

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, SEPTEMBER 11, 2018

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

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

A G E N D A

- | | | | |
|--------------|--|--|----------------|
| 1. | Call to Order | | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: D. Arriola, J. Costa, S. Gilbert, W. Gouveia, T. Guzman, G. Silva, J. Vaughn
Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry | | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | | |
| 3.1 | Administrative & Business Services: None. | | |
| 3.2 | Educational Services: | | |
| 3.2.1 | Finding of Fact – #18-19/#02, #18-19/#03, #18-19 #04, #18-19/05
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | | |
| 3.2.2 | PE Exemption - 10345138
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | | |
| 3.3 | Human Resources: | | |
| 3.3.1 | Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 308, Pursuant to Article XXIII
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | | |
| 3.3.2 | Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | | |
| 3.3.3 | Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA | | |
| 4. | Adjourn to Open Session | | |

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Finding of Fact – #18-19/#02, #18-19/#03, #18-19 #04, #18-19/05

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

6b Report Out of Action Taken on PE Exemption - 10345138

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

6c Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 308, Pursuant to Article XXIII

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

7. Approve Regular Minutes of August 28, 2018.

1-5

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

8. Student Representative Reports: Tracy High FFA: Madison Kelley and Anthony Santiago. **West High FFA:** Renae Leighton, Jocelyn Estrada, Veronica Martinez-Mota, Tatiana Maya

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

9.1 Villalovoz Elementary School Presentation

10. Information & Discussion Items: An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting. None.

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report on the 2018 Summer Bridge Program

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10.2.2 Receive Report on Special Education Programs and Services

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11. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a yellow speaker’s card).

12. PUBLIC HEARING:

12.1 Administrative & Business Services: None.

13. Consent Items: Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.

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

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

13.1 Administrative & Business Services:

- 13.1.1 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 8-9
- 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 10-11
- 13.1.3 Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 12-13
- 13.1.4 Accept the Parent Organization/Booster Club Applications Submitted for the 2018/19 School Year 14-15

13.2 Educational Services:

- 13.2.1 Approve Out of State Travel for Educational Services Staff to Attend the Learning Forward Annual Conference in Dallas, Texas on December 1 - 5, 2018 16
- 13.2.2 Approve Agreement for Special Contract Services with Annette Bommarito, Representative for the SPARKS Program to provide Certified trainers for Professional Development to Physical Education (PE) Teachers for the 2018-2019 School Year 17-23
- 13.2.3 Approve Women’s Center Youth and Family Services to Provide Parenting Classes to TUSD Schools during the 2018-19 School Year 24-27

13.3 Human Resources:

- 13.3.1 Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment 28
- 13.3.2 Approve Classified, Certificated, and/or Management Employment 29-30

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 #18-06, Recertifying the Appropriation “Gann” Limits for the 2017/18 School Year for Tracy Joint Unified School District (Separate Cover Item) 31-32
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
- 14.1.2 Approve Memorandum of Understanding Between the Tracy Unified School District, Tracy Learning Center on behalf of Primary Charter School and the State Allocation Board and the California School Finance Authority (Separate Cover Item) 33-34
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
- 14.1.3 Approve the Unaudited Statement of Receipts and Expenditures for the 2017-2018 Fiscal Year (Separate Cover Item) 35
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __

14.2 Educational Services:

- 14.2.1 Acknowledge Administrative Regulation (AR) 5117 Interdistrict Attendance (First Reading) 36-41
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __

14.2.2 Adopt Board Policy (BP) 5117 Interdistrict Attendance (First Reading) **42-45**
Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __

14.3 Human Resources:

14.3.1 Approve Variable Term Waivers for Special Education Teachers Added Authorization in Special Education (AASE); Othopedic Impairment **46-47**

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

14.3.2 Approve Tentative Agreements with the Tracy Educators Association (Separate Cover Item) **48**

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

14.3.3 Approve New TSMA Salary Agreement (Separate Cover Item) **49**

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

14.3.4 Approve Superintendent’s Contract (Separate Cover Item) **50**

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

14.3.5 Approve Declaration for a Provisional Internship Permit **51-52**

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 25, 2018

17.2 October 9, 2018

17.3 October 23, 2018

17.4 November 13, 2018

18. Upcoming Events:

18.1 October 22, 2018 Parent/Teacher Conferences, No School

18.2 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 28, 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

7:01 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** Findings of Fact #18-19/01
Action: Gouveia, Gilbert. **Vote:** Yes-6; No-0; Absent-1(Guzman)
6b Report Out of Action Taken on PE Exemption #10308269
Action: Approved. **Vote:** Yes-6; No-0.
6c Report Out of Action Taken on Approve Resignation Agreement and Release of All Claims #UC 1096
Action: Approved. **Vote:** Yes-6; No-0.
6d Report Out of Action Taken on Approve Resignation Agreement and Release of All Claims #UC 1097
Action: Approved. **Vote:** Yes-6; No-0.
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: This item was pulled from the agenda. **Vote:** No vote.

Minutes: 7. **Approve Regular Minutes of August 14, 2018**
Action: Vaughn, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Guzman)

Employees Present: M. Bunch, A. Lee, A. Gossett, J. Stocking, K. Rieman, K. Felisberto, A. Crotts, J. Nott, T. Rucker, V. Headley, C. Johnston, M. Thorburn, D. Galles, J. Wimberley, C. Munger, J. Torres, C. Domke

Press: D. Rizzo

Visitors Present: B. Pekari, M. Rose, G. Coronado, B. Mendez, A. Villela, A. Barba, S. Barba, S. Voress, N. Gonzalez, V. Enes, E. Rodriguez, V. Serrano, M. Price, M. Tomas, N. Westfall

Student Rep Reports: 8. **Kimball High:** Gabriel Coronado reported that Kimball students are off to great start. Spirit week was great and the students enjoyed the dress-up days and rally. The Freshman football team beat Tracy High, however the varsity lost. This

week's game is against West High and they are having a tailgate with West High students with hopes to build a strong relationship between schools. Mr. Keller is their new principal and he is always supportive. The new activities director is Stephanie Mason. Leadership is working closely with her and they are excited for the upcoming events. During the summer a new digital marquee was installed in front of the school. It will be updated daily to keep students informed. The girls' volleyball team is playing at Tracy High. Homecoming will be in a few weeks and leadership is busy preparing for it. Powder puff is set for September 10th. The practices are 2 days a week. Theatre has been extremely busy with the production of *The Lion King*. Auditions have been held and students have been rehearsing ever since. The show will be in late November/early December. They are very excited for everyone to come out and see it.

West High: Briana Mendez and Alexis Villela reported that summer break was in full force two and half months ago. The Summer Bridge program was filled with activities and students were rewarded with a trip to Santa Cruz. The Space and Engineering program held their annual boot camp. Students built model roller coasters and it was a great way to make new friendships. On the first day of school students were greeted on the red carpet and given a nice warm breakfast burrito. The volleyball team won their first game. At Back to School Night, parents got to see the daily lives of students. They held rush week for club signups and had dress-up week. They were also involved in the canned food drive and the AVID blood drive. They thanked Dr. Boswell for making their school a better place.

Tracy High: Alyssa Barba reported that they try to get freshman involved with link crew leaders and they show them around campus. Their first rally, game and dance went great. They Freshman Football team played Kimball and lost, but the varsity beat Kimball 75-12. There was great attendance for the game and rally. The girls' water polo team had a match against Kimball today. The girls won their tennis match against Granada and volleyball is 3-0 in the preseason. Cross Country has their first meet and cheer has their first competitive tournament coming up. Teachers give out "Doggie bones" to students which are little papers given for doing something noble. The students then turn them in for a chance for a prize. Club rush week was today. St. Jude's week is September 10th through the 14th. Students are making ribbons and selling t-shirts. Back-to-School night was last week and it had a great turnout. They have fundraisers at Aldo's and Menchie's coming up.

Recognition & Presentations:

9.1 Presentation by Lawrence Livermore National Laboratory Associate Superintendent for Educational Services, Dr. Sheila Harrison, introduced Nolan O'Brien from the Lawrence Livermore National Laboratory. He presented a donation of \$5,000. Our school district is a priority in outreach. They provide programs supporting teachers, students and education. TUSD appreciates these efforts to support our staff and students. Mr. O'Brien commented that they give TUSD check every year. There are no strings attached and they give it as a partner in STEM education.

9.2 George Kelly School Board Presentation
Principal, Dr. Michael Bunch and Assistant Principal, Anabelle Lee, gave a

presentation on their school. They operate as a PLC. They have a system wide focus on student learning, team collaboration and results. Last year they focused on building and developing sustainable relationships. Now they have developed 2 way learning partnerships. They focus on developing relationships between adults and children. Children are empowered to be advocates for their own learning. Kids tell what they need every day. All staff members are a part of a collaborative team. They have common assessments, take the results and engage in dialog to move forward. They are strategic on what they try to do and do it well. System wide focus is on reading for deep fluency. They focus on math literacy and fluency. Our culture is what we do and how we conduct business every day. We are using data to inform our decisions and are building 2 way partnerships. We exist to ensure high levels of learning to every student, every day.

Information & Discussion Items:

10.1 Administrative & Business Services: None.

Hearing of Delegations

11. Stephanie Voress is a parent involved in College Bound. She thanked everyone for making the decision that has changed daughter’s life. Her older daughter did not get to benefit from College Bound. This is the first year that there are 23 seniors in the program and any of them will be eligible to go to a 4-year college. Their first meeting was last Saturday. Her daughter has already been accepted to 1 college and wants to be a doctor.

She was also concerned when she heard that Rob Pecot was leaving Kimball High. She thought it would be so difficult to fill his shoes. He was the epitome of what a good principal is. She thanked Dr. Stephens and everyone involved in bringing Mr. Keller on as the new principal. He has been at so many events such as the Freshman Orientation, Back to School Night and Site Council meetings. He is terrific and believes the district did a great job finding such a good candidate.

Public Hearing:

12.1 Administrative & Business Services: None.

Consent Items:

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

Action: Vaughn, Arriola. **Vote:** Yes-6; No-0; 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 and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2018/19 School Year

13.1.4 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 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
- 13.2.2 Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2018-2019 School Year
- 13.2.3 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
- 13.2.4 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
- 13.2.5 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
- 13.2.6 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

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

Action: Gouveia, Costa. **Vote:** Yes-6; No-0; Absent-1(Guzman)

14.2 Educational Services: None.

14.3 Human Resources:

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

Action: Vaughn, Costa. **Vote:** Yes-6; No-0; Absent-1(Guzman)

- 14.3.2 Acknowledge Revision to AR 4151 Salary Guides (Second Reading

Action: Approved as final. Arriola, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Guzman)

- 14.3.3 Adopt Resolution No. 18-04, 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 passed. Trustee Vaughn passed. Trustee Gouveia commented that he attended the District's Welcome Back event. It was nice to see the students highlighted and it was great to see young people speak. Trustee Arriola welcomed the new student reps and let them know that they did a great job tonight. He attended the Stockton Pride Festival and there were several Tracy students there. The issues we are facing here are not unique to our town. Trustee Gilbert passed. Trustee Silva attended the West High game. He works the chain crew. They

played his alma mater. He enjoys interacting with parents, teachers and staff. It is always a great experience.

**Superintendent
Report:**

Dr. Stephens has attended several back-to-school nights. Parents are excited about the start of the school year. We are in week 4 with 32 more weeks to go. We had a very smooth start to the school year which is a tribute to all staff. He also attended the Hirsch Fun Run. The students had a great time. Next week is our first District Digest of the year.

Adjourn: 7:46

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: August 28, 2018
SUBJECT: Receive Report on the 2018 Summer Bridge Program

BACKGROUND: In the summer of 2017, the Tracy Unified School District (TUSD) launched a Summer Bridge Program for At Risk, incoming 9th grade students at Kimball, Tracy, and West High School. This Program implementation was designed to provide a positive transition to High School in efforts to ensure 9th grade success. 9th Grade Success is an identified District Academic Priority in our partnership work with Smarter School Spending to reduce the 9th grade failure rate for At Risk students. Summer Bridge Program was identified as a best practice action to be followed with support services through 9th grade, in which Summer Bridge participants will receive: biweekly academic tutorials, social emotional support services, and frequent monitoring support from counselors. In June of 2018, the program was expanded, and a new group of incoming 9th grade students were enrolled into the second High School Summer Bridge Program.

RATIONALE: Summer Bridge Program is designed to support a positive transition to High School for At Risk Students. The program is designed around 3 best practice research components: High School Culture, High School Study Skills, and Fun Project Based Learning. Program activities include team building with peers, teachers, counselors, and site administrators, visiting UC Santa Cruz, high school campus tours, and free breakfast, lunch, and transportation. This year's summer session took place June 4 through June 15, 2018 from 8:00 a.m. to 1:00 p.m. 68 students were enrolled at Kimball High; 51 students were enrolled at Tracy High; and 102 students were enrolled at West High, for a total of 221 students. This Agenda request aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: There was no cost to the District, as the Summer Bridge Program was funded by the College and Career Readiness Block Grant.

RECOMMENDATION: Receive Report on the 2018 Summer Bridge Program.

Prepared by: Julianna Stocking, Director of Continuous Improvement, State and Federal Programs



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: August 31, 2018
SUBJECT: Receive Report on Special Education Programs and Services

BACKGROUND: Of the over 16,000 students enrolled in Tracy Unified School District, approximately 1,980 of those students received Special Education services. The District provides a wide variety of services and supports to meet the academic, physical, and social-emotional needs of these students.

RATIONALE: This agenda item provides a report to the School Board on the types and scope of services offered to our Special Education students. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; 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: No Cost for the Report

RECOMMENDATION: Receive Report on Special Education Programs and Services.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 27, 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
SEPTEMBER 11, 2018
SUMMARY OF SERVICES

A. Vendor: Brandman University
Site: Tracy Unified School District
Item: Agreement
Services: Tracy Unified School District (TUSD) agrees to participate in a program offered by Brandman University, in which the university agrees to offer scholarships to TUSD employees and spouses of employees for WASC and WSCUC accredited programs. The scholarship amount offered will remain for the duration of the entire academic program so long as the student does not miss more than two consecutive sessions, continues to make satisfactory academic progress, and remains in good academic and financial standing in accordance with the University's existing catalog. University's tuition rates are subject to change. Students must fill out a scholarship application form and submit the same to Admissions. There are no financial, managerial, or endorsement obligations to TUSD associated with this agreement.
Cost: N/A
Project Funding: No Cost to the District

B. Vendor: CollegeBoard
Site: District-wide
Item: College Readiness and Success Contract - Ratify
Services: TUSD provides the PSAT test for all grade 8 and grade 10 students. Students and school staff can use the results of these tests to prepare for the PSAT/NMSQT taken in grade 11 and the SAT taken in grade 12. By entering into an agreement with CollegeBoard, the district receives a discounted price for the tests.
Cost: \$26,599.00
Project Funding: LCAP

C. Vendor: Total Compensation Systems
Site: Finance Department, District Office
Item: Consulting Services Agreement - Ratify
Services: Provide consulting services and reports including all actuarial information necessary for TUSD to comply with the requirements of the GASB accounting standards 74/75 related to retiree health benefits.
Cost: \$4,410.00
Project Funding: General Fund



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 24, 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:

George Kelly School:

1. Tracy Unified School District/Kelly School: From the George Kelly Elementary Parent Faculty PTO, Inc. for the amount of \$6,500.00 (ck. #2979). This donation will be used to fund the Rachel's Challenge assemblies, which focus on school culture, and the Friends of Rachel school club.

McKinley Elementary School:

1. Tracy Unified School District/McKinley Elementary School: From the Boys and Girls Club of Tracy, an Acer Aspire E15 laptop valued at \$600.00. This donation will allow the Boys and Girls Club to utilize the District's internet system, and therefore, to more efficiently operate the after school program at McKinley which in turn benefits the students of McKinley School.

North Elementary School:

1. Tracy Unified School District/North Elementary School: From the Boys and Girls Club of Tracy, an Acer Aspire E15 laptop valued at \$600.00. This donation will allow the Boys and Girls Club to utilize the District's internet system, and therefore, to more efficiently operate the after school program at North which in turn benefits the students of North School.

South/West Park Elementary:

1. Tracy Unified School District/South/West Park Elementary School: From the Boys and Girls Club of Tracy, two Acer Aspire E15 laptops valued at \$1,200.00. This donation will allow the Boys and Girls Club to utilize the District's internet system, and therefore, to more efficiently operate the after school program at South/West Park which in turn benefits the students of South/West Park Elementary School.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From John Lara Farms for the amount of \$800.00 (ck. #489). This donation will benefit Tracy High School's volleyball program.

Villalovoz Elementary School:

1. Tracy Unified School District/Villalovoz Elementary School: From the Villalovoz Parent Faculty Club, white copy paper valued at \$552.00. One case of paper was provided to each teacher/classroom. This donation will benefit the staff and students of Villalovoz.
2. Tracy Unified School District/Villalovoz Elementary School: From the Boys and Girls Club of Tracy, an Acer Aspire E15 laptop valued at \$600.00. This donation will allow the Boys and Girls Club to utilize the District internet system, and therefore, to more efficiently operate the after school program at Villalovoz which in turn benefits the students of Villalovoz School.

West High School:

1. Tracy Unified School District/West High School: From America's Farmers Grow Rural Education – Monsanto Fund for the amount of \$10,000.00 (ck. #0040363). This donation is a grant that helps farmers positively impact their communities by supporting local schools districts. This grant benefits West High School's Agriculture Department and it will be used to purchase student laptop devices.

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.



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 31, 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: Acme Construction Company, Inc.
Site: Central School Renovation
Item: Change Order #5 - Ratify
Services: Scope of work documented on the change order summary.
Cost: \$160,364.00 Deduction from contingency allowance previously included
in contract.
Project Funding: Measure B Bond Fund, State School Building Fund (SSBF)



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: September 11, 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>Recommended for Approval</i>	
Freiler SPA	<i>Approved</i>	<i>Current</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>Approved</i>	<i>Current</i>
Kimball High Booster Club	<i>Approved</i>	<i>Current</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>Approved</i>	<i>Current</i>
South/West Park Parent Club	<i>Approved</i>	<i>Current</i>
Tracy Bulldog Band Booster Club (TBBBC)	<i>Recommended for Approval</i>	
Tracy High Baseball Boosters	<i>Approved</i>	<i>Current</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>

Revised 8/31/18



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: August 27, 2018
SUBJECT: Approve Out of State Travel for Educational Services Staff to Attend the Learning Forward Annual Conference in Dallas, Texas on December 1 - 5, 2018

BACKGROUND: Learning Forward's Annual Conference is a national conference designed to promote professional learning that advances educator and student performance. The annual conference is designed to provide a hands-on approach to professional learning with keynote speakers and concurrent sessions that will develop new knowledge, hone existing skills and challenge current practices; and introduce new tools to apply immediately to our work with teachers and students. These workshops will support the Educational Services Department in the continual development of a system of effective professional development and in measuring the impact of this professional learning on teacher practice and student outcomes.

RATIONALE: The Educational Services Department is charged with developing and supporting the professional learning for all instructional leaders and teachers in Tracy Unified. The Learning Forward sessions will support the Educational Services Team in learning together how to address the challenges within our current system; how to measure the impact of professional learning on teacher practice and student outcomes; and how to increase the coherence and relevance of professional development, including how to strategically abandon initiatives that dilute or distract from the district's focus. This agenda item supports all three District Strategic Goals: #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; #2 Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and #3 Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals. The Educational Services Team will provide a report to the Board of Education regarding learnings from the conference and plans for implementation in the District upon our return.

FUNDING: The conference cost will total \$22,042.09 for 8 attendees and includes conference registration, lodging, transportation, and some meal costs. Lunches are included in the conference. Costs will be paid from District Title I Carry Over funds.

RECOMMENDATION: Approve Out of State Travel for Educational Services Staff to Attend the Learning Forward Annual Conference in Dallas, Texas on December 1- 5, 2018.

Prepared by: Melissa Beattie, Director of Professional Learning and Curriculum



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: August 29, 2018
SUBJECT: **Approve Agreement for Special Contract Services with Annette Bommarito, Representative for the SPARKS Program to provide Certified trainers for Professional Development to Physical Education (PE) Teachers for the 2018-2019 School Year**

BACKGROUND: SPARK Physical Education (PE) is designed to be more inclusive, active, and fun than traditional PE classes, and SPARK was proven to work with both physical education specialists and classroom teachers. With more than 20 years of ongoing research and field testing nationwide, SPARK PE is one of the best physical education programs in the world. The original SPARK PE study was supported by the Heart, Lung, and Blood Institute of the National Institutes of Health. A team of internationally known researchers and educators were funded to create, implement, and evaluate new and innovative approaches to physical education content and instruction, then test them in “real world” settings.

RATIONALE: Annette Bommarito, SPARKS representative will arrange for certified SPARKS Program trainers to provide the Tracy Unified Physical Education (PE) teachers with four half-days of Professional Development during the 2018-2019 School Year District Early Release Mondays (ERM). Each SPARK program is a coordinated package of highly active curriculum, on-site staff development, extensive follow-up support, and expert selected, content-matched equipment. The scheduled trainings are listed below:

- Refresher SPARK training K-8 #1/ Date: September 17, 2018
- Refresher SPARK training High School #1/ Date: September 17, 2018
- Refresher SPARK training K-8 #2 Date: November 5, 2018
- Refresher SPARK training High School #2 Date: November 5, 2018
- Refresher SPARK training K-8 #3 Date: January 14, 2019
- Refresher SPARK training High School #3 Date: January 14, 2019
- Refresher SPARK training K-8 #4 Date: March 18, 2019
- Refresher SPARK training High School #4 Date: March 18, 2019

This Board Agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost for the Professional Development training is not to exceed \$17,592. The cost for this expenditure will be paid out of LCAP Funding.

RECOMMENDATION: Approve Agreement for Special Contract Services with Annette Bommarito Representative for the SPARKS Program to Provide Certified Trainers for Professional Development to Physical Education (PE) Teachers for the 2018-2019 School Year.

Prepared by: Melissa Beattie, Director of Professional Learning and Curriculum



Organization Name:	Billing Information:	Shipping Information:
Tracy Unified School District Contact Person: Marji Baumann Title: Induction Program Administrator Address: 1875 W. Lowell Avenue Tracy, CA 95376 Tel:209-830-3200 X1122 Fax: E-mail: mbaumann@tusd.net	(Same) Contact Person: Title: Address: Tel: Fax: E-mail:	(Same) Contact Person: Title: Address: Tel: Fax: E-mail:

Workshop Dates:

2 presenters (1 high school/1 upper elementary) for the one day (2 hours) September 17th, 2018

2 presenters (1 high school/1 upper elementary) for the one day (2 hours) November 5th, 2018, (TBD)

of Participants: Up to 40 participants

Workshop Location: Tracy Unified School District
TBD
Tracy, CA

of Sessions: 2 Trip, 4 Sessions
Airport N/A

Training Program	Unit Price	Line Total
2 Refresher SPARK trainings HS	\$1,399.00	\$2,798.00
2 Refresher SPARK trainings MS	\$1,399.00	\$2,798.00
Transportation		
2 trainer x 2 trips	\$800.00	\$3,200.00
Equipment		
no equipment purchased		
equipment to be provided at site	\$0.00	\$0.00
Instructional Materials		
Subtotal Instructional Materials		\$0.00
Subtotal		\$8,796.00
Tax added at 7.750%		\$0.00
(no tax on training or travel)	Order Total	\$8,796.00

Please note:

*Form of payment (purchase order, check, signed MOU) is required 6 weeks prior to 1st training to confirm date.

**Sales tax and shipping and handling will be charged when applicable

Curriculum Materials are custom materials. Once curriculum items are shipped, returns or refunds not accepted.

438 Camino Del Rio South, Ste. 110 San Diego, CA 92108 TEL: (800) SPARK PE FAX: (619) 293-7992 www.sparkpe.org

For SPARK Use:

1. Requested Trainer:

2. Tax ID (Exempt) Number:

3. Code:

4. Funding Source:

5. Special Instructions: 7.750% CA sales Tax, 35% off List Price on Equipment, Free Shipping.

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 School Specialty Inc. Sportime Featuring SPARK, 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: Certified trainers for the SPARK PE Program will provide Tracy Unified Physical Education (PE) teachers with 4 half-days of Professional Development on District Early Release Mondays during the 2018-2019 school year.
September 17, 2018; November 5, 2018; January 14, 2019; March 18, 2019

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 4 half days () [] HOURS [X] DAYS, under the terms of this agreement at the following location Kimball High School/ Freiler Elementary School.

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

- a. District shall pay \$ 17,592 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 17,592. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [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 17, 2018, and shall terminate on end of school year, May 23, 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, Melissa Beattie, at (209) 830-3232 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [] WILL [] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

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

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.
11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Christopher Duffy Digitally signed by Christopher Duffy
Date: 2018.08.30 19:31:44 -07'00' Director of Sales

Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

Date

National Sales Manager PE

Account Number to be Charged

Title

W6316 Design Drive

Department/Site Approval

Address

Greenville, WI 54942

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 16, 2018
SUBJECT: **Approve Women’s Center Youth and Family Services to Provide Parenting Classes to TUSD Schools during the 2018-19 School Year**

BACKGROUND: The Tracy Unified School District (TUSD) has offered parenting classes to parents as a supportive service in year’s past. Women Youth and Family Services is an organization that provides classes for parents on the following topics: effective discipline, ages and stages of development, alternatives to corporal punishment, family boundaries and family communication.

RATIONALE: There are many potential benefits to offering parenting classes at TUSD school sites. Some examples include helping parents to set and hold boundaries with their student during homework time; teaching parents about normal behavior for specific developmental ages and stages, and how to cope and respond; Introducing them to other parents at the school, so that a support system can be developed and enhancing the school community. Additionally, this service aligns with TUSD’s 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: Women Youth and Family Services provide this service at no cost to the District.

RECOMMENDATION: Approve Women’s Center Youth and Family Services to Provide Parenting Classes to TUSD Schools during the 2018-19 School Year.

Prepared by: Molly Long, Coordinator of Prevention Services

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

- 1. Contractor shall perform the following duties: Provide Parenting classes to TUSD schools during the 2018-19 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 8 sessions () [] HOURS [] DAYS, under the terms of this agreement at the following location All K-12 TUSD Schools.

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

- a. District shall pay \$0 per [] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$0.00. 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 9/12/18, and shall terminate on 6/30/19.

- 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, Molly Long, at () 209-830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
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:

Jennifer Jones CEO
Contractor Signature Title

IRS Identification Number
Women's Center-Youth & Family Services
Title
1020 N. San Joaquin Street
Address
Stockton, CA 95202

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: September 4, 2018
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Hernandez, Julia FSW	MVMS	08/21/18	Accepted 4 hour FSW position
Carranza, Kehaunani School Supervision Asst.	Kelly	09/01/18	Personal
Ludwig, Harlan Food Service Warehouse Delivery Driver	DSC/ Food Service	08/21/18	Accepted 12 month Warehouse position
Quarbani, Haidee Special Ed Para Ed I	Jacobson	08/22/18	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 29, 2018
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Sanchez, Karin

CERTIFICATED

4th Grade (Replacement)
Jacobson Elementary
Class I, Step 1 "A", \$43,713.60
Funding: General Fund

Wolk, Susan

Music (New)
West High School
Class IV, Step 11 "B", \$66,515.02
Funding: General Fund

BACKGROUND:

Aguilar, Maria

CLASSIFIED

Food Service Worker (Replacement)
Monte Vista Middle School
Range 22, Step E - \$16.47 per hour
2 hours per day
Funding: Child Nutrition-CCFP Claims

Hernandez, Julia

Food Service Worker (Replacement)
Monte Vista Middle School
Range 22, Step B - \$14.35 per hour
4 hours per day
Funding: Child Nutrition-School Program

Krohn, Amber

School Supervision Assistant (Replacement)
Central School
Range 21, Step C - \$14.69 per hour
2 hours per day
Funding: General Fund

Ludwig, Harlan

Food Service Warehouseman/Delivery
Driver (Replacement)
DSC
Range 35, Step C - \$20.33 per hour
8 hours per day
Funding: Child Nutrition-School Program

Parsons, Etelvina

Clerk Typist II (Replacement)
Stein Continuation High School
Range 27, Step C - \$16.88 per hour
4 hours per day
Funding: Targeted SES

BACKGROUND:

Wall, Tim

COACHES

Varsity Girls' Tennis
West High School
Stipend: \$3,719.15

Waters, Cassidy

Assistant Frosh – Water Polo
West High School
Stipend: \$3,719.15

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

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Service
DATE: September 11, 2018
SUBJECT: **Adopt Resolution #18-06, Recertifying the Appropriation “Gann” Limits for the 2017/18 School Year for Tracy Joint Unified School District**

BACKGROUND: In November 1979 the California electorate adopted Proposition 4, commonly called the Gann Amendment. The provisions of the Gann Amendment establish maximum Appropriation Limitations, commonly called “Gann Limits,” for public agencies, including school districts.

Local education agencies are required to report their Appropriations Limit to the State Superintendent of Public Instruction and to the State Director of Finance. The District is required to calculate a Gann Limit for 2018/19 in accordance with the provisions of Senate Bill 98 and applicable statutory law.

The attached resolution of the recertified Gann Limit for 2017/18 fiscal year has been made in accordance with applicable constitutional and statutory law and does not exceed the limitations imposed by Proposition 4.

FUNDING: N/A

RECOMMENDATION: Adopt Resolution #18-06, Recertifying the Appropriation Limits for the 2017/18 School Year for Tracy Joint Unified School District.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 18-06
APPROPRIATION “GANN” LIMITS FOR THE 2017-2018 SCHOOL YEAR FOR THE
TRACY JOINT UNIFIED SCHOOL DISTRICT**

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article established maximum appropriation limitations, commonly called “Gann Limits,” for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann Limit for the 17/18 fiscal year and a projected Gann Limit for the 18/19 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann Limits for the 17/18 and 18/19 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IF FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 17/18 and 18/19 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED this 11th day of September, 2018, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 31, 2018
SUBJECT: **Approve Memorandum of Understanding Between the Tracy Unified School District, Tracy Learning Center on behalf of Primary Charter School and the State Allocation Board and the California School Finance Authority**

BACKGROUND: On June 5, 2017, Tracy Unified School District, filed applications for rehabilitation for Primary and Discovery Charter Schools at the Clover site with the Office of Public School Construction (OPSC) under the Charter School Facilities Program (CFP). Millennium Charter School had previously received an apportionment. The State Allocation Board (SAB) approved the application for preliminary apportionment for Primary Charter School at the May 23, 2018 SAB meeting.

The Charter School Facilities Program requires three Charter School Agreements: a Memorandum of Understanding (MOU), a Funding Agreement, and a Use Agreement. The MOU identifies the respective roles and responsibilities of all parties involved: state, charter, and the school district. The funding agreement pertains to the loan provided by the state for the charter school's 50 percent loan matching share requirement and is only required if the charter requested a loan; in this case the district is providing the matching share via the Measure S and Measure B bonds. The Use Agreement is between the school district and charter school and pertains to the use of the charter facility. TUSD and TLC have an existing Facilities Use Agreement approved and ratified by the TUSD Board of Education on March 4, 2014.

RATIONALE: The attached Charter School Facilities Program Memorandum of Understanding outlines specific responsibilities of all parties. The MOU is a standard agreement prepared by the State that includes inapplicable provisions pertaining to the purchase of property and transference of the purchased property to the school district. Since TUSD already holds title to the existing site, these provisions do not apply. Significant implications of the MOU for TUSD include:

- *In the event the Charter School ceases to use the facilities or default occurs, the District will be required to follow Education Code Section 17078.62, which establishes priorities for the use of the facilities. Among other provisions, this includes prioritizing a successor charter school for occupancy of the facility on equal terms as the prior charter school occupant.*
- *Provide proof to the state that all liens and encumbrances that may arise from the construction have been released and or satisfied.*
- *Provide a title report and provide the State with an American Land Title Association survey.*
- *The Charter School and the School District agrees to indemnify the State from any claims arising out of the Charter Schools or District's breach of the MOU, the Charter School's use of the facilities, the condition of the facilities or any acts omissions or negligence of the Charter School or the District's in the facilities.*

FUNDING: No funding implications.

RECOMMENDATIONS: Approve Memorandum of Understanding Between the Tracy Unified School District, Tracy Learning Center on behalf of Primary Charter School and the State Allocation Board and California School Finance Authority.

Prepared by: Bonny Carter, Director of Facilities & Planning



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 30, 2018
SUBJECT: **Approve the Unaudited Statement of Receipts and Expenditures for the 2017-2018 Fiscal Year**

BACKGROUND: Education Code Section 42100 requires that the governing board, on a form prescribed by the Superintendent of Public Instruction, submit an annual statement of all receipts and expenditures of the district for the preceding year and file that statement with the county superintendent of schools. This document is commonly known as the “unaudited actuals.”

RATIONALE: The information compiled in this report is the basis for the annual financial audit. The county superintendent of schools is required to verify the mathematical accuracy of the unaudited actual statement and transmit a copy to the Superintendent of Public Instruction.

FUNDING: The unaudited actuals report has no direct impact on funding, however, the information about past year revenues and expenses establishes the beginning balance for the 2018-19 budget, which will be considered in a future update to the current year budget.

RECOMMENDATION: Approve the Unaudited Statement of Receipts and Expenditures for the 2017-2018 Fiscal Year.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: August 29, 2018
SUBJECT: Acknowledge Administrative Regulation (AR) 5117 Interdistrict Attendance (First Reading)

BACKGROUND: The Administrative Regulation (AR) 5117 Interdistrict Attendance policy was last updated and approved by the Board of Education in September of 2013. The Governing Board recognizes that students who reside in one district may choose to attend school in another district and that such choices are made for a variety of reasons. The Board desires to communicate with parents/guardians and students regarding the educational programs and services that are available.

RATIONALE: It is important to update Administrative Regulation (AR) 5117 to remain current with changes to Education Code as well as with District practices.

FUNDING: N/A

RECOMMENDATION: Acknowledge Administrative Regulation (AR) 5117 Interdistrict Attendance (First Reading).

Prepared by: Mr. Rob Pecot, Director of Student Services and Curriculum

INTERDISTRICT ATTENDANCE AGREEMENT

A. Purpose and Scope

In accordance with an agreement between the Governing Board and the board of another district, a permit authorizing a student's attendance outside his/her district of residence may be issued upon approval of both the district of residence and the district of proposed attendance.

Interdistrict requests fill a variety of needs for students and parents. With space permitting, interdistrict permits may be granted yearly or longer if in accordance with California Education Codes by the Director of Student Services and Curriculum.

B. General

If a student is accepted for transfer, the student may enroll in a school in the TUSD in the following school year. For the 2011-12 school year and thereafter, the student must enroll on or before the first day of instruction.

Transportation shall not be provided for students attending on a General Interdistrict Agreement.

~~B. Procedure~~

~~A TUSD parent/guardian's application to enroll their student in a school in another district must be submitted prior to January 1 of the school year preceeding the school year for which the pupil is requesting to transfer, however, the TUSD may waive that deadline. The application may request enrollment of the pupil in a specific school or program within the school district of enrollment. The application deadline does not apply if the parent requesting a transfer for a student who resides with that parent is enlisted in the military and was relocated by the military within 90 days prior to submitting the application.~~

~~TUSD shall decide whether to accept or reject an application and notify both the applicant parent and the school district of residence in writing within 60 days of receiving an application. If the application is rejected, TUSD shall state the reasons for the rejection in the notification. If accepted, the student may enroll in a school in the school district of enrollment in the following school year.~~

~~For high school transfers, TUSD shall accept previously awarded credits from another district toward graduation but can ensure the student pupil meets the graduation requirements of TUSD.~~

INTERDISTRICT ATTENDANCE AGREEMENT

B. Reasons for Approval

The Superintendent or designee may approve Interdistrict agreements for the following reasons:

1. When the student has been determined by staff of either the district of residence or district of proposed attendance to be a victim of an act of bullying as defined in Education Code 48900(r). Such a student shall be given priority for **interdistrict** ~~inter district~~ attendance under any existing **interdistrict** ~~inter district~~ attendance agreement or, in the absence of an agreement, shall be given consideration for the creation of a new permit. (Education Code 46600)
2. To meet the **child** care needs of the student. **Such a student** ~~Once a K-8 student has been admitted to a district on the basis of childcare needs, continued attendance may be denied only as long as he/she continues to use a child care provider within district boundaries. when based on restrictions specified in Education Code 48204.~~ (Education Code 46601.5)
3. To meet **the student's** ~~a child's~~ special mental or physical health needs as certified by a physician, school psychologist, or other appropriate school personnel.
4. When the student has **a sibling attending** school in the receiving district, to avoid splitting the **family's** ~~family's~~ attendance. To complete a school year when **his/her** parents/guardians have moved out of the district during that year.
5. To allow **the student** ~~students~~ to remain with a class graduating that year from an elementary, **middle**, ~~junior~~ or senior high school.
6. **To allow a high school senior to attend the same school he/she attended as a junior, even if his/her family moved out of the district during the junior year.**
7. When the parent/guardian provides written evidence that the family will be moving **into** the ~~receiving~~ district in the immediate future and would like the student to start the year in **the** ~~that~~ district.
8. **When the student will be living out of the district for one year or less.**
- 7-9. When recommended by the **school attendance review board** ~~School Attendance~~

INTERDISTRICT ATTENDANCE AGREEMENT

~~Review Board~~ or by county child welfare, probation, or social service agency **staff** staffs in documented cases of serious home or community problems which make it inadvisable for the student to attend the school of residence.

8-10. When there is valid interest in a particular educational program not offered in the district of **residence** ~~residency~~.

9-11. To provide a change in school environment for reasons of personal and social adjustment.

a. ~~Inter-district attendance agreements or applications shall not be required for students enrolling in an ROC or ROP program. (Education Code 52317) (Moved to BP)~~

The Superintendent or designee may deny initial requests for inter-district attendance permits due to limited district resources, overcrowding of school facilities at the relevant grade level, or other considerations that are not arbitrary. However, once a student is admitted, the district may not deny him/her continued attendance because of overcrowded facilities at the relevant grade level.

An approved inter-district agreement shall specify that the agreement may be revoked because of academic failure, excessive truancy or continual disruption of the educational program due to disciplinary matters.

~~A student's inter-district agreement may be revoked because of academic failure, excessive truancy or continual disruption of the educational program due to disciplinary matters.~~

B. Procedure

~~A TUSD parent/guardian's application to enroll their student in a school in another district must be submitted prior to January 1 of the school year preceding the school year for which the pupil is requesting to transfer, however, the TUSD may waive that deadline. The application may request enrollment of the pupil in a specific school or program within the school district of enrollment. The application deadline does not apply if the parent requesting a transfer for a student who resides with that parent is enlisted in the military and was relocated by the military within 90 days prior to submitting the application.~~

~~TUSD shall decide whether to accept or reject an application and notify both the applicant parent and the school district of residence in writing within 60 days of receiving an application. If the application is rejected, TUSD shall state the reasons for the rejection in the notification. If accepted, the student may enroll in a school in the school district of enrollment in the following school year.~~

~~For high school transfers, TUSD shall accept previously awarded credits from another district toward graduation but can ensure the student pupil meets the graduation requirements of TUSD.~~

TUSD Acknowledged: 09.10.13

TUSD Revised:

INTERDISTRICT ATTENDANCE AGREEMENT

B.1. Incoming Students

All applications for Interdistrict Attendance Agreements must be submitted to the District Office no later than January 1st of each school year. Decisions regarding the approval/disapproval of the requests will be made by the Director of Student Services within ~~sixty~~ **thirty** days.

TUSD shall decide whether to accept or reject an application and notify both the applicant parent and the school district of residence in writing within 30 days of receiving an application. If the application is rejected, TUSD shall state the reasons for the rejection in the notification. If accepted, the student may enroll in a school in the school district of enrollment in the following school year.

For high school transfers, TUSD shall accept previously awarded credits from another district toward graduation but can ensure the student pupil meets the graduation requirements of TUSD.

D.2. Outgoing Students

Applications must be submitted by December 1 of the preceding school year, so that Student Services Department can ensure that the enrolling district will receive the transfer application in a timely manner.

A student whose parent/guardian is in active military duty shall not be prohibited from transferring out of the district, provided the school district of proposed enrollment approves the application for transfer. (Education Code 46600, 48307)

The district may limit the number of student transfers out of the district to a school district of choice or based on parent/guardian employment in another district as provided in Board Policy and Education Code 48204 and 48307.

E.D. Notification

~~The Superintendent or designee may deny initial requests for inter-district attendance permits due to limited district resources, overcrowding of school facilities at the relevant grade level, or other considerations that are not arbitrary. However, once a student is admitted, the district may not deny him/her continued attendance because of overcrowded facilities at the relevant grade level.~~

Within 30 days of a request for an interdistrict permit, the Superintendent or designee shall notify the parents/guardians of a student who is denied **interdistrict** ~~inter-district~~ attendance regarding the process for appeal to the County Board of Education as specified in Education Code 46601. (Education Code 46601)

(cf. 5145.6 - Parental Notifications)

TUSD Acknowledged: 09.10.13

TUSD Revised:

INTERDISTRICT ATTENDANCE AGREEMENT

F. Parent Appeals

Pending a decision by the two districts or an appeal by the County Board, the Superintendent or designee may provisionally admit a student who resides in another district for a period not to exceed two school months. (Education Code 46603)

Students who are under consideration for expulsion or who have been expelled may not appeal **interdistrict** ~~inter-district~~ attendance denials or decisions while expulsion proceedings are pending or during the term of the expulsion. (Education Code 46601)

Once a student is admitted to a school on the basis of an **interdistrict** ~~inter-district~~ attendance permit, he/she shall not be required to reapply for an **interdistrict** ~~inter-district~~ transfer and shall be allowed to continue to attend the school in which he/she is enrolled, unless reapplication standards are otherwise specified in the **interdistrict** ~~inter-district~~ attendance agreement. Existing **interdistrict** ~~inter-district~~ attendance permits shall not be rescinded for students entering grade 11 or 12 in the subsequent school year. (Education Code 46600)

17 Rulings on Denial of Enrollment

~~No exercise of discretion by a district of enrollment in its administration of this article shall be overturned absent a finding as designated by a court of competent jurisdiction that the district governing board acted in an arbitrary and capricious manner. (Education Code 48361)~~

Appeal of Denial of Inter-district Transfer Agreement

The parent/guardian of a student who is denied a General Inter district transfer request pursuant to Education Code 46600-46611 shall receive timely notice, in accordance with law, regarding the process for appeal to the County Board of Education. **Parents/guardians may submit their appeal within 30 calendar days of district denial of an Interdistrict Transfer Agreement.** This notice shall be provided by the district denying the request, or, in the absence of an agreement between the districts, by the district of residence. Students who are under consideration for expulsion or who have been expelled may not appeal Interdistrict attendance denials or decisions while expulsion proceedings are pending, or during the term of the expulsion. (Education Code 46601)



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: August 29, 2018
SUBJECT: Adopt Board Policy (BP) 5117 Interdistrict Attendance (First Reading)

BACKGROUND: The Board Policy (BP) 5117 Interdistrict Attendance was last updated and approved by the Board of Education in September of 2013. The Governing Board recognizes that students who reside in one district may choose to attend school in another district and that such choices are made for a variety of reasons. The Board desires to communicate with parents/guardians and students regarding the educational programs and services that are available.

RATIONALE: It is important to update Board Policy (BP) 5117 to remain current with changes to Education Code as well as with District practices.

FUNDING: N/A

RECOMMENDATION: Adopt Board Policy (BP) 5117 Interdistrict Attendance (First Reading).

Prepared by: Mr. Rob Pecot, Director of Student Services and Curriculum

INTERDISTRICT ATTENDANCE

The Governing Board recognizes that students who reside in one district may choose to attend school in another district and that such choices are made for a variety of reasons. The Board desires to communicate with parents/guardians and students regarding the educational programs and services that are available.

The Board recognizes that the district may be capable dependent upon spaces available of serving additional students. Therefore, the Superintendent or designee may approve interdistrict attendance agreements with other districts.

The Board may enter into an agreement with any other school district, for a term not to exceed five school years, for the **interdistrict** ~~inter-district~~ attendance of students who are residents of the districts. (Education Code 46600)

The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It also may contain standards agreed to by both districts for reapplication and/or revocation of the student's permit. (Education Code 46600)

Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent or designee shall review the request and may approve or deny the permit subject to the terms and conditions of the **interdistrict** ~~inter-district~~ attendance agreement.

The Superintendent or designee may deny initial requests for interdistrict attendance permits due to limited district resources, overcrowding of school facilities at the relevant grade level, or other considerations that are not arbitrary. However, once a student is admitted, the district may not deny him/her continued attendance because of overcrowded facilities at the relevant grade level.

Transportation The district shall not provide transportation for any **interdistrict transfer student** beyond any school attendance area. Upon request of **a student's parent/guardian**, the Superintendent or designee may authorize transportation for an **interdistrict** ~~inter-district~~ transfer **student** ~~students~~ to and from designated bus stops within the attendance area **of the school that the student attends** if space is available.

Limits on Student Transfers Out of the District

The Superintendent or designee may limit the number of student transfers out of the district to a school district of choice **or based on parent/guardian employment in another district**, based on the percentages of average daily attendance specified in Education Code 48307 **or 48204**

INTERDISTRICT ATTENDANCE

In addition, transfers out of the district **to a district of choice** may be limited during a fiscal year when the County Superintendent of Schools has given the district a negative budget certification or when the County Superintendent has determined that the district will not meet the state's standards and criteria for fiscal stability in the subsequent fiscal year exclusively as a result of student transfers from this district to a school district of choice. (Education Code 48307)

The district may deny a transfer of a student out of the district to a school district of choice **or based on parent/guardian employment in another district**-if the Board determines that the transfer would negatively impact a court-ordered or voluntary desegregation plan of the district. (Education Code 48301; 48204) **Interdistrict Agreements Not Required For Enrollment**

When approved by the Board and the appropriate agency, the district may enroll students from other countries who are in the United States on an F-1 visa or are participating in an international exchange program under the sponsorship of a government-approved agency.

Interdistrict transfer agreements are not required for enrollment in a regional occupational center or program if there are openings in the program or class. (Education Code 52317)

Legal Reference:

EDUCATION CODE

41020 Annual district audits

46600-46611 Interdistrict attendance agreements

48204 Residency requirements for school attendance

48300-48317 48209-48209.16 Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act

48900 Grounds for suspension or expulsion; definition of bullying

48915 Expulsion; particular circumstances

48915.1 Expelled individuals: enrollment in another district

48918 Rules governing expulsion procedures

48980 Notice at beginning of term

52317 **Regional occupational center/program, enrollment** Admission of students, ~~interdistrict persons including nonresidents to attendance area; workers' compensation for pupils~~

CALIFORNIA CONSTITUTION

Article 1, Section 31 Nondiscrimination on the basis of race, sex, color, ethnicity, or national origin

ATTORNEY GENERAL OPINIONS

87 Ops.Cal.Atty.Gen. 132 (2004)

84 Ops.Cal.Atty.Gen. 198 (2001)

COURT DECISIONS

INTERDISTRICT ATTENDANCE

Walnut Valley Unified School District v. the Superior Court of Los Angeles County,
(2011) 192 Cal.App.4th 234 Crawford v. Huntington Beach Union High School District,
(2002) 98 Cal.App.4th 1275

Management Resources:

~~CSBA PUBLICATIONS~~

~~Transfer Law Comparison, Fact Sheet, March 2011~~

WEB SITES

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: August 23, 2018
SUBJECT: **Approve Variable Term Waivers for Special Education Teachers – Added Authorization in Special Education (AASE); Othopedic Impairment**

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 have two Special Education Teachers teach students with an orthopedic impairment. A Variable Term Waiver is needed to allow Tracy Unified School District time to hire teachers who hold the proper authorization to teach these students and to allow our current Special Education teachers time to complete a program which will authorize them to teach this disability area.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Variable Term Waivers for Special Education Teachers Added Authorization in Special Education; Orthopedic Impairment.

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 district time to hire teachers who are authorize to teach students with an orthopedic impairment disability and also time for our current Special Education teacher to complete a program which will authorize her to teach this disability area. The individual will be provided orientation, guidance and assistance during the valid period of the waiver.

Nancy Vavuris- District Wide; Special Education, K - 12 grades
Nancy Sandoval – Bohn Elementary, SDC K-1

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 of Human Resources
DATE: August 29, 2018
SUBJECT: **Approve Tentative Agreements with the Tracy Educators Association**

BACKGROUND: The Master Agreement between Tracy Unified School District and Tracy Educators Association (TEA) expired on June 30, 2017. Articles within the Master Agreement were negotiated, and Tentative Agreements were signed for a successor Agreement that will be effective from July 1, 2017 through June 30, 2020. The Tentative Agreements (see attached) were approved and ratified by the TEA members on various dates.

RATIONALE: The attached Tentative Agreements include modifications to some of the existing language in the Master Agreement between the Tracy Unified School District (District) and Tracy Educators Association (TEA) and the following salary adjustments (see attached):

- There will be a 1.56% increase to the salary schedules listed below for the 2017-2018 school year, retroactive to July 1, 2017:
 - Appendix A Certificated Salary Schedule A
 - Appendix B Certificated Salary Schedule B
 - Appendix C Tracy Adult School Salary Schedule Full-Time Unit Members
 - Appendix C.1 Tracy Adult School Salary Schedule Part-Time Unit Members
 - Appendix D Hourly Salary Schedule
 - Appendix E Supplemental Instruction

- There will be a 3.44% increase to the salary schedules listed below for the 2018-2019 school year, retroactive to July 1, 2018:
 - Appendix A Certificated Salary Schedule A
 - Appendix B Certificated Salary Schedule B
 - Appendix C Tracy Adult School Salary Schedule Full-Time Unit Members
 - Appendix C.1 Tracy Adult School Salary Schedule Part-Time Unit Members
 - Appendix D Hourly Salary Schedule
 - Appendix E Supplemental Instruction

- The maximum health benefit CAP shall be \$9,732 as of October 1, 2018.

To remain in compliance with AB 1200 and Government Codes 3547.5 and 3540.2, Salary Settlement Agreement forms will be made available for public disclosure and are attached.

FUNDING: Pay increases described in the tentative agreement (see attached) will be paid from a variety of funds.

RECOMMENDATION: Approve Tentative Agreements with the Tracy Educators Association

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 29, 2019
SUBJECT: **Approve New TSMA Salary Agreement**

BACKGROUND: On September 11, 2018, the Board of Education approved the following:

On September 11, 2018, the Board of Education approved the following salary increase for the Tracy Educators Association (TEA):

The District Administration recommends approval of the following increase for TSMA members:

- A 1.56% increase to each step and range cell of the 2016-2017 Classified/Confidential Salary Schedule (LMH), the 2016-2017 Management/Administrator Salary Schedule (LME), and the 2016-2017 Psychologist/Counselor Salary Schedule (LMP), for the 2017-2018 school year, retroactive to July 1, 2017.
- A 3.44% increase to each step and range cell of the 2017-2018 Classified/Confidential Salary Schedule (LMH), the 2017-2018 Management/Administrator Salary Schedule (LME), and the 2017-2018 Psychologist/Counselor Salary Schedule (LMP), for the 2018-2019 school year, retroactive to July 1, 2018.
- The maximum health benefit CAP shall be \$9,412 as of October 1, 2018.

To remain in compliance with AB 1200 and Government Codes 3547.5 and 3540.2, Salary Settlement Agreement forms will be made available for public disclosure and are attached.

FUNDING: The salary increase described above will be paid from a variety of funds.

RECOMMENDATION: Approve New TSMA Salary Agreement.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 29, 2018
SUBJECT: Approve Superintendent's Contract

BACKGROUND: Dr. Stephens became superintendent on July 1, 2014. This contract incorporates all amendments made since that time to the present. In accordance with ACSA guidelines, we are bringing the entire contract to the board for approval.

RATIONALE: The attached contract identifies the current terms and conditions of his employment.

FUNDING: General Fund

RECOMMENDATION: Approve Superintendent's Contract.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: September 4, 2018
SUBJECT: **Approve Declaration for a Provisional Internship Permit**

BACKGROUND: In response to the phasing out of emergency permits, the California Commission on Teacher Credentialing has instituted the use of the Provisional Internship Permit (PIP) effective July 1, 2005. It allows an employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. This permit can only be requested by the employing agency. The permits are issued for one year and service is restricted to that employing agency.

RATIONALE: The Provisional Internship Permit allows the employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. 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 Declaration for a Provisional Internship Permit.

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 employ the following teacher under a Provisional Internship Permit. The individual will be provided orientation, guidance and assistance during the valid period of the permit. He will also be provided assistance to seek and enroll in subject matter training, if necessary, in an effort to pass the subject matter competency exam. Once the exam is passed, he will be eligible for an Intern Permit.

Michael R Lawrence-Kimball High School, Business 9-12

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____