunteers shall be covered under one or more of these policies as appropriate.

#### **AMENDMENTS**

Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

#### **TERMINATION**

Either party has the right to terminate this agreement for any reason by giving thirty (30) days written notice of intent to terminate. Upon receipt of such notification, Stanislaus State shall cease incurring costs under this Agreement and take action to cancel all outstanding obligations.

Stanislaus State will be reimbursed for all expenses incurred in accordance with Exhibit B, and any reasonable non-cancelable obligations, up to the maximum reimbursement amount. Upon payment of such costs, TUSD shall be entitled to, and Stanislaus State agrees to deliver, all data, reports, information, and deliverables which Stanislaus State has generated through the date of termination.

In the event that Stanislaus State commits any breach of or defaults on any of the terms or conditions of this Agreement, and also fails to remedy such default or breach within ten (10) days of receipt of written notice thereof from TUSD, TUSD may, at its option and in addition to any other remedies which it may have at law or in equity, terminate the whole or any part of this Agreement, and such termination shall be effective on the date of Stanislaus State's receipt of such written notice.

#### **DISPUTES**

Any dispute arising under or resulting from this Agreement that is not resolved within 60 days by mutual agreement shall be brought to the attention of the parties authorized representatives for resolution. If the informal dispute resolution process is unsuccessful, the parties may pursue all remedies not inconsistent with this Agreement.

#### **CONFIDENTIALITY**

Stanislaus State and TUSD shall maintain the privacy of personal information and protected data as confidential information. Confidential information shall not be used, disclosed or released without full compliance with applicable state and federal privacy laws, and this Agreement.

#### **COMPLIANCE WITH THE LAW**

Stanislaus State shall comply with all applicable federal, California state and local laws, regulations and other requirements.

**CERTIFICATIONS**

By accepting this contract with California State University, Stanislaus, Tracy Unified School District certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or Agency.

**IN WITNESSS WHEREOF**, this agreement contains the entire agreement between both parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this agreement shall be binding. This agreement may not be changed except by mutual agreement of the parties reduced to writing and signed.

**Tracy Unified School District**

**California State University, Stanislaus:**

**Julianna Stocking**  
Director of Alternative Programs

**Darrell Haydon, MBA**  
Vice President for Business and Finance

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Darrell Haydon* 6/11/18

**Kimberly Greer, Ph.D.**  
Provost and Vice President for Academic Affairs

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Kimberly Greer* 6.12.18

**Exhibit A**  
**2018-19 Scope of Work**

**Implementing Approaches to Meet CA English Language Arts Common Core Standards--**  
A Great Valley Writing Project professional development program for North Elementary School in Tracy Joint Unified School District focused on English Language Arts literacy strategies and implementing lesson studies with 5-8<sup>th</sup> grade teachers and paraprofessionals.

**Carol Minner**, Director Great Valley Writing Project will:

- collaborate with Principal Mayte Ramirez to set logistics and content of professional learning focused on literacy strategies aligned with California Standards and implementing lesson studies with 5-8<sup>th</sup> grade teachers.
- create scope of work and budget
- coordinate with GVWP teacher consultants to create content for professional learning sessions for up to 15 teachers and paraprofessionals.

**GVWP Teacher Consultants** to collaborate with Carol Minner to create, plan and present literacy strategies on seven early-release Mondays, facilitate and debrief four days of lesson studies for teams of 5-8<sup>th</sup> grade teachers, and provide two days of coaching for new teachers.

**Camille Harp**, Student Assistant will provide clerical support for the director and GVWP teacher leaders and create financial documents and contracts in accordance with CSU Stanislaus protocol.

**Dates:** August 1, 2018- May 31, 2019

**Times:** Early-release Mondays 2:15-4:30 p.m.; Wed. lesson study days 8 a.m. - 3:30 p.m.

**Location:** North School, Tracy Joint Unified School District Tracy, CA 95376

**Topics to be Explored:**

- Developing a common language for writing instruction
- Becoming familiar with traits of good writing
- Connecting reading curriculum with writing opportunities
- Developing strategies for teaching summary
- Moving students from opinion to argument writing
- Implementing a rubric specific to teaching argument writing
- Building a community of writers in classrooms with teachers serving as writing models
- Empowering students to write for and to audiences outside of classroom
- Implementing lesson studies

**TUSD Contacts:**

Mayte Ramirez, Principal North Elementary

2875 Holly Ave.

Tracy, CA 95376

mramirez@tusd.net

Tracy Unified School District

209 830-3210 ext. 1050

FAX 830-3209

**Exhibit B  
Agreement Contacts**

University Contacts	Agency Contacts
<b>Administrative Contact</b> Name: Joyce Bell Grant & Contract Specialist Address: CSU Stanislaus One University Circle Turlock, CA 95382 Telephone: (209) 667-3784 Fax: (209) 664-7048 Email: jbell6@csustan.edu	<b>Administrative Contact</b> Name: Mayte Ramirez Principal, North School Address: North Elementary School 2875 Holly Dr. Tracy, CA 95376 Telephone: 209.830.3350 Fax: Email: mramirez@tUSD.net
<b>Principal Investigator</b> Name: Oddmund Myhre Interim Dean College of Education Address: CSU Stanislaus One University Circle Turlock, CA 95382 Telephone: (209) 667-3652 Fax: Email: omyhre@csustan.edu Project Director: Carol Minner	<b>Principal Investigator</b> Name: Mayte Ramirez Principal, North Elementary School Address: North Elementary School 2875 Holly Dr. Tracy, CA 95376 Telephone: 209.830.3350 Fax: Email: mramirez@tUSD.net
<b>Financial Contact</b> Name: Trish Hendrix Lead Post Award Specialist Address: CSU Stanislaus One University Circle Turlock, CA 95382 Telephone: (209) 667-3979 Fax: (209) 667-3076 Email: phendrix@csustan.edu	<b>Financial Contact</b> Name: Michelle Daniel Purchasing Specialist Address: 1875 W. Lowell Avenue Tracy, CA Telephone: 209.830.3240 Fax: 209.830.3239 Email: mdaniel@tUSD.net
<b>Authorized Official</b> Name: Dr. Kimberly Greer Provost and VP Academic Affairs Address: CSU Stanislaus One University Circle Turlock, CA 95382 Telephone: (209) 667-3203 Fax: (209) 664-7003 Email: kgreer@csustan.edu	<b>Authorized Official</b> Name: Julianna Stocking, Director of Alternative Programs Address: Tracy Unified School District 1875 W. Lowell Avenue Tracy, CA Telephone: 209.830.3210 Fax: 209.830.3239 Email: jstocking@tUSD.net,



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** August 7, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services with Restoration Center to Provide After School Study Hall and Tutorial at Kimball High School for the 2017-2018 School Year**

**BACKGROUND:** As part of the 2018-2019 Site Plan for Kimball High School, the school administration and parents determined there is a critical need at Kimball High School to support at risk students and their overall school performance. Administration would like to focus our attention on these at risk students by partnering with the Restoration Center to provide a stable environment for students to study and receive academic tutorial.

**RATIONALE:** In order to continue focusing on academic performance, Kimball High School will be contracting with Restoration Center for tutoring, after-school academic supervision and general assistance with students and parents to support their learning process. 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 total cost of this program is \$13,000. District and Targeted SES/EL/FY Funds will be used to pay for the total cost.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Restoration Center to Provide After School Study Hall and Tutorial at Kimball High School for the 2018-2019 School Year.

**Prepared by:** Ben Keller, Principal, Kimball High School

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: PROVIDE TUTORIAL FOR EL AND AT RISK STUDENTS AFTER SCHOOL (MONDAY-THURSDAY) TO HELP SUPPORT ACADEMIC SUCCESS AT KIMBALL HIGH SCHOOL

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-HUNDRED (100) ( ) [ ] HOURS [ X ] DAYS, under the terms of this agreement at the following location KIMBALL HIGH SCHOOL.

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

- a. District shall pay \$ 13,000.00 per [ ] HOUR [ ] DAY [ X ] FLAT RATE, not to exceed a total of \$ 13,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on SEPTEMBER 10, 2018, and shall terminate on MAY 16, 2019.

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, BEN KELLER, at ( ) 209 832-6600 X4010 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:

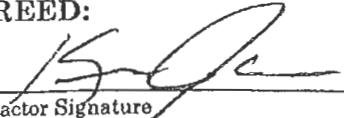
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm 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.

- 0. 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.
- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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.

GREED:

 President  
 Contractor Signature Title  
 EVVIN JAMES PRESIDENT  
 \_\_\_\_\_  
 S Identification Number  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Title  
 PRESIDENT  
 \_\_\_\_\_  
 Address  
 00 NORTH CORRAL HOLLOW ROAD  
 \_\_\_\_\_  
 TRACY CA 95376  
 \_\_\_\_\_

\_\_\_\_\_  
 Tracy Unified School District  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Account Number to be Charged  
 01-0709-0-1000-5800-670-5802  
 \_\_\_\_\_  
 Department/Site Approval  
 DISTRICT & SITE TARGETED SES/EL/FY FUNDS  
 \_\_\_\_\_  
 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:** August 17, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to Provide Prevention and Intervention Services to at Risk Students at West High School for the 2018-2019 School Year**

**BACKGROUND:** Sow A Seed is a prevention and intervention program for at risk students. This program is open for all students who are experiencing social, emotional, or behavioral concerns; habitually truant, at risk of dropping out and or experimenting with drugs. Sow A Seed will connect students and families with community programs, social service agencies, health care providers, community partners, mentors and resources that address the needs that are both academic and non-academic in nature.

**RATIONALE:** West High is addressing the social, emotional gap in services to African American and at risk students. The Sow-A-Seed intervention will be an after school group-based support for students, providing personalized interventions and resources that will support the students' academic achievement and success. 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 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 of this program is \$40,000 for the 2018-2019 school year. West High Title I funds will pay the expenditures for the Sow A Seed program.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to Provide Prevention and Intervention Services to at Risk Students at West High School for the 2018-2019 School Year.

**Prepared by:** Dr. Zachary Boswell, Principal, West High School

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide West High School with prevention and intervention services for the 2018/2019 school year. 1 staff 6 hrs/day, 5 days per week

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 180 ( ) | **HOURS** |  | **DAYS**, under the terms of this agreement at the following location West High School.

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

- a. District shall pay \$ 222.22 per | **HOUR** |  | **DAY** | | **FLAT RATE**, not to exceed a total of \$ 40,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District |  | **SHALL** |  | **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, 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** | | **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 8/29/2018, and shall terminate on 5/27/2019.

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, Dr. Zachary Boswell, at ( ) (209) 830-3370 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





**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** August 17, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services for Sow A Seed Community Foundation to Provide Intervention Services to Students at Monte Vista Middle School for the 2018/2019 School Year**

**BACKGROUND:** Sow A Seed Community Foundation has been providing intervention services for young men and women in the community of Tracy for several years focused on student social and academic success. Students witness the struggles their families face, both economic and personal. With over 66% of students on free or reduced lunch, multiple families living together and part time employment, there is a significant need for intervention services for students at Monte Vista Middle School.

**RATIONALE:** Sow A Seed Community Foundation provides mentors who are positive role models and who can guide young people to envision a brighter future for themselves by the choices they make today. We are currently getting services from Valley Community Counseling and we have over 15 students referred with one therapist and a one day commitment. This year, Sow A Seed Community Foundation can fill a void by offering mentors and youth groups that can meet the needs of our school community. This Agenda request supports District Strategic Goal #2: 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 cost for the 2018/2019 school year is \$6,000. The fees will be paid from Site Title I Categorical Funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services for Sow A Seed Community Foundation to Provide Intervention Services to Students at Monte Vista Middle School for the 2018/2019 School Year.

**Prepared by:** David Doyle, Assistant Principal, Monte Vista Middle School

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide Monte Vista Middle School with mentoring programs and intervention services for the 2018/2019 school year.

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 60 ( ) | | HOURS |  | DAYS, under the terms of this agreement at the following location Monte Vista.

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

- a. District shall pay \$ 6,000 per | | HOUR | | DAY |  | FLAT RATE, not to exceed a total of \$ 6,000. 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 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 08/29/2018, and shall terminate on 5/24/2019.

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, David Doyle, at ( ) (209)830-3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
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:**

Rhodesia Ransom, Executive Director

Contractor Signature \_\_\_\_\_ Title

IRS Identification Number \_\_\_\_\_

Title \_\_\_\_\_

Executive Director

Address \_\_\_\_\_

35 East 10th Street, Suite D1

Tracy CA 95376

Tracy Unified School District

Date \_\_\_\_\_

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

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

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

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





# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** August 20, 2018  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

**BACKGROUND:**

**MANAGEMENT/CLASSIFIED  
CONFIDENTIAL RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Sousa, Carmine Elementary School Secretary	JES	08/13/18	Accepted Personnel Analyst for Cert. Employees

**BACKGROUND:**

**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Arenales, Brenda FSW	Villa/ North	08/25/18	Personal
Backman, Ryan Special Ed Para Ed I	Stein	08/18/18	Personal
Carvalho, Louis Custodian I	Roving Custodial	08/16/18	Accepted a Utility Person II position
Lewis, Christine FSW - Breakfast	Poet	09/01/18	Personal
Ramos-Gutierrez, Gerardo Utility Person III	Transport./ KHS	08/17/18	Personal
Rodriguez, Jamilee Para Ed I	Villa	08/07/18	Accepted Preschool Instructor position
Rodriguez, Soledad Clerk Typist II	Alt. Programs Gate	08/10/18	Accepted FT Clerk Typist II position

Salazar-Pantoja, Ana Bilingual Para Ed I	WMS	08/18/18	Personal
Torres, Trinidad Utility Person III	MOT/ Transport	08/07/18	Accepted Driver/ Dispatcher position
Weatherford, Richard Utility Person II	WHS	08/15/18	Accepted Utility Person III position
Wilson, Mikayla SSA	MVMS	08/06/18	Personal

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

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



**TRACY**  
UNIFIED SCHOOL DISTRICT

# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** August 20, 2018  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

**BACKGROUND:**

**CERTIFICATED**

Jacobs, April

4<sup>th</sup> Grade (Replacement)  
Jacobson Elementary  
Class I, Step 1 "A", \$46,836  
Funding: General Fund

Hagerty, Siobhan

SDC Preschool (New)  
Hirsch Elementary  
Class 1, Step 1 "A", \$46,083.90  
Funding: Restricted Funds

Mora, Andrew

Adapted Physical Education (Replacement)  
Special Education  
Class VI, Step 1 "B", \$55,375.40  
Funding: Restricted Funds

Morris II, John

JROTC (Replacement)  
West High School  
Class I, Step 8 "A", \$49,615.22  
Funding: General Fund

**BACKGROUND:**

**MANAGEMENT / CLASSIFIED**  
**CONFIDENTIAL**

Davis, Jason

Program Administrator for Special  
Education (Replacement)  
Special Education  
Range 49 – LME, Step A, \$455.78 per day  
Funding: Restricted Funds

Sousa, Carmine

Personnel Analyst for Certificated  
Employees (Replacement)  
DEC/Human Resources  
Range 13, LMH, Step C - \$28.64 per hour  
8 hours per day  
Funding: General Fund

**BACKGROUND:**

Carvalho, Louis

**CLASSIFIED**

Utility Person II (New)  
Custodial Crew 1  
Range 35, Step E - \$22.31 per hour + ND  
8 hours per day  
Funding: General Fund

Durney, Lynda

Clerk Typist II (Replacement)  
DEC/Special Education  
Range 27, Step B - \$16.08 per hour  
8 hours per day  
Funding: Special Education

Fagundes, Jill

Special Ed Para Educator I (Replacement)  
Central School  
Range 24, Step B - \$15.02 per hour  
4 hours per day  
Funding: Special Education

Gonzales, Renee

Preschool Instructor (Replacement)  
North Preschool  
Range 30, Step C - \$18.06 per hour  
7.5 hours per day  
Funding: Other Local #5 – 50%; Child Care  
and Dev. Gain – 50%

Halliday, Kristin

School Supervision Assistant (Replacement)  
Villalovo  
Range 21, Step A - \$13.39 per hour  
1.5 hours per day  
Funding: General Fund

Robinson, Paige

Special Education Para Educator I (New)  
Central  
Range 24, Step C - \$15.73 per hour  
6.5 hours per day  
Funding: Special Education

Rodriguez, Jamilee

Preschool Instructor (Replacement)  
Villalovo Preschool  
Range 30, Step C - \$18.06 per hour  
4.25 hours per day  
Funding: Other Local #5

Rodriguez, Soledad

Clerk Typist II (Replacement)  
DEC/Alternative Programs  
Range 27, Step E - \$18.53 per hour  
8 hours per day  
Funding: Targeted SES

St. John, Shaun

Special Education Para Educator I  
(Replacement)  
WMS  
Range 24, Step A - \$14.35 per hour  
6 hours per day

Torres, Trinidad

Funding: Special Education  
Driver/Dispatcher (Replacement)  
Transportation  
Range 36, Step E - \$22.85 per hour  
8 hours per day  
Funding: Home to School-Transportation –  
50%; Special Ed-Transportation – 50%

Weatherford, Richard

Utility Person III (New)  
Transportation/THS  
Range 36, Step C - \$20.80 per hour  
8 hours per day  
Funding: Home to School Transportation –  
50%; Ongoing & Major Maintenance – 50%

**BACKGROUND:**

Roth, Charles

**COACHES**

Varsity Girls Basketball  
WHS  
Stipend: \$5,578.73

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

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



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. Brian R. Stephens, Superintendent  
**DATE:** August 20, 2018  
**SUBJECT:** **Adopt Resolution No. 18-05 to Excuse Meeting Absence of Board Member**

**BACKGROUND:** Board Bylaw 9250 and Education Code §35120 provide that a Board “...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to a hardship deemed acceptable by the board;”

**RATIONALE:** Board of Education member Ted Guzman was absent for the regular meetings of June 26, 2018 and August 14, 2018, due to illness. The Board of Education finds that Ted Guzman’s absence from the meetings of June 26, 2018 and August 14, 2018, was due to illness deemed acceptable by the Board of Education;

**FUNDING:** Unrestricted General Fund, Previously Budgeted.

**RECOMMENDATION:** Adopt Resolution No. 18-05 to Excuse Meeting Absence of Board Member.

**Prepared by:** Dr. Brian R. Stephens, Superintendent.



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 18-05  
Resolution to Excuse Meeting Absence of Board Member**

**WHEREAS**, Board Bylaw 9250 and Education Code §35120 provide that a Board “...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to illness or a hardship deemed acceptable by the board;”

**WHEREAS**, Board of Education member Ted Guzman was absent for the regular meetings held June 26, 2018 and August 14, 2018, due to illness.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education finds that Ted Guzman’s absence from the regular meetings of June 26, 2018 and August 14, 2018, was due to illness or a hardship deemed acceptable by the Board of Education;

**BE IT FURTHER RESOLVED** that the Board of Education therefore determines that Mr. Guzman shall be paid for his absences from the regular meetings of June 26, 2018 and August 14, 2018, and further directs that the adoption of this Resolution shall be recorded in the minutes of this meeting of August 28, 2018.

Resolved this 28<sup>th</sup> day of August, 2018, at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES:                      NOES:                      ABSENT:                      ABSTENTION:

\_\_\_\_\_  
PRESIDENT, BOARD OF EDUCATION  
TRACY UNIFIED SCHOOL DISTRICT

Attest:

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

\_\_\_\_\_  
Clerk  
Board of Education  
Tracy Unified School District



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** August 16, 2018  
**SUBJECT:** **Approve Variable Term Waiver for Special Education – Adapted Physical Education**

**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:** Tracy Unified School District has the need to hire a teacher to teach Adapted Physical Education. A Variable Term Waiver is needed to allow Tracy Unified School District to hire this teacher to teach Adapted Physical Education while working on the required courses to obtain the proper authorization. This agenda item meets District Goal #1: 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 Variable Term Waiver for Special Education – Adapted Physical Education.

**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 Waiver. This will allow the individual below time to complete a program which will authorize him to teach Adapted Physical Education. The individual will be provided orientation, guidance and assistance during the valid period of the waiver.

Andrew Joseph Mora- District Wide; Adapted Physical Education

**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:** August 15, 2018  
**SUBJECT:** **Acknowledge Revision to AR 4151 Salary Guides (Second Reading)**

**BACKGROUND:** The Tracy Unified School District Administrative Regulation 4151 currently allows a credentialed teacher with long-term teaching experience to be hired at a maximum salary step of 15 years. In order to help alleviate teacher shortages in the District, the proposed revised AR 4151 will allow the District to accept **all** prior years of service, if the teacher can validate the years and meet the criteria as listed in the Administrative Regulation.

This is a second reading, with intent to adopt proposed.

**FUNDING:** The potential cost will be paid from the general fund.

**RECOMMENDATION:** Acknowledge Revision to AR 4151 Salary Guides (Second Reading).

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

SALARY GUIDES

A. Purpose and Scope

To provide guidance and direction for District personnel regarding placement and advancement for the bargaining unit members on the Certificated Salary Schedule.

B. General

- 1. The Governing Board will make the final decision on salary provisions.
- 2. For those members of the staff who are a part of a bargaining unit, only the exclusive representative can bargain over salaries.
- 3. Salary guides for employees covered by an employee agreement may be found in the current agreement.
- 4. Salary guides for other personnel may be inspected at the District office.

C. Forms Used and Additional References

Certificated Salary Schedule  
College transcripts

D. Procedures

The terms “personnel” and “employee” shall be defined as any one required by the State Education Code to hold a valid credential. Provision for placement and advancement shall be as follows:

- 1. Step Placement
  - a. Each year of verified professional service requiring a teaching credential rendered outside of the Tracy Unified School District shall be counted as one step **on the certificated salary schedule to a maximum of 14, making step 15 the highest step upon for** which a teacher may enter the Tracy Unified School District.
  - b. Each paid year of related vocational experience may be credited as one step on the **certificated** salary schedule ~~to a maximum of 14, making step 15 the highest step upon for~~ which a credentialed teacher employed full-time in the field of vocational education may enter the Tracy Unified School District.  
  
~~Full time vocational experience obtained prior to within the fourteen year period immediately preceding a teacher’s entry into full time teaching service with the Tracy Unified School District may be credited on a year-for-year basis to a maximum of two steps on the salary schedule for teachers who accept an assignment of not less than two periods per day in the field of vocational education after initially entering teaching service in the Tracy Unified School District in a non-vocational education assignment. This salary credit shall be available only to those teachers who have not reached Step 15 on the salary schedule.~~

## SALARY GUIDES (continued)

- c. Private school experience for step increments on the salary schedule will be accepted, providing the private school was State-accredited at the time the employee taught there and the employee held a valid credential at the time of teaching.
- d. For an employee to receive credit for a year of service or experience, they must have been in paid status for 75% of a contracted year.
- e. Credit will not be given for college or university teaching experience.
- f. Credit will not be given for student teaching, or substitute teaching experience, with the following exception: credit will be given for long-term substitute teaching that results in the employee being employed as a second year probationary employee for the following school year under Education Code Section 44918.

2. Class Placement

- a. Class placement for persons holding a bachelor's degree and a valid California Credential issued for full-time service is to be determined by the number of semester or equivalent units earned from a college and/or university accredited by a regional accrediting institution that is recognized and approved by the California Commission on Teacher Credentialing (CCTC) either:
  - i. Beyond the date of the bachelor's degree; or
  - ii. A 5-year bachelor's degree and teaching credential program is defined as one in which the bachelor's degree requires a minimum of 4 years of full-time course work and the teaching credential coursework is blended into the bachelor's degree for a total of 5 years of coursework. Units earned towards completion of the teaching credential portion of the program may be utilized for class placement if official documentation is submitted from the college and/or university clearly indicating a 5-year bachelor's degree and teaching credential combined program. Teaching credential units cannot be counted towards completion of the bachelor's degree. The teaching credential units must be clearly identified on an official transcript and/or official document from the college and/or university. It is the sole responsibility of the teacher to provide official verification and documents from the college or university for consideration of class placement. If the teacher does not meet this burden, then he or she shall not be entitled to a higher placement on the District's salary schedule.
- b. Teachers may submit units for consideration for salary schedule placement per section D.3. of Administrative Regulation 4151.
- c. For the 2007-08 school year only, teachers may submit units for consideration under section D.2.a.ii. no later than November 30, 2007. For the 2007-08 school year only, any changes by the District in a teacher's salary placement shall be retroactive to July 1, 2007.

SALARY GUIDES (continued)

- d. For purposes of this Administrative Regulation (including but not limited to Section (a)(i)), only upper division and/or graduate units will be accepted. Lower division units earned after the initial bachelor’s degree will not be accepted, unless approved by the Assistant Superintendent for Human Resources.

3. General Requirements

- a. All degrees and course work must be completed at an accredited college or university. The college or university must be accredited by a regional accrediting institution that is recognized and approved by the California Commission on Teacher Credentialing (CCTC). Degrees and/or course work from colleges or universities not accredited by a CCTC recognized and approved accrediting institution will not be accepted by the District. The accreditation status of a college, university, or private school during the employee’s enrollment shall prevail. Previous or subsequent accreditation shall not be considered.

- b. Only units in which a “C” or better or a “pass” in a pass/fail class, is obtained will be considered for salary classification.

- c. Units verified by September 1 will apply to a change in salary classification.

Teachers initially hired into the District must provide verification of units for salary classification within 60 days from the date of their employment. If a new employee does not verify their units within this time frame, they shall waive their right to use those units for salary schedule purposes until the following school year.

- d. The burden of proof of training, experience, possession of credentials, and other required documents shall lie with the employee, both for initial placement and for advancement.

4. Horizontal or Class Movement on the Salary Schedule

Class placement for employees with a regular credential shall be determined by semester units completed subsequent to the date upon which the bachelor’s degree was granted.

- a. Upper division and graduate units from a recognized college or university-summer, on campus, or extension may be used for class movement on the salary schedule.

- b. College equivalent units shall be granted based on the Carnegie Standard (15 hours per unit of credit).

SALARY GUIDES (continued)

c. For award of any additional types of units for salary purposes, please consult with the collective bargaining agreement.

E. Reports Required

None

F. Record Retention

Personnel file  
Contract

G. Responsible Administrative Unit

Human Resources

H. Approved By

Assistant Associate Superintendent for Human Resources

Regulation adopted:

HS BD: 11/20/85  
EL BD: 7/6/82

Regulation Revised:

EL BD: 3/11/86  
HS BD: 12/11/86  
EL BD: 1/13/87  
Joint Board: 4/22/97  
TUSD: 8/11/98  
3/28/00  
12/6/01  
9/28/04  
10/23/07  
6/10/08



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** August 21, 2018  
**SUBJECT:** **Adopt Resolution No. 18-04, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds**

**BACKGROUND:** Pursuant to Education Codes 45117 and 45114, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to eliminate certain classified positions due to lack of work or lack of funds. The elimination of the positions listed was shared at the December 2017 board meeting as part of the budget cuts to keep the District fiscally solvent.

**RATIONALE:** Elimination of certain classified positions are needed due to lack of work or lack of funds.

**RECOMMENDATION:** Approve Resolution No. 18-04, Authorizing the Elimination of Certain Classified Positions due to Lack of Work or Lack of Funds.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 18-04  
RESOLUTION FOR A REDUCTION IN CLASSIFIED STAFF DUE TO  
LACK OF WORK/LACK OF FUNDS**

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

**WHEREAS**, the Governing Board of the Tracy Unified School District has determined that it shall be necessary to eliminate the following positions in the District not later than October 27, 2018 due to lack of work or lack of funds:

- a. Eliminate one (1) 8 hour/12 month Mechanic
- b. Eliminate one (1) 8 hour/12 month Maintenance Specialist- HVAC
- c. Eliminate one (1) 8 hour/12 month High School Custodial Supervisor Maintenance Mechanic
- d. Eliminate six (6) 2 hour/10 month Para Educator I
- e. Eliminate four (4) 4 hour/10 month Para Educator I
- f. Eliminate one (1) 5 hour/10 month Para Educator I
- g. Eliminate six (6) 6 hour/10 month Para Educator I
- h. Eliminate two (2) 6.5 hour/10 month Para Educator I

**NOW, THEREFORE, BE IT RESOLVED** that as of the close of the business day on October 27, 2018, the above referenced classified position shall be eliminated.

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

**ADOPTED** by the Governing Board of Tracy Unified School District on August 28, 2018 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

Attested:

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