

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

**DATE: TUESDAY, DECEMBER 11, 2018**

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

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

**A G E N D A**

- |           |   | <b>Pg. No.</b> |
|-----------|---|----------------|
| <b>1.</b> | <b>Call to Order</b>  |                |
| <b>2.</b> | <b>Roll Call – Establish Quorum</b><br>Board: S. Abercrombie, A. Alexander, J. Costa, S. Kaur, B. Pekari, L. Souza<br>(There is currently one vacancy on the board)<br>Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry |                |
| <b>3.</b> | <b>Closed Session:</b> Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.        |                |
|           | <b>3.1 Administrative &amp; Business Services:</b>  |                |
|           | <b>3.2 Educational Services:</b>  |                |
|           | <b>3.2.1</b> Findings of Fact #18-19/#23, #18-19/#24, #18-19/#25, #18-19/#26, #18-19/#27, #18-19/#28, #18-19/#29, #18-19/#30, #18-19/#31, #18-19/#33, #18-19/#34  |                |
|           | <b>3.2.2</b> Application for Reinstatement #18-19/#4, #18-19/#5, #18-19/#7  |                |
|           | <b>Action:</b> Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___   |                |
|           | <b>3.2.3</b> PE Exemption – KHS 10308589  |                |
|           | <b>Action:</b> Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___   |                |
|           | <b>3.2.4</b> Early Graduation – WHS 10313514  |                |
|           | <b>Action:</b> Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___   |                |
|           | <b>3.3 Human Resources:</b>   |                |
|           | <b>3.3.1</b> Board Action Taken and Potential Unpaid Suspension Pending Further Resolution Including Potential Discharge - Classified Employee #UCL-311 for IEP Para Educator   |                |
|           | <b>3.3.2</b> Consider Public Employee/Employment/Discipline/Dismissal/Release   |                |
|           | <b>Action:</b> Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___   |                |
|           | <b>3.3.3</b> Conference with Labor Negotiator<br>Agency Negotiator: Tammy Jalique<br>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 3.2.1** Findings of Fact #18-19/#23, #18-19/#24, #18-19/#25, #18-19/#26, #18-19/#27, #18-19/#28, #18-19/#29, #18-19/#30, #18-19/#31, #18-19/#33, #18-19/#34

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

**6b 3.2.2** Report Out of Action Taken on Application for Reinstatement #18-19/#4, #18-19/#5, #18-19/#7

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

**6c 3.2.3** Report Out of Action Taken on PE Exemption – KHS 10308589

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

**6d 3.2.4** Report Out of Action Taken on Early Graduation – WHS 10313514

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

**6e 3.3.1** Report Out of Action Taken on Board Action Taken and Potential Unpaid Suspension Pending Further Resolution Including Potential Discharge - Classified Employee #UCL-311 for IEP Para Educator

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

**7. Approve Regular Minutes of November 13, 2018.**

**1-8**

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

**8. Administer Oath Of Office:** Steve Abercrombie, Ameni Alexander, Simran Kaur, Brian Pekari, Lori Souza

**9. Board Organization:**

**9.1** Elect Officers: President, Vice President, Clerk

**9-12**

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

**9.2** Appoint Representatives to the following committees:

Budget; CALSSD; City Schools Liaison; District Attendance Area; Facilities Advisory; Facility Use Policy Review; Family Life, Legislative Action, SJCSBA; Special Ed; TAPFFA; Tracy Learning Center/Ad Hoc Board Member; Charter Schools; Tracy Parks

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

**9.3** Approve Board Meeting Calendar

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

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

**11. Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement: None.

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

- 13. 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).
- 14. PUBLIC HEARING:**
- 14.1 Administrative & Business Services:** None.
- 14.2 Educational Services:**
- 14.2.1** Conduct a Public Hearing Regarding the Charter Renewal for the Tracy Learning Center's Millennium High School (9-12) (Agenda Items 16.2.1, 16.2.2) **13**
- 14.2.2** Conduct a Public Hearing Regarding the Charter Renewal for the Tracy Learning Center's Primary Charter School (TK-4) (Agenda Items 16.2.3, 16.2.4) **14**
- 15. 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.**
- 15.1 Administrative & Business Services:**
- 15.1.1** Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District **15-16**
- 15.1.2** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2018/19 School Year **17-18**
- 15.1.3** Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment through Direct Sale to Vendor in Lieu of Disposal Expenses **19-21**
- 15.1.4** Approve Accounts Payable Warrants (November, 2018) (Separate Cover Item) **22**
- 15.1.5** Approve Payroll Reports (November, 2018) **23-27**
- 15.1.6** Approve Revolving Cash Fund Reports (November, 2018) **28-29**
- 15.1.7** Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **30-31**
- 15.1.8** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **32-34**
- 15.2 Educational Services:**
- 15.2.1** Approve Overnight Travel for Nine Kelly Elementary School Teachers and Two Administrators to Attend PLC at Work Institute in Las Vegas, Nevada on June 3rd - 5th, 2019 **35-36**

<b>15.2.2</b>	Approve Agreement for Special Contract Service with Center for Accessible Technology for Independent Education Evaluation Assistive Technology Assessment	<b>37-40</b>
<b>15.2.3</b>	Approve Agreement for Special Contract Service with Dr. Sara Rice Schiff for Independent Educational Evaluation/Psycho-Educational Assessment	<b>41-44</b>
<b>15.2.4</b>	Ratify Individual Services Agreement (ISA) for Nonpublic, Nonsectarian School Services with Spectrum Center Schools and Programs for Educational Services	<b>45-48</b>
<b>15.2.5</b>	Ratify Agreement for Services with The Speech Pathology Group for Speech Services	<b>49-56</b>
<b>15.2.6</b>	Ratify Independent Contractor Agreement for Services with The Stepping Stones Group for APE Services (Separate Cover Item)	<b>57</b>
<b>15.2.7</b>	Approve Overnight Travel for Mrs. Jennifer Grover, Tracy High School Choir Teacher, Audrey Boyd, Jacob Grover, Justin Maas-Espinoza and Kyle Vergara Attend the CAL ACDA All- State Honor Choir in San Jose, CA on March 14-16, 2019	<b>58</b>
<b>15.2.8</b>	Approve Overnight Travel for the Tracy High School AG/FFA Teacher and Students to Attend the National Western Livestock Show in Denver, CO on January 21-25, 2019	<b>59-66</b>
<b>15.2.9</b>	Approve Out of State Travel for up to 4 Teachers and 1 Administrator to Attend the Summit on Professional Learning Communities at Work Conference in Phoenix, AZ on February 19-21, 2019	<b>67</b>

**15.3 Human Resources:**

<b>15.3.1</b>	Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment	<b>68-69</b>
<b>15.3.2</b>	Approve Classified, Certificated, and/or Management Employment	<b>70-74</b>

**16. 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.

**16.1 Administrative & Business Services:**

<b>16.1.1</b>	Certify 2018-2019 Fiscal Year First Interim Report (Separate Cover Item)	<b>75-76</b>
<b>Action:</b>	Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__	
<b>16.1.2</b>	Approve and Appoint Applicant for Parent or Guardian Position on the Measure B Bond Oversight Committee	<b>77</b>
<b>Action:</b>	Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__	
<b>16.1.3</b>	Acknowledge Substitution of Eagle Solutions, Inc. dba Eagle Builders in Place of Subcontractor Margin Construction, Inc. on the Louis Bohn Elementary School – Building D Replacement Project	<b>78</b>
<b>Action:</b>	Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__	
<b>16.1.4</b>	Accept the Annual Report on the Collection and Expenditure of Development Fees for Fiscal Year 2017/2018	<b>79-86</b>
<b>Action:</b>	Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__	

**16.2 Educational Services:**

- 16.2.1** Acknowledge Receipt of the Tracy Learning Center's Charter Renewal Petition for Millennium High Charter School **87**  
**Action:** Motion\_\_; Second\_\_. Vote: Yes\_\_; No\_\_; Absent\_\_; Abstain \_\_
- 16.2.2** Approve with Conditions, the Charter Renewal for the Tracy Learning Center's Millennium High School **88-95**  
 (Charter-Separate Cover Item)  
**Action:** Motion\_\_; Second\_\_. Vote: Yes\_\_; No\_\_; Absent\_\_; Abstain \_\_
- 16.2.3** Acknowledge Receipt of the Tracy Learning Center's Charter Renewal Petition for Primary Charter School **96**  
**Action:** Motion\_\_; Second\_\_. Vote: Yes\_\_; No\_\_; Absent\_\_; Abstain \_\_
- 16.2.4** Approve with Conditions, the Charter Renewal Proposal for the Tracy Learning Center's Primary Charter School **97-103**  
 (Charter-Separate Cover Item)  
**Action:** Motion\_\_; Second\_\_. Vote: Yes\_\_; No\_\_; Absent\_\_; Abstain \_\_

**16.3 Human Resources:**

- 16.3.1** Approve a Variable Term Waivers for John S. Morris – Certificate of Completion of Staff Development (SDAIE) **104-105**  
**Action:** Motion\_\_; Second\_\_. Vote: Yes\_\_; No\_\_; Absent\_\_; Abstain \_\_
- 16.3.2** Approve Declaration for a Provisional Internship Permit **106-107**  
**Action:** Motion\_\_; Second\_\_. Vote: Yes\_\_; No\_\_; Absent\_\_; Abstain \_\_
- 16.3.3** Approve Agreement between TEA and TUSD to Remove Speech Service Providers from TEA Bargaining Unit **108-109**  
**Action:** Motion\_\_; Second\_\_. Vote: Yes\_\_; No\_\_; Absent\_\_; Abstain \_\_

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

**18. 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.

**19. Board Meeting Calendar:**

- 19.1** January 8, 2019  
**19.2** January 22, 2019  
**19.3** February 12, 2019  
**19.4** February 26, 2019

**20. Upcoming Events:**

- 20.1** December 21-January 4, 2019 Winter Break, No School  
**20.2** January 21, 2019 MLK Day, No School  
**20.3** January 25, 2019 Staff Buy Back Day, No School  
**20.4** February 11, 2019 No School, Lincoln's Birthday  
**20.5** February 18, 2019 No School, President's Day

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

**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, November 13, 2018**

**5:30 PM:** 1-3. President Silva called the meeting to order and adjourned to closed session.

**Roll Call:** 4. Board: D. Arriola, J. Costa, W. Gouveia, T. Guzman, B. Pekari, G. Silva, J. Vaughn  
Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall, B. Etcheverry

**7:00 PM** 5. President Silva called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.  
A moment of silence was held for the victims of the California fires.

**Closed Session:** 6a Finding of Fact – #18-19/#14, #18-19/#15, #18-19/#16, #18-19/#17, #18-19/#18, #18-19/#19, #18-19/#20  
**Action:** **Action:** Guzman, Costa. **Vote:** Yes-7; No-0.  
6b Report Out of Action Taken on Application for Reinstatement #18-19/#2, #18-19/#3  
**Action:** **Vote:** Yes-7; No-0.  
6c Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 310, Pursuant to Article XXIII  
**Action:** Approved. **Vote:** Yes-7; No-0.  
6d Report Out of Action Taken on Adopt Arbitrator Recommendation in Accordance with Article XXXIII, Grievance Procedure, of CSEA Master Agreement  
**Action:** **Vote:** Yes-7; No-0.

**Minutes:** **Approve Special Minutes of October 17, 2018.**  
**Action:** Arriola, Vaughn. **Vote:** Yes-6; No-0; Abstain-1(Pekari)  
  
**Approve Regular Minutes of October 23, 2018.**  
**Action:** Gouveia, Arriola. **Vote:** Yes-6; No-0; Abstain-1(Guzman)

**Employees Present:** A. Gossett, J. Nott, E. Kimball, J. Mann, M. Romo, B. Silver, M. Hill, S. Behnam, N. Link, J. Soto, K. Reiman, E. Quintana, R. Pecot, M. Ramirez, V. Nyberg, J. Stocking, Z. Boswell, B. Carter, R. Riddle

**Press:** D. Rizzo, Tracy Press

**Visitors Present:** T. Brown, M. Rose,

**Student Rep Reports:** **Student Representative Reports:**  
**Tracy High:** Madison Kelley and Sarafina Souza reported that they had 5 teams

compete at a speech contest in September. It was held at the San Joaquin County Fairgrounds and many awards went to their teams and individuals. Members also attended the Green Hand Conference held on October 4 in Lodi. The Tracy FFA sent 20 members to the conference. On October 14<sup>th</sup> they held their annual pumpkin patch. FFA members met 3 times over 6 weeks to plan events. They hosted 100 children who played games, picked out pumpkins and visited the petting zoo. On November 7<sup>th</sup> they hosted the ag teachers, administrators, and counselors and took a tour of Taylor Farms and had dinner at El Patio Restaurant. On November 15<sup>th</sup> the chapter honored freshman with a pin. The Lions Club crab feed is on December 8<sup>th</sup> and members will be serving and earning community service hours. During Christmas break members will attend the Arizona National Livestock Show and they hope to be successful.

**West High:** Veronica Martinez Mota, Brooke Ramirez, and Diego Aguirre reported that they are also part of the ag pest control team. There is an exam portion where you have to identify characteristics and give a presentation. The purpose of the contest is to aid students in becoming licensed pest control advisors. They placed 4<sup>th</sup> at the state last year and are excited about this year. They are proud to announce that their team has grown from 4 to 8 and hope they are successful.

## **Recognition & Presentations:**

### **9.1 Williams Middle School Presentation**

Principal, Miguel Romo, Assistant Principal, Jessica Mann, and counselors, Eric Kimball and Michele Simas presented a power point. Everything they do is about forming positive relationships. They listen and have an open door policy and want to build trust. The most important relationship is the teacher/student relationship. They try to impress upon teachers to care and find a connection with their students in the classroom. There has been a demographic shift at WMS over the past 20 years. It used to be 61% was Caucasian and 21% Hispanic. It has now flipped and 58% are Hispanic and 23% Caucasian. Special Ed students make up 17%, EL students are at 27% and FARM students are at 57%. This is important because they need to know where their students are coming from and who they are. Since they are a Title 1 school, they will now get more resources. Technology was a great need so they have purchased 5 additional carts. This gives students more accessibility to technology 1-2 days during the week. They have been able to send more staff to professional development throughout the year. They sent a team to a PLC conference in September, counselors went to conferences and staff also attended an EL conference and AVID conference. They have focused in on NGSS and are working together using Study Sync. They are continuing work with ICLE and developing teaching strategies. Teachers are working within their PLCs and renewing focus on what drives PLCs and formative assessments. PIQUE is new to Williams and Eric Kimball is working with them. They are helping parents. They have several other programs such as Naviance, a college and career readiness program pilot, counseling program interventions, and a grief and divorce group as needed. Credit recovery started today to increase the number of students participating in the promotion ceremony. Student activities such as ASB and WEB are very active groups, including 6<sup>th</sup> grade orientation, lunch time rallies, Fall dance, and the 3 on 3 basketball tournament. Many clubs are available to students such as drama, chess, Math Olympiad, Science Olympiad and art. Drama is currently working on *Beauty and the Beast*. The Parent liaison runs parent café.

They have regular communications with the community through email reminders and Facebook posts. The AVID program has 152 students participating and students attend college fieldtrips and have guest speakers. The GATE program has 92 students participating. Their focus is on Socratic discourse, debate and project based learning.

## **9.2 Recognize the Outstanding Employees of the Fall Term for the 2018-2019 School Year**

Board Members recognized Virginia Carrera (6-8) and Julia Soto and Tina Guillen (K-5); and Cinthya Matasol (9-12) as Outstanding Classified Employees; Cathy Foisy (K-5); Monica Cordisco (6-8); and Scott Behnam (9-12) as Outstanding Certificated Employees; and Erin Quintana as the Outstanding Management Employee for the Fall Term of the 2018-2019 school year.

### **Information & Discussion Items:**

#### **10.1 Administrative & Business Services:**

##### **10.1.1 Receive Report on the Draft Preliminary Environmental Assessment Report for Tracy High School Proposed Parking Lot Expansion (Separate Cover Item)**

Wendy Bellah reported on the environmental assessment for the property acquired by the district at 455 E. 11<sup>th</sup> Street, Tracy. She reviewed the preliminary environmental process. The results will be presented to the DTSC as part of the PEA report and will allow for public review and comment. A final determination will then be made. The property was formerly used for agricultural crops and a lumber yard. There was an underground gas storage tank but it was removed in 1989. In early 2005 – 2018 it was leased and used for stereo equipment and auto repair and storage. They collected soil samples, groundwater water samples and soil gas samples. The PEA investigation found chemicals were not detected in soil. Public comment is open until December 12th and can be submitted to district to the attention of Bonny Carter. Any comments will be addressed in the final report. Bonny Carter commented that they will submit for site approval to the CDE. They have approved the contract for the EIR and were out doing tests and surveys today and will do abatement for the building itself.

### **Hearing of Delegations**

11. TEA president, Jacqui Nott, thanked the board for their service on the school board. A lot of great things have happened and they have had a lot of improvement to our facilities and got us through the great recession and she appreciates what they have done for the district. She wished Trustee Vaughn the best of luck and wished him well. She thanked Trustee Gouveia for the reminder of “ohana” and “aloha”. She thanked Trustee Guzman for clarifying questions and she was grateful to hear him ask and get the answers. She wished him good health. She thanked Trustee Arriola for engaging youth. She thanked Trustee Silva for the time he spent with her and the conversations they had. They have had some success since she took office and thanked him for taking time to answer her questions. TEA appreciates them and wishes them well. She’s sure she will be seeing many of them around town.



- 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, Gouveia. **Vote:** Yes-7; No-0.
- 13.1 **Administrative & Business Services:**
- 13.1.1 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.2 Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District
- 13.1.3 Accept the Parent Organization/Booster Club Applications Submitted for the 2018/19 School Year
- 13.1.4 Approve Accounts Payable Warrants (October, 2018) (Separate Cover Item)
- 13.1.5 Approve Payroll Reports (October, 2018)
- 13.1.6 Approve Revolving Cash Fund Reports (October, 2018)
- 13.1.7 Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.2 **Educational Services:**
- 13.2.1 Ratify Client Services Agreement with Pro Care Therapies Inc. for Speech and Language Services
- 13.2.2 Ratify Independent Contractor Agreement for Services with Psyched Services for Psych Services
- 13.2.3 Ratify Independent Contractor Agreement for Services with Rick Bledsoe, ATP for Assistive Technology Services for the 2018-2019 School Year
- 13.2.4 Agreement for Special Contract Services with Solution Tree Inc. to Provide Professional Development for Teachers at Villalovoz School on March 1, 2019
- 13.2.5 Approve Overnight Travel for Forty-Eight Tracy High AVID Students and Six Advisors to Visit Colleges in San Diego, CA on February 15-18, 2019
- 13.2.6 Approve Overnight Travel for the Advanced Drama Students to Attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on March 14-17, 2019
- 13.2.7 Approve Out of State Travel for Educational Services Staff to Present At and Attend the Houghton Mifflin Harcourt (HMH) Executive Leadership Council in Boston, MA December 6-7, 2018
- 13.2.8 Approve Revised Title 1 School Site Plan Budgets for the Remainder of the 2018-2019 School Year (Separate Cover Items)
- 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. 18-09 to Excuse Meeting Absence of Board Member

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

- 14.1.2 Adopt Resolution No. 18-10 to Excuse Meeting Absence of Board Member

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

- 14.1.3 Adopt Resolution No. 18-12 Establishing November as “Sikh American Awareness & Appreciation Month”

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

**14.2 Educational Services:**

- 14.2.1 Approve Revised TUSD Master Plan for Services to English Learners - 2nd Reading (Separate Cover Item)

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

- 14.2.2 Adopt Revisions to Board Policies and Acknowledge Administrative Regulations (Second Reading)

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

**14.3 Human Resources:**

- 14.3.1 Approve Declaration for a Provisional Internship Permit

**Action:** Costa, Guzman. **Vote:** Yes-7; No-0. \_\_\_\_

- 14.3.2 Approve Job Description and Salary Placement for Adult School Counselor

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

- 14.3.3 Approve Resolution No. 18-11 Authorizing Teachers to Teach Outside Their Credential Authorization

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

**Board Reports:**

Trustee Pekari thanked the outstanding employees of the Fall term and all of the presenters tonight. He also thanked the trustees who are leaving the board. There has been a lot of years of service for those and a lot has been done. He thanked them for everything and urged them to stay involved in the community and the district welcomes their help and assistance. He attended the College Bound program this past weekend. On October 27<sup>th</sup> in honor of Arbor Day they had students throughout TUSD help plant 150 trees along with administration, board members and teachers at Legacy Fields. We would like to bring out-of-state and regional tournaments. Each tree has a story. Kimball High School started a tradition and he was the announcer for the mothers v. sons 7 on 7 football game. They had a blast and it looks like they will continue with that. Trustee Costa attended the county school board dinner with several of the board members and Dr. Stephens. They had an excellent speaker. People on this board felt the same as he did that kids are important and do what you can. Tonight is a tough night for her. She thanked the members of this board for their service to this school district. Their primary responsibility is to give the best education that our budget can handle. We have had to cut and add and it is never easy. They have done it being

honest and she is honored to have served with them. Once votes were cast, they were a team and they stood behind the decision. They were always respectful and it has been her privilege to serve with them and she will miss all of them. Trustee Vaughn would like to thank all of the voters who initially elected him to the board. They are very appreciated. He first got on the board because of Evelyn Tolbert. She had asked him to run. He met with the then TEA president, Ann Mooney. After this election, the first call he received was from Walter to check on him and he made him feel so much better. He also received a call from his sister and Harold Reich. Harold mentioned that he was on the board for 12 years and he made him feel better. He sends his congratulations to the new board members and thanked each of his fellow board members. To “Brian from the heart Pekari” he felt very fortunate to get someone of his stature on the board. He wished him luck and appreciated his dedication to the Tracy community. To “Jill straight shooter Costa”, she has always been the main female on the board other than Juana Dement. She has been a strong voice who he could always trust and know she’s confidential. They didn’t always agree, but they always showed respect. To “Walter tell it like it is Gouveia” who is a very caring man and wasn’t surprised to get that call from him. He has been dedicated to our community and he appreciates his phone call. To “Teddy ball game Guzman” who started around the same time on the board. They had some great bonding time. When Dr. Franco was the superintendent, they would go out after board meetings and would bond. He recommends that the new board does that. They all attended the CSBA conferences, along with Gregg Crandall, and had a lot of fun. To “Dan law and order Arriola” he congratulated him on his election to the city council and knows he will do great work there. He reminded him to not let anything phase him and to do what’s right. To Greg the ole soldier Silva” he thinks of him as an old military guy who brought a different perspective to the board. They differed but always had the same goal and that was about the kids. He’s a great man and appreciates the time working with him. He embraced all of the board members when he first became a part of the board and thanked them including Kelly Lewis, Gregg Crandall, Gerry Machado, Tom Hawkins, Bill Swenson and Joan Feller. He thanked all of the staff. He thanked Dr. Harrison who made great sacrifices during the recession and worked as the Ed Services and the Human Resources associate superintendent. That was a big role and we needed her to do that at that time. She was always very easy to talk to and always professional. Tammy Jalique has done a great job in HR which is a hard position and she does it with grace and professionalism. To “Casey Dr. Slim Goodall” who has lost so much weight over the years from walking. He always has a great sense of humor and is always professional. He attended budget classes and they were using Casey’s budget as the template. It’s an honor to work with someone so great from Tracy Unified. There has been many staff over the years. Denise Wakefield helped build our facilities and Bonny kept it going after Denise. All of the directors from, Sam Strube, Rebecca Frame, Paul Hall, Troy Brown and Rob Pecot. He thanked the past TEA presidents, Steve Sievers, John Anderson, Joe Raco, Ann Mooney and current president, Jacqui Nott who has put a positive environment on the whole district and executive board. She is doing an awesome job. He also appreciates Monica Hill and Julie Wimberley. From CSEA, Denise Cheeseman, Renee Riddle, etc., he appreciates when they were going through the recession that they took furlough days to help the district’s budget out and he appreciated that. The classified employees stepped up and did their part. He thanked the College Bound

parents, Dr. Willis and Julianna Stocking. He thanked Dr. Franco. He learned a lot from him and would often attend the Warriors and Niners games together. After taking his administrative credential test, he told Dr. Franco that on every question he asked himself “What would Dr. Franco do?” Dr. Franco told him that he better have passed that test! Dr. Franco lead our district to pass 3 bond measures and helped build trust with the board and our community who hadn’t passed a bond in 30 years. He deserved his name on the Tracy High building. He has been involved with the many facilities projects including Tracy High, West High, Kimball High, McKinley, Monte Vista, Southwest Park, Central, North and Tracy Learning Center. He also gave kudos to Virginia Stewart. He thanked the oversight committees as well. He thanked Bobbie for preparing the board agendas and for all that she does for the board. To “Dr. Brian Steve Young Stephens”, even though Dr. Franco was Joe Montana, Dr. Stephens is still a hall of famer. He’s been great. He remembers when they first hired Dr. Stephens and they met in Turlock and everyone had a lot of great things to say about him, including both unions. He has done an excellent job as our superintendent. He appreciates his time on the board, he has learned a lot and thanked everyone. Trustee Gouveia commented that it has been an honor to be in this community for such a long time. He’s been in education 44 years and would do it again. He’s learned something every day and enjoyed every moment of it. The board has faced challenges and came up with solutions. Moving forward “Aloha” means hello goodbye and love. He believes that everyone carries “aloha”. He has been honored to see the educational progress of this community and the growth of people. Regarding the budget, we need to look at the big picture. He appreciates everything he’s learned and it has been a true honor. He wishes the new board members good luck and advises them to be patient, use wisdom, and don’t forget the children and staff. Trustee Guzman thanked the community for the privilege of being on the school board. It has been a true honor. He enjoyed all of the presentations and attending various events, handing out diplomas, music, art, drama, and sporting events. The staff has done hard work which makes this a great district. He thanked the teachers, staff, all associate superintendents and everyone. He has been on 3 committees and everyone has done a great job. He thanked Bobbie for her hard work and Dr. Franco and Dr. Stephens for their leadership. He will miss it and wished good luck to the new board members. Trustee Arriola commented that he has not been a board member very long but thanked everyone for all of their efforts. He appreciates the opportunity to get on the school board and now on to the City Council. There have been many accomplishments in the last 2 years including a reduction in expulsions and suspensions, the Summer Bridge Program, and a \$5 million-dollar budget reduction. His focus and mission was to empower students. When he was younger he felt like someone wasn’t listening so he wanted the young people to feel that and wants to do that for the City of Tracy. He thanked students, staff, teachers, administrators and the board for participating in the role to create this community. Trustee Silva attended the county school board dinner. Kevin Honeycutt was an amazing speaker. He is all over the internet. He participated in various forums for the election. He thanked everyone, including fellow board members. It has been an honor for him to serve with all of them. Walter called him to check on him after the election which demonstrated the heart of that man. All he’s about is the kids. He was looking forward to working with Brian Pekari. He is proud to have selected him and wishes him nothing but the best. Jill is it, the last of the ole timers and she will be just fine. James is a

passionate man and tells it like it is. We don't always agree but always come out respectful. Gregg and Kelly were board members when he first started. He always asked about what the teacher's perspective. Once the board has spoken, you own the decision. That's his one piece of advice. Ted was also on the board with the same philosophy. Ted was a wealth of information on the past and where we have come from and how we got to where we are. Dan has been here only 2 years. He makes fun of lawyers because of working in the insurance industry but knows that litigation is the price of civilization. He wished him good luck on the city council. His involvement in the district started 12 years ago and was on the board for 8 years. Dr. Franco got him involved and he started on a parent committee. After 8 years he thinks he's leaving the place a little better than he found it and proud of the small role he played. Every 4 years we take credit for the work that the administration does. The heavy lifting happens with the superintendent and associate superintendent. We owe everything to them, the staff, teachers and employees. They are the ones out there every single day and doing what is really required. It has been an honor to work with them. They are the unsung heroes that do the work to make this district a better place.

**Superintendent  
Report:**

Dr. Stephens commented that tomorrow night is the Red Carpet event at Kimball High School at 6:00 p.m. It will be a full house and all are invited to attend. It is a highlight of the year. There are 5 board members who are leaving and have served a total of 46 years as trustee. One of the key things that the board has to do is spend money wisely and have a budget balance. We need to see student achievement taking place and take care of our employees. Those are the important things that a good school board does and you have done that. As superintendent it has been a honor and privilege to serve you. In a month we will have a complete new board except for 2. He wished everyone well and knows that there are challenges awaiting for them.

**Adjourn: 8:42 pm**

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Clerk

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Date



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. Brian Stephens, Superintendent  
**DATE:** December 4, 2018  
**SUBJECT:** (1)Elect Officers;  
(2)Appoint Representatives to the following committees:  
Budget; CALSSD; City Schools Liaison; District Attendance Area;  
Facilities Advisory; Facility Use Policy Review; Family Life;  
Legislative Action; SJCSBA; Special Ed, TAPFFA; Tracy Learning  
Center/Ad Hoc Board Member; Charter Schools; Tracy Parks; and  
(3)Approve 2018 Board Calendar.

**BACKGROUND:** Education Code Section 35143 and 72125 require the governing board of each school district to hold an annual organizational meeting. In a year in which a regular election for governing board members is held in our district, the meeting shall be held on a day within a 15-day period that commences with the date upon which an elected governing board member takes office. Organizational meetings, in years in which no such regular election for governing board members is conducted, shall be held during the same 15-day period on the calendar. This year the 15-day period will commence on December 1. Districts that have regular meetings between December 1 and December 15 can comply with the Education Code requirement by placing this matter on its agenda. The day and time of the annual meeting shall be selected by trustees at its regular meeting immediately prior to the first day of such 15-day period.

**RATIONALE:** Tuesday, December 11, 2018, is the date of the Tracy Unified School District Board of Trustee's regular meeting which complies with the Education Code requirement for holding the annual organizational meeting. Within 15 days prior to the date of the annual meeting, all board members and members-election shall be notified in writing of the date and time selected for the meeting.

**FUNDING:** N/A

**RECOMMENDATION:** (1)Elect Officers; (2)Appoint Representatives to the following committees: Budget; CALSSD; City Schools Liaison; District Attendance Area; Facilities Advisory; Facility Use Policy Review; Family Life; Legislative Action; SJCSBA; Special Ed; TAPFFA; Tracy Learning Center/Ad Hoc Board Member; Charter Schools; Tracy Parks; and (3)Approve 2018 Board Calendar.

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

# TRACY UNIFIED SCHOOL DISTRICT ORGANIZATIONAL MEETING HELD DEC. 2018

<b>2017 COMMITTEES:</b>	<b>ABERCROMBIE</b>	<b>ALEXANDER</b>	<b>COSTA</b>	<b>KAUR</b>	<b>PEKARI</b>	<b>SOUZA</b>	<b>VACANT</b>
<b>OFFICERS</b>							
<b>BUDGET</b> (Alt-)							
<b>CALSSD</b>							
<b>CITY SCHOOLS</b> (Alt-)							
<b>DISTRICT ATTENDANCE AREA</b>							
<b>FACILITIES ADVISORY</b> (Alt-)							
<b>FACILITY USE POLICY REVIEW</b> (Alt-)							
<b>FAMILY LIFE</b>							
<b>LEGISLATIVE ACTION</b>							
<b>SJ CSBA</b>							
<b>SPECIAL ED</b>							
<b>TAPFFA</b> (Alt-)							
<b>TRACY LEARNING CTR/ AD HOC BOARD MEMBER</b> (Alt-)							
<b>TRACY PARKS</b> (Alt-)							
<b>CHARTER SCHOOLS</b>							

# TRACY UNIFIED SCHOOL DISTRICT ORGANIZATIONAL MEETING HELD DEC. 2017

<b>2017 COMMITTEES:</b>	<b>ARRIOLA</b>	<b>COSTA</b>	<b>GILBERT</b>	<b>GOUVEIA</b>	<b>GUZMAN</b>	<b>SILVA</b>	<b>VAUGHN</b>
<b>OFFICERS</b>	<b>Clerk</b>		<b>Vice President</b>			<b>President</b>	
<b>BUDGET</b> Gilbert, Silva, Vaughn (Alt-JC)		<b>Alternate</b>					
<b>CALSSD</b> Vaughn (Alt-DA)	<b>Alternate</b>						
<b>CITY SCHOOLS</b> Arriola, Costa, Gouveia (Alt-TG)					<b>Alternate</b>		
<b>DISTRICT ATTENDANCE AREA</b> Gouveia, Vaughn							
<b>FACILITIES ADVISORY</b> Gouveia, Guzman, Silva (A-JV)							<b>Alternate</b>
<b>FACILITY USE POLICY REVIEW</b> Costa, Guzman, Vaughn (A-WG)				<b>Alternate</b>			
<b>FAMILY LIFE</b> Arriola, Costa, Gilbert							
<b>LEGISLATIVE ACTION</b> Arriola, Costa, Gilbert							
<b>SJ CSBA</b> Costa, Silva							
<b>SPECIAL ED</b> Gilbert							
<b>TAPFFA</b> Guzman, Silva, Vaughn (Alt-JC)		<b>Alternate</b>					
<b>TRACY LEARNING CTR/ AD HOC BOARD MEMBER</b> Guzman (A-JC)		<b>Alternate</b>					
<b>TRACY PARKS</b> Gouveia (Alt-GS)						<b>Alternate</b>	
<b>CHARTER SCHOOLS</b> Costa, Guzman, Silva							





**TRACY**  
UNIFIED SCHOOL DISTRICT

## Board of Education Calendar of Meetings 2019

The Board of Education holds its regular meetings in the Tracy Unified School District Education Center Boardroom located at 1875 W. Lowell Ave. Meetings begin at 7 p.m. The Board of Education's meeting agendas are posted for public viewing the Friday before each regular meeting in the Education Center lobby and on the District's website at [www.tracy.k12.ca.us](http://www.tracy.k12.ca.us). Copies of meeting agendas also are available by contacting the Superintendent's Office at 830-3201. Minutes of Board of Education meetings are available for public review in the Superintendent's Office on Mondays through Fridays between 8 a.m. and 5 p.m., and can be viewed on the District's website at [www.tracy.k12.ca.us](http://www.tracy.k12.ca.us).

BOARD MEETING DATES 2018-19	
	01/08/19
	01/22/19
	02/12/19
	02/26/19
	03/12/19
	03/26/19
	04/09/19
	05/14/19
	05/28/19
	06/11/19
	06/25/19
	08/13/19
	08/27/19
	09/10/19
	09/24/19
	10/08/19
	10/22/19
	11/12/19
	12/10/19



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent for Educational Services  
**DATE:** November 19, 2018  
**SUBJECT:** Conduct a Public Hearing Regarding the Charter Renewal for the Tracy Learning Center's Millennium High School (9-12)

**BACKGROUND:** A Public Hearing is a required component of the Charter Renewal Process. The California Education Code requires that the Board of Trustees renders a final decision on the renewal of the charter within 60 days of the date of receipt of the charter renewal petition. The Board of Trustees shall approve a charter renewal if it is satisfied that the charter is consistent with the requirements set forth in the Tracy Unified School District's Charter School Board Policy 0420.4, Administrative Regulation 0420.4 and Education Code Sections 47605 and 47607.

**RATIONALE:** Millennium High School's current 5-year charter will expire on June 30, 2019. Millennium High School has submitted a petition for a 5-year renewal of its charter per Education Code 47607. Tracy Unified School District staff and legal counsel are in the process of reviewing Millennium High School's renewal petition to determine if it meets the guidelines and criteria set forth in Education Code Sections 47605 and 47607; Tracy Unified School District Board Policy 0420.4 and Administrative Regulation 0420.4.

Upon review of this renewal petition, the Tracy Unified School District Board of Education will make, within 60 days, a determination as to approval of the Millennium Charter Renewal.

**FUNDING:** Not applicable.

**RECOMMENDATION:** Conduct a public hearing on the provisions of the charter renewal petition for the Tracy Learning Center's Millennium High School (9-12)

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent for Educational Services  
**DATE:** November 19, 2018  
**SUBJECT:** Conduct a Public Hearing Regarding the Charter Renewal for the Tracy Learning Center's Primary Charter School (TK-4)

**BACKGROUND:** A Public Hearing is a required component of the Charter Renewal Process. The California Education Code requires that the Board of Trustees renders a final decision on the renewal of the charter within 60 days of the date of receipt of the charter renewal petition. The Board of Trustees shall approve a charter renewal if it is satisfied that the charter is consistent with the requirements set forth in the Tracy Unified School District's Charter School Board Policy 0420.4, Administrative Regulation 0420.4 and California Education Code Sections 47605 and 47607.

**RATIONALE:** Primary Charter School's current 5-year charter will expire on June 30, 2019. Primary Charter School has submitted a petition for a 5-year renewal of its charter per Education Code 47607. Tracy Unified School District staff and legal counsel are in the process of reviewing Primary Charter School's renewal petition to determine if it meets the guidelines and criteria set forth in Education Code Sections 47605 and 47607; Tracy Unified School District Board Policy 0420.4 and Administrative Regulation 0420.4.

Upon review of this renewal petition, the Tracy Unified School District Board of Education will make, within 60 days, a determination as to approval of the Primary Charter Renewal.

**FUNDING:** Not applicable.

**RECOMMENDATION:** Conduct a Public Hearing on the provisions of the charter renewal petition for the Tracy Learning Center's Primary Charter School (TK - 4)

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** November 5, 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 Elementary School:

1. Tracy Unified School District/Kelly Elementary School: From Lawrence Livermore National Security, LLC for the amount of \$1,000.00 (ck. #891646). This donation will benefit the fifth grade students of Kelly School.
2. Tracy Unified School District/Kelly Elementary School: From the George Kelly Elementary Parent Faculty PTO, Inc. for the amount of \$1,785.00 (ck. #3048). This donation will go towards bussing for sixth grade field trips.

Kimball High School:

1. Tracy Unified School District/Kimball High School: From the Kimball High Athletic Booster Club for the amount of \$4,215.25 (ck. #5836). This donation will be used for Huddle software for Kimball's football teams.
2. Tracy Unified School District/Kimball High School: From WePay for the amount of \$3,288.10 (ck. #0028697490). This donation was made using the Snap Raise platform and it will benefit the AVID club.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From the Tracy Breakfast Lions Club for the amount of \$500.00 (ck. #1091). This donation will benefit Tracy High School's Future Farmers of America program.

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

**FUNDING:** Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs,

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

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

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** December 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>Approved</i>	<i>Current</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 Advantage Athletic Booster Club	<i>Approved</i>	<i>Current</i>
Jacobson Staff Parent Association	<i>Approved</i>	<i>Current</i>
Jaguar Theatre Booster Club	<i>Approved</i>	<i>Current</i>
Kimball High Athletic Booster Club	<i>Approved</i>	<i>Current</i>
Kimball High School Music Boosters	<i>Approved</i>	<i>Current</i>
Kimball High School PSTA	<i>Approved</i>	<i>Current</i>
Monte Vista Parent Club	<i>Approved</i>	<i>Current</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>Approved</i>	<i>Current</i>
Tracy High Baseball Boosters	<i>Approved</i>	<i>Current</i>
Tracy High School Football Boosters	<i>Approved</i>	<i>Current</i>
Tracy High Softball Booster Club	<i>Recommended for Approval</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 11/2/18



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** November 29, 2018  
**SUBJECT:** **Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment through Direct Sale to Vendor in Lieu of Disposal Expenses**

**BACKGROUND:** District policy currently dictates that the disposal of equipment must meet the following conditions before a surplus is declared:

1) "When district-owned books, equipment and supplies become unusable, obsolete, or no longer needed, the Superintendent or designee shall identify these items to the Governing Board, together with their estimated value and a recommendation that they be sold or disposed of by one of the methods prescribed in law and administrative regulations." (BP 3270)

2) If the district is unable to use the equipment, an assessment must be made to determine which category the equipment falls under:

- Equipment about to be replaced
- Equipment beyond economic repair
- Obsolete due to changes in material make up (technology)
- Salvage and scrap
- Rubbish

3) The next step would be to sell the item for cash through the following steps:

a) "Ed Code 39520 requires the district to sell any personal property belonging to the district if the property is not required for school purposes, or if it should be disposed of for the purpose or replacement, or if it is unsatisfactory or not suitable for school use". A notice of sale would then be posted in a public place.

Or

The district can sell the equipment through an auction sale. In either case, the district reserves the right to award to the highest responsible bidder, or reject all bids.



b) If the district fails to receive a qualified bid, a private sale without advertising can take place. The Board will need to reach a unanimous decision on whether the equipment met the criteria of "not exceeds value of \$2,500".

c) If the value of the equipment is insufficient to defray cost of sale (Ed Code 39521), the district can arrange for the disposal of the equipment in a local public disposal site.

The Tracy Unified School District Director of School Business Support Services & Purchasing has declared the surplus on the damaged, obsolete and surplus furniture, computers and equipment due to the fact the inventory has been replaced with newer, more modern and structurally safe inventory. The inventory has a negative value or at best, a negligible value.

The main concerns of district staff is that we are able to eliminate warranty issues for future use of these items, we reduce or eliminate hazardous waste from hitting our landfills and lastly, if we can help out others with our items, then we utilize companies that fulfill our requirements while helping out the environment and others who are less fortunate.

Our surplus items will be processed under an agreement with the vendors, which outlines a salvage plan that includes pick-up of obsolete items, they assume ownership of items, the associated warranty responsibility and the costs incurred for the disposal of toxic products as stated by law. The inventory will be consumed for its parts and reused through reselling channels, or lastly, after disassembly of items, will be sold to recyclers. All vendors are required to provide a Certificate of Recycling and Destruction to ensure the district is safe from any hazardous materials disposal liability and guards our safety against any internal information being accessed after it is declared surplus.

**RATIONALE:** "Property for which no qualified bid has been received may be sold, without further advertising, by the Superintendent or designee." (Education Code 39521)

As advised by District counsel, surplus equipment and furniture should not be sold to the public unless the District is able to certify that equipment is safe. In addition, surplus should only be sold to those whom can take title of the equipment and warrant safety through certification.

**FUNDING:** Cost is only the labor time to palletize and load items with a slight return possible.

**RECOMMENDATION:** Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment through Direct Sale to Vendor in Lieu of Disposal Expenses.

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

E-WASTE INVENTORY 12/11/2018

ITEM	ESTIMATED QUANTITY
Counter top oven – Model # M-XA015	1
Crescor hot unit – Model H138183yd	7
True Slim reach in refer – Model TS-23	1
Gasystems reach in freezer – Model CS15	1
Red Hot table top warmer – Model 1220UFW2-120	2
Beverage Air milk cooler – Model ST49N	1
Cadco Unox convection ovens-Model XA090	2
Cadco Unox convection oven-Model XAF013	1
Fellowes Powershred- Model C-320C	1



# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**DATE:** December 3, 2018  
**SUBJECT:** Approve Accounts Payable Warrants (November, 2018)

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

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

**FUNDING:** N/A

**RECOMMENDATION:** Approve Accounts Payable Warrants (November, 2018).

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



# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** December 3, 2018  
**SUBJECT:** Approve Payroll Reports (November, 2018)

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

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

**FUNDING:** N/A

**RECOMMENDATION:** Approve Payroll Report (November, 2018).

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

Pay30

Payroll Fund/Object Recap for County  
Interface

Pay Date 11/09/2018

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	<b>SACS Object</b>	<b>Amount</b>	
	1100	404,306.78	Teachers' Salaries
	1200	1,173.33	Cert Pupil Support Salaries
	1300	12,433.18	
	1900	6,150.78	Other Certificated Salaries
	2100	42,872.52	Instructional Aides' Salaries
	2200	118,962.02	Classified Support Salaries
	2400	26,045.59	Clerical & Office Salaries
	2900	8,735.21	Other Classified Salaries
	<b>Total Labor</b>	<b>620,679.41</b>	
Fund 01	<b>SACS Object</b>	<b>Amount</b>	
	3101	48,390.66	STRS On 1000 Salaries
	3201	308.86	PERS On 1000 Salaries
	3202	8,675.74	PERS On 2000 Salaries
	3301	8,069.97	
	3302	11,798.16	
	3501	211.97	State Unemploy On 1000 Salary
	3502	98.40	State Unemploy On 2000 Salary
	3601	8,026.84	Worker'S Comp Ins On 1000 Sal
	3602	3,721.53	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>89,302.13</b>	
Fund 11	<b>SACS Object</b>	<b>Amount</b>	
	1100	11,483.60	Teachers' Salaries
	1200	1,701.53	Cert Pupil Support Salaries
	2100	690.70	Instructional Aides' Salaries
	<b>Total Labor</b>	<b>13,875.83</b>	
Fund 11	<b>SACS Object</b>	<b>Amount</b>	
	3101	1,169.17	STRS On 1000 Salaries
	3202	124.75	PERS On 2000 Salaries
	3301	202.78	
	3302	52.83	
	3501	6.58	State Unemploy On 1000 Salary
	3502	0.35	State Unemploy On 2000 Salary
	3601	249.56	Worker'S Comp Ins On 1000 Sal
	3602	13.08	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>1,819.10</b>	

Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	2100	3,651.27	Instructional Aides' Salaries
	<b>Total Labor</b>	<b>3,651.27</b>	
Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	3102	107.70	STRS On 2000 Salaries
	3202	118.32	PERS On 2000 Salaries
	3302	162.88	
	3502	1.80	State Unemploy On 2000 Salary
	3602	69.10	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>459.80</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	2200	24,695.82	Classified Support Salaries
	<b>Total Labor</b>	<b>24,695.82</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	3202	806.32	PERS On 2000 Salaries
	3302	1,167.23	
	3502	12.34	State Unemploy On 2000 Salary
	3602	467.43	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>2,453.32</b>	

ESCAPE **ONLINE**

Pay Date 11/30/2018

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	4,847,325.53	Teachers' Salaries
	1200	290,847.17	Cert Pupil Support Salaries
	1300	540,972.40	Cert Suprvrs' & Admins' Sal
	1900	99,141.26	Other Certificated Salaries
	2100	395,288.59	Instructional Aides' Salaries
	2200	701,965.53	Classified Support Salaries
	2300	172,026.06	Class Suprvrs' & Admins' Sal
	2400	417,451.00	Clerical & Office Salaries
	2900	41,712.97	Other Classified Salaries
	Total Labor	7,506,730.51	
Fund 01	SACS Object	Amount	
	3101	911,898.59	STRS On 1000 Salaries
	3102	4,359.77	STRS On 2000 Salaries
	3201	30,518.73	PERS On 1000 Salaries
	3202	297,561.44	PERS On 2000 Salaries
	3301	86,340.68	
	3302	118,812.50	
	3401	633,591.73	
	3402	240,035.44	
	3501	2,888.73	State Unemploy On 1000 Salary
	3502	863.07	State Unemploy On 2000 Salary
	3601	109,371.28	Worker'S Comp Ins On 1000 Sal
	3602	32,716.20	Worker'S Comp Ins On 2000 Sal
	3701	68,912.44	
	3702	36,934.18	
	Total Contributions	2,574,804.78	
Fund 11	SACS Object	Amount	
	1100	8,909.10	Teachers' Salaries
	1300	10,368.94	Cert Suprvrs' & Admins' Sal
	2100	4,448.69	Instructional Aides' Salaries
	2200	2,075.62	Classified Support Salaries
	2400	11,019.47	Clerical & Office Salaries
	Total Labor	36,821.82	
Fund 11	SACS Object	Amount	
	3101	3,138.46	STRS On 1000 Salaries
	3202	3,168.73	PERS On 2000 Salaries
	3301	251.01	
	3302	1,251.43	
	3401	1,513.14	
	3402	2,870.09	
	3501	9.62	State Unemploy On 1000 Salary
	3502	8.78	State Unemploy On 2000 Salary
	3601	364.89	Worker'S Comp Ins On 1000 Sal
	3602	332.06	Worker'S Comp Ins On 2000 Sal
	Total Contributions	12,908.21	

Fund 12	SACS Object	Amount	
	1300	816.55	Cert Suprvrs' & Admins' Sal
	2100	7,626.91	Instructional Aides' Salaries
	2400	2,485.09	Clerical & Office Salaries
	<b>Total Labor</b>	<b>10,928.55</b>	
Fund 12	SACS Object	Amount	
	3101	132.93	STRS On 1000 Salaries
	3102	373.29	STRS On 2000 Salaries
	3202	1,107.72	PERS On 2000 Salaries
	3301	10.93	
	3302	570.23	
	3401	78.44	
	3402	873.39	
	3501	0.41	State Unemploy On 1000 Salary
	3502	5.06	State Unemploy On 2000 Salary
	3601	15.46	Worker'S Comp Ins On 1000 Sal
	3602	191.41	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>3,359.27</b>	
Fund 13	SACS Object	Amount	
	2200	117,073.79	Classified Support Salaries
	2300	34,112.79	Class Suprvrs' & Admins' Sal
	2400	14,933.61	Clerical & Office Salaries
	<b>Total Labor</b>	<b>166,120.19</b>	
Fund 13	SACS Object	Amount	
	3202	25,831.62	PERS On 2000 Salaries
	3302	11,548.14	
	3402	15,338.09	
	3502	83.05	State Unemploy On 2000 Salary
	3602	3,144.35	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>55,945.25</b>	

ESCAPE ONLINE





# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**DATE:** December 3, 2018  
**SUBJECT:** Approve Revolving Cash Fund Reports (November, 2018)

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

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

**FUNDING:** N/A

**RECOMMENDATION:** Approve Revolving Cash Fund Reports (November, 2018).

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

12/03/18

**TUSD**  
**REVOLVING CASH FUND**  
**November 2018**

Date	Num	Name	Memo	Paid Amount
11/06/2018	9494	CITY OF TRACY	PO19-00927 student ride tickets	
			01-3010-0-1110-1000-4300-800-2749	-40.00
TOTAL				-40.00
11/08/2018	9495	BUREAU OF EDUCATION & RES...	Conference 11/15/2018 Inv#4839467	
			01-6500-0-5750-1110-5200-800-2542	-249.00
TOTAL				-249.00
11/08/2018	9496	BUREAU OF EDUCATION & RES...	Conference 11/15/2018 Inv# 4839466	
			01650005750111052008002542	-996.00
TOTAL				-996.00
11/12/2018	9497	BUREAU OF EDUCATION & RES...	Conference 11/15/18 WHS Barajas;Hays:Seg...	
			01-6500-0-5750-1110-5200-800-2542 Invoice #...	-747.00
TOTAL				-747.00
11/12/2018	9498	BUREAU OF EDUCATION & RES...	Conference 11/15/18 WHS Raco; Tamez Invoi...	
			01-6500-0-5750-1110-5200-800-2542 Invoice # ...	-498.00
TOTAL				-498.00
11/12/2018	9499	BUREAU OF EDUCATION & RES...	Conference 11/15/18 THS Silvinson; Demsher	
			01-6500-0-5750-1110-5200-800-2542 Invoice #...	-538.00
TOTAL				-538.00
11/13/2018	9500	WOW On Wheels	PO19-01537 Centra invoice #636	
			01-3010-0-1110-1000-5800-130-3002	-400.50
TOTAL				-400.50
11/15/2018	9501	LEILANI CASE	17-18 RETRO- LOA EMPLOYEE	
			01-0000-0-1110-1000-1100-439-8999	-378.65
TOTAL				-378.65
11/15/2018	9502	CHAD IRVIN	2017-2018 RETRO PAY	
			01-0709-0-3200-1000-1100-559-8999	-898.24
TOTAL				-898.24



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** November 28, 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  
December 11, 2018  
SUMMARY OF SERVICES**

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A. Vendor:	Emergent Technology Services
Site:	Central Elementary School Renovation
Item:	Estimate - Ratify
Services:	Epson projector for new library.
Cost:	\$4,865.84
Project Funding:	Measure B Bond Fund, State School Facilities Program

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** November 28, 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  
December 11, 2018  
SUMMARY OF SERVICES**

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- A. Vendor: Isom Advisors, a Division of Urban Futures, Inc.  
Sites: District Wide  
Item: Agreement - Ratify  
Services: Consultant to review District's Annual Debt Transparency Report requirements and submit to the California Debt Investment Advisory Commission the necessary filings and documentation to remain compliant with SB 1029 for each year.  
Cost: \$500.00 until all bond proceeds are spent; thereafter, an annual fee of \$250.00.  
Project Funding: Unrestricted General Fund/Facilities Funding
- 
- B. Vendor: Hazard Management Services, Inc.  
Sites: Duncan Russell Continuation High School  
Item: Estimate - Ratify  
Services: Environmental consultant to provide testing, inspection and final report on hazardous materials at Duncan Russell.  
Cost: \$630.00  
Project Funding: Unrestricted General Fund/Deferred Maintenance
- 
- C. Vendor: Champion Industrial Contractors, Inc.  
Sites: West High School  
Item: Change Order # 1 - Ratify  
Services: Contractor did not install the two (2) wall mounted cabinets and electrical exhaust fans that were per plan but installed two (2) base cabinets that matched the fume hood base cabinets.  
Cost: (\$4,029.00) Credit  
Project Funding: Unrestricted General Fund/Deferred Maintenance
- 
- D. Vendor: Field Turf  
Sites: Kimball High School  
Item: Notice of Completion  
Services: Synthetic turf field replacement; included turf, artwork/field markings, nail shim, cool infill and sales tax; CMAS proposal.  
Cost: \$413,271.00 Change Orders: \$3,506.00 Final Contract: \$416,777.00  
Project Funding: Unrestricted General Fund
- 
- E. Vendor: F & H Construction  
Sites: Kimball High School  
Item: Notice of Completion  
Services: Contractor removed and disposed of existing infill, top rock and turf and placed new top rock, installed the new membrane and Brock USA system, and lime treated the subgrade, per the Settlement Agreement & Release and the Modification of Settlement Agreement.  
Cost: \$0.00 Modification of Settlement Agreement: \$95,000.00  
Final Contract: \$95,000.00  
Project Funding: N/A
-

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F. Vendor:	SunEdison Government Solutions, LLC and Onyx Renewable Partners, L.P
Sites:	District Education Center
Item:	Notice of Completion
Services:	Contractor designed, constructed and installed solar photovoltaic facilities at various sites within the District Education Center and arranged with the local utility for interconnection of the facilities.
Cost:	\$0.00 Power Purchase Agreement
Project Funding:	N/A

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G. Vendor:	SunEdison Government Solutions, LLC and Onyx Renewable Partners, L.P
Sites:	Kimball High School
Item:	Notice of Completion
Services:	Contractor designed, constructed and installed on the Kimball High School campus solar photovoltaic facilities and arranged with the local utility for interconnection of the facilities.
Cost:	\$0.00 Power Purchase Agreement
Project Funding:	N/A

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H. Vendor:	SunEdison Government Solutions, LLC and Onyx Renewable Partners, L.P
Sites:	West High School
Item:	Notice of Completion
Services:	Contractor designed, constructed and installed on the West High School campus solar photovoltaic facilities and arranged with the local utility for interconnection of the facilities.
Cost:	\$0.00 Power Purchase Agreement
Project Funding:	N/A

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I. Vendor:	SunEdison Government Solutions, LLC and Onyx Renewable Partners, L.P
Sites:	Williams Middle School
Item:	Notice of Completion
Services:	Contractor designed, constructed and installed on the Williams Middle School campus solar photovoltaic facilities and arranged with the local utility for interconnection of the facilities.
Cost:	\$0.00 Power Purchase Agreement
Project Funding:	N/A

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** December 11, 2018  
**SUBJECT:** **Approve Overnight Travel for Nine Kelly Elementary School Teachers and Two Administrators to Attend PLC at Work Institute in Las Vegas, Nevada on June 3rd – 5th, 2019**

**BACKGROUND:** A team of core teachers and administrator(s) will travel to Las Vegas, Nevada, for the PLC at Work Institute being held June 3<sup>rd</sup> – June 5<sup>th</sup>, 2019. Our school goal is to provide a team of core educators the chance to deepen their understanding and practice of the PLC collaborative process as the most powerful strategy for sustained, substantive school improvement. This goal will help our educational practices and processes towards closing the learning gaps with proven techniques and processes that are focused on student achievement and rigorous and relevant instruction.

**RATIONALE:** Professional Learning Communities (PLCs) are recognized as the most powerful, high-leveraging strategy for sustained, substantive school improvement. By attending this three day institute, teacher leaders will learn the foundation knowledge and tools to implement and improve upon using PLCs as our driving force behind providing fair, equitable, and high-quality education for ALL students. The Kelly School community has a school-wide focus on the three big ideas of the PLCs with a major focus on the four PLC questions to drive decisions using student data to improve student learning.

Through our regularly scheduled PLCs, we work to build our collective knowledge and capacity to use data to make instructional decisions through a framework to respond to students' needs and hold us accountable to our school's mission, vision, values, and goals. The PLC at Work Institute provides educators the necessary time for questions during the breakout sessions, a panel of experts to address questions from the audience, and time for teams to reflect and seek the advice of the presenters. At the end of the institute, teams will focus on next action steps, with presenters on hand to guide them. As teams develop deeper conceptual foundational understandings behind the PLC process, collectively we will gain specific, practical, and inspiring strategies for transforming our school into a place where all students learn at high levels.

This 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; 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; District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Lodging, meals, and transportation costs will total approximately \$17,500 and will be paid for from District Title I Carryover Funds.

**RECOMMENDATION:** Approve Overnight Travel for Nine Kelly Elementary School Teachers and Two Administrators to Attend PLC at Work Institute in Las Vegas, Nevada on June 3rd – 5th, 2019

**Prepared by:** Dr. Michael Bunch, Kelly Elementary School Principal.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** November 29, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Service with Center for Accessible Technology for Independent Education Evaluation Assistive Technology Assessment**

**BACKGROUND:** Board approval is requested to contract for Individual Educational Evaluation (IEE)/assistive technology assessment for special education students. The Center for Accessible Technology will conduct an IEE per the San Joaquin County SELPA IEE process. Approval is necessary at this time to fulfill district responsibility to allow for agreed upon assessor of parent's choosing per applicable laws.

**RATIONALE:** Districts must offer a continuum of services, including IEEs to students with exceptional needs. This request supports District Strategic Goal #3: Apply fiscal, operational, and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for this contract are \$1,200.00 per assistive technology IEE. Total contract expenses shall not exceed \$1,200.00. Special education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve agreement for special contract service with Center for Accessible Technology for independent education evaluation assistive technology assessment.

**Prepared by:** Jason Davis, Program Administrator, Special Education

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Center for Accessible Technology, 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: Independent Educational Evaluation (IEE) of 1 TUSD student.  
IEEs will be performed in accordance with the San Joaquin County Special Education Local Plan Area (SELPA) Guidelines.  
A written report will be provided to the District, at the same time that it is made available to the parents of the student that was evaluated.  
IEE will include assistive technology consultation assessment.  
Contractor will attend related IEP meetings to discuss the reports.

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 N/A ( ) |    HOURS |    DAYS, under the terms of this agreement at the following location District, School, and/or Assessor's office.

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

- a. District shall pay \$100 per ✓ | HOUR | | DAY | | FLAT RATE, not to exceed a total of \$1,200. 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 12/12/2018, and shall terminate on 5/24/2019.

5. This agreement may be terminated at any time during the term by either party upon Ten (10) 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. Chris Crone
7. Contractor shall contact the District's designee, Director of Sp.Ed., at ( ) 209-830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
- a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
- b. Contractor [ ☒ ] **WILL** [ ☐ ] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

#### AGREED:

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

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

Title \_\_\_\_\_

Center for Accessible Technology \_\_\_\_\_

Address \_\_\_\_\_

3075 Adeline Street \_\_\_\_\_

Berkeley, CA 94703 \_\_\_\_\_

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

Date \_\_\_\_\_

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

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

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** November 29, 2018  
**SUBJECT:** Approve Agreement for Special Contract Service with Dr. Sara Rice Schiff for Independent Educational Evaluation/Psycho-Educational Assessment

**BACKGROUND:** Board approval is requested to contract for Individual Educational Evaluation (IEE)/Psycho-educational Assessment for special education students. Dr. Rice Schiff, a Clinical Psychologist from Walnut Creek, will conduct IEEs per the San Joaquin County SELPA IEE process. Approval is necessary at this time to fulfill district responsibility to allow for agreed upon assessor of parent's choosing per applicable laws.

**RATIONALE:** Districts must offer a continuum of services, including IEEs to students with exceptional needs. This request supports District Strategic Goal #3: Apply fiscal, operational, and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for this contract are \$5,000.00 per comprehensive psycho educational IEE. Total contract expenses shall not exceed \$10,000.00. Special education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Agreement for Special Contract Service with Dr. Sara Rice Schiff for Independent Educational Evaluation/Psycho-Educational Assessment

**Prepared by:** Jason Davis, Program Administrator, Special Education

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Sara Rice Schiff, Ph.D., 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: Independent Educational Evaluation (IEE) of 2 TUSD students.  
IEEs will be performed in accordance with the San Joaquin County Special Education Local Plan Area (SELPA) Guidelines.  
Written reports will be provided to the District, at the same time that they are made available to the parents of the students that were evaluated.  
IEEs will include socio/emotional/behavioral, cognitive, academic, adaptive behavioral, and psycho-educational assessment.  
Contractor will attend related IEP meetings to discuss the reports.

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 N/A ( ) |    HOURS |    DAYS, under the terms of this agreement at the following location District, School, and/or Assessor's office.

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

- a. District shall pay \$ 5,000 per |    HOUR |    DAY | ☒ **FLAT RATE**, not to exceed a total of \$ 10,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District |    **SHALL** | ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
- c. District shall make payment on a |    **MONTHLY PROGRESS BASIS** | ☒ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 12/12/2018, and shall terminate on 5/24/2019.

5. This agreement may be terminated at any time during the term by either party upon Ten (10) 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.

Chris Crone

7. Contractor shall contact the District's designee, Director of Sp.Ed., at ( ) 209-830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

- a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
- b. Contractor [☒] **WILL** | [☐] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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



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

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

#### AGREED:

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

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

Title \_\_\_\_\_

Address \_\_\_\_\_

1501 N. Broadway Ste 403 \_\_\_\_\_

Walnut Creek, CA 94596 \_\_\_\_\_

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

Date \_\_\_\_\_

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

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

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** November 29, 2018  
**SUBJECT:** **Ratify Individual Services Agreement (ISA) for Nonpublic, Nonsectarian School Services with Spectrum Center Schools and Programs for Educational Services**

**BACKGROUND:** Board approval is requested to contract for Non-public school (NPS) placement for one student at Spectrum Center Schools and Programs (NPS) in Pittsburg, CA. The District's Special Education administration would like to begin a contract with Spectrum Center Schools and Programs to provide the placement pursuant to the student's IEP. Ratification is necessary at this time to remain compliant with that IEP.

**RATIONALE:** Districts must offer a continuum of services including, when necessary, placement at Non-Public Schools (NPS). This agenda request supports District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for the 2018-2019 regular school year and related services will not exceed \$58,084. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify individual services agreement (ISA) for nonpublic, nonsectarian school services with Spectrum Center Schools and Programs for educational services.

**Prepared by:** Jason Davis, Program Administrator, Special Education

SERVICE	Provider				# of Times per wkl/mo/yr., Duration; or per IEP; or as needed	Cost per session		Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS Daily Rate	NPA	OTHER Specify		RSY	ESY		
6. Assistive Technology Services (445)									
7. Occupational Therapy (450)									
8. Physical Therapy (460)									
9. Individual Counseling (510)									
10. Counseling and Guidance (515)									
11. Parent Counseling (520) a. Individual b. Group									
12. Social Work Services (525)									
13. Psychological Services (530)									
14. Behavior Intervention Services (535)									
15. Specialized Services for Low Incidence Disabilities (610) (Identify service: _____)									
16. Specialized Deaf and Hard of Hearing Services (710)									
17. Interpreter Services (715)									
18. Audiological Services (720)									
19. Specialized Vision Services (725)									
20. Orientation and Mobility (730)									
21. Specialized Orthopedic Service (740)									
22. Reader Services (745)									
23. Note Taking Services (750)									
24. Transcription Services (755)									
25. College Awareness Preparation (820)									
26. Vocational Assessment, Counseling, Guidance and Career Assessment (830)									
27. Career Awareness (840)									
28. Work Experience Education (850)									
29. Job Coaching (855)									
30. Mentoring (860)									
31. Agency Linkages (865)									
32. Travel Training (870)									

SERVICE	Provider				# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session		Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS Daily Rate	NPA	OTHER Specify		RSY	ESY		
33. Other Transition Services (890)									
34. Transportation a. <input checked="" type="checkbox"/> Round Trip b. <input type="checkbox"/> One Way (Community) c. <input type="checkbox"/> Round Trip (Community) d. <input type="checkbox"/> 1 on 1 Rider (per IEP) e. <input type="checkbox"/> Safety Rider (LEA will be billed for the bus safety riders based on the proportion of students on the bus) f. <input type="checkbox"/> Dual Enrollment g. <input type="checkbox"/> Public Transportation (bus pass) h. <input type="checkbox"/> Parent (reimbursement rates are to be determined by the LEA) i. <input type="checkbox"/> Paid to NPS/A		X			113 days  Yearly	109.00		113	12,317
Other (900) (Identify Licensed/Credentialed Services) _____									
								Total Cost	\$58,084

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \_\_\_\_\_

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 58,084

SPECIALIZED EQUIPMENT/SUPPLIES \$ 0

Other Provisions/Attachments:

Progress Reporting  
Requirements:

☐ Quarterly

☐ Monthly

☐ Other (specify) \_\_\_\_\_

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

\_\_\_\_\_  
(Name of Nonpublic School/Agency)

\_\_\_\_\_  
(Name of  
LEA/SELPA)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** October 26, 2018  
**SUBJECT:** Ratify Agreement for Services with The Speech Pathology Group for Speech Services

**BACKGROUND:** Board approval is requested to contract for special education support from outside service providers. The Special Education Department would like to expand the existing contract with The Speech Pathology Group for speech services in accordance with student Individual Education Plans (IEPs). Ratification is necessary in order to stay in compliance with legal IEP timelines.

**RATIONALE:** A school district must provide designated instructional services in order for some children with disabilities to make progress towards the general education curriculum. Speech therapy is one of these designated instructional services. At this time, the District does not have enough speech therapists to meet the needs in the District. This request supports District Strategic Goal 2: "Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student academic, social, and emotional potential."

**FUNDING:** Expenses for this contract are billed at \$767.60 per day, for a speech and language pathologist and \$570 per day, for a speech and language pathology assistant. The additional contract expenses will not exceed \$325,568.80. Special Education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Agreement for Services with The Speech Pathology Group for Speech Services

**Prepared by:** Jason Davis, Program Administrator, Special Education

The Speech Pathology Group, Inc.

Tracy Unified School District  
2018-19

Addendum A

As of: 8/10/2018

SPG Therapist	Site	Dates of Service	Days per Week	Days	Notes	Published Hourly Rate	Amount	Hourly Rate	Amount
ESN Services 8/2/18-8/24/19							\$ -		\$ -
							-		-

SPG Therapist	Site(s)	Dates of Service	Days per Week	Days	Notes	Published Daily Rate	Amount	Discounted Daily Rate	Amount
Sofia, Jennifer	TBD	8/2/18-8/24/19	5	189	SLPA	\$600.00	109,800.00	\$570.00	104,310.00
Felix, Diana	SLPA Supervision	8/2/18-8/24/19	1	19		\$808.00	15,352.00	\$767.60	14,584.40

SPG Therapist	Site(s)	Dates of Service	Days per Week	Days	Notes	Published Daily Rate	Amount	Discounted Daily Rate	Amount
Felix, Diana	SLPA Supervision	8/2/18-8/24/19	1	59	Total of 78 days	\$808.00	47,672.00	\$767.60	45,288.40
Cordero, Josselyn	TBD	8/2/18-8/24/19	3	116	SLPA	\$800.00	89,600.00	\$570.00	66,120.00
Faulner, Cynthia	TBD	8/13/18-8/24/19	5	178		\$808.00	142,208.00	\$767.60	135,097.60

2018-19 Fall/Spring Changes:							\$ 259,480.00	\$ 248,508.00
Total 2018-19 Fall/Spring Projection:							\$ 365,400.40	
2018-19 Discount:							(19,231.60)	-5.00%
Total 2018-19 Fall/Spring Projection:							\$ 365,400.40	

Dates of Service	Days per Week	Days	Notes	Published Hourly Rate	Amount	Discounted Hourly Rate	Amount
					\$ -		\$ -
					-		-

Dates	Site	Hour	Therapist	Hourly Rate	Amount
					\$ -
					-

\*SPG utilizes a Professional Work Week. Daily hours may flex pending caseload/district requirements, i.e. IEP meetings, parent conferences, staff meetings, etc. 7-8 hour day. SLPs will adhere to district staff calendar (including teacher work days and staff development days). Contractor agrees to provide services within the contracted days, as set forth above.

Caseload requirements: For FT therapist, caseloads are not to exceed 55 students in a week.

Caseloads consisting of Preschool students are not to exceed 40 students in a week.

The Speech Pathology Group (NPA) and the LEA (District) understand that it is the District's responsibility to provide training for contracted staff pertaining to the District's policies and procedures, including but not limited to: SEIS, Progress Reporting, Attendance Registers\*\*, Medical/MAA Billing.  
\*\*The District understands that collection and retention of all attendance registers submitted by contracted staff is the responsibility of the District.  
It is further understood that the district will inform The Speech Pathology Group of contracted staff who are out of compliance with the District's policies and procedures.

The contracting NPA understands that the District will provide computer access to contracted staff for SEIS access and input and for other required documentation. The NPA will provide all diagnostic and therapy materials to contracted service providers with the understanding that District agrees to provide appropriate and not test protocols, as test protocols are part of the student's record and are retained in student's file.

Bilingual therapists are contracted to provide speech-language services and will not be utilized as interpreters during IEP meetings as this is outside their scope of

Susan Stark, M.S., CCC-SLP, President  
Susan Stark, M.S., CCC-SLP, President  
The Speech Pathology Group, Inc.

8/10/2018  
Date

Name and Title  
Tracy Unified School District

Date

Total 2018-19 Projection: \$ 365,400.40

365,400.40  
- 118,844.40  
-----  
246,556.00  
+ 79,062.80  
-----  
325,568.80

365,400.40  
79,062.80  
-----  
444,463.20  
- 118,844.40  
-----  
325,568.80

Add SLP 103x 767.60  
Days  
\$ 79,062.80

Last, First Name	Credential Type Of	Credential Document #	Credential Expires	TB Expiration Date	DOJ Clearance Date	Mandated Reporter Training*
Sorla, Jennifer	SLPA License	603	08/31/2020	6/8/2022	10/04/2007	Sep-17
Felix, Diana	SLP License	24173	07/31/2019	6/30/2020	06/20/2016	Sep-17
Cordero, Josselyn	SLPA License	4496	07/31/2019	7/20/2022	07/23/2018	Jul-18
Faultner, Cynthia	Pending	Pending	Pending	7/27/2022	7/24/2018	Jul-18

\*Please note: The Speech Pathology Group requires all employees to complete the Mandated Reporter Training (and all additional required trainings) upon hire and/or annually, as outlined in AB-1432.

The Speech Pathology Group, Inc.  
2021 Ygnacio Valley Rd, C-103  
Walnut Creek, CA 94598  
Phone (925) 945-1474 Fax (925) 945-1768

AGREEMENT BETWEEN  
Tracy Unified School District  
AND  
THE SPEECH PATHOLOGY GROUP, INC.

THIS AGREEMENT is effective July 1, 2018 by and between the Tracy Unified School District (hereinafter "District") and The Speech Pathology Group (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. Performance of Services:
  - a. Contractor agrees to perform the services described on "Addendum A" (hereinafter "Services") of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials and tools, necessary for the performance of the Services.
  - b. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.
2. Compensation & Terms for Payment: Contractor shall submit written demand monthly for payment, said demand shall be made on a form and in the manner prescribed by the Contractor detailing dates/hours of services provided. Contractor shall submit said demands for payment for services rendered no later than thirty (30) days from the end of the month in which said Services were actually rendered. District shall make payment in an amount equal to the number hours of service provided multiplied by the agreed upon hourly rate within thirty (30) days of receipt of invoice. Any amounts past due shall accrue interest from the due date until paid at the rate of 18% per annum.
3. Contract Term and Termination: This Agreement will become effective on July 1, 2018. This Agreement will terminate upon the completion of the Services (as stated in addendums A (speech) and/or B (behavior)) or when terminated as set forth below.
  - a. Either party may terminate this Agreement at any time by giving twenty (20) days written notice (as referenced in number 4 of this contract) to the other party. Contract changes, amendments or cancellations must be communicated directly with Contractor's President. As a professional courtesy, please do not discuss contract changes, costs, or pending employment changes with contractor's employees. The Contractor will inform its' employees of changes or cancellations to the contract.
4. Notice: Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or fax transmission with verbal confirmation of receipt, addressed as follows:

DISTRICT

Tracy Unified School District  
1875 W. Lowell Avenue  
Tracy, CA 95376  
Phone: (209) 830-3200  
Fax: (209) 830-3209

CONTRACTOR

The Speech Pathology Group, Inc.  
2021 Ygnacio Valley Rd, C-103  
Walnut Creek, CA 94598  
Phone: (925) 945-1474  
Fax: (925) 945-1768  
Tax ID# 94-3290122



Any notice personally given or sent by certified mail or fax transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

5. Relationship of the Parties: Please note that all Contractors' employees are employed on an "At Will" basis and therefore cannot be required to provide a 20-day notice of termination. Contractor does request that employees provide a minimum of 20-day notice of termination. Contractor shall not be responsible for any loss or claim of damage whatsoever incurred by District/Facility in the event Contractor cannot provide a Speech-Language Pathologist (SLP), Speech-Language Pathology Assistant (SLPA), Board Certified Behavior Analyst (BCBA), Board Certified Assistant Behavior Analyst (BCaBA) or Registered Behavior Technician (RBT) due to resignation of Contracted SLP/SLPA/BCBA/BCaBA/RBT or Contracted SLP/SLPA/BCBA/BCaBA/RBT is not able to provide services for any reason. However, Contractor will use all efforts to replace the SLP/SLPA/BCBA/BCaBA/RBT, if one is available in the area.
  - a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general.
  - b. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay.
  - c. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.
6. Management of Speech Pathology Group Staff:
  - a. Each SLP/SLPA employee of Contractor is assigned a Clinical Supervisor. The Clinical Supervisor is available to provide assistance and support by helping contractor's employees access requested materials/assessments, explaining District/Facility procedures and forms, answering questions related to federal/state regulations and eligibility criteria, providing intervention suggestions and helping to resolve site related issues. The Clinical Supervisor may make site visits and/or provide Service Coverage for a contracted SLP/SLPA that is ill or may have excessive absences. Clinical Supervision services to be provided within contracted hours for assigned SLP/SLPA as designated in Addendums A-1 and A-2.
  - b. Each RBT/BCaBA employee of Contractor is assigned a BCBA. The BCBA is available to provide assistance and support by helping contractor's employees access requested materials, explaining District/Facility procedures and forms, answering questions related to federal/state regulations, providing intervention suggestions and helping to resolve case related issues. The BCBA will make site visits and/or provide Service Coverage for a contracted RBT/BCaBA that is ill or may have excessive absences. BCBA services to be provided within contracted hours as outlined in Addendum B.
7. Federal & State Taxes: Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payment upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.
8. Fingerprinting and Criminal Records Check of Contractor's Employees: CONTRACTOR shall comply with the requirements of California Education Code section 44237, 3501.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, prior to service with any LEA pupil. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, shall not come in contact with LEA pupils until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, or contractors, who may come into contact with LEA pupils have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (f) or (j). In

addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

If District/Facility policy requires contractor's employee to obtain separate and additional live scan prior to placement at facility site, they may do so at District's/Facility's expense.

9. Caseload Maximum:

a. Speech-Language Services: Contractor agrees to a maximum caseload of 55 students for each full time SLP/SLPA and a maximum caseload of 40 students for any caseload that solely consists of students classified as SH, AAC, and/or preschool. Combination caseloads will be prorated based on caseload roster provided by district. \*It should be noted that both ASHA and CTA recommend a caseload limit of 40 students for K through 12 public schools.

b. Behavior Intervention Services: RBTs are highly trained 1:1 aides. BCaBAs and BCBAs must supervise RBTs in accordance with the Behavior Analyst Certification Board (BACB) requirements.

10. Rules and Regulations: All rules and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.

11. Indemnification:

- a. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
- b. District shall and does hereby indemnify, defend, and hold harmless Contractor, and Contractor's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that Contractor may incur or suffer and that arise, result from, or are related to any breach or failure of District to perform any of the representations, warranties, and agreements contained in this Agreement.

12. Ownership of Designs and Plans: Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.

13. Non-Solicitation: Contractor expends extensive amounts of time and money educating, training and mentoring its employees. Supplying our employees for conversion to the District's/Facility's employ is not our purpose. During the term of this Agreement and for the immediate twelve calendar months following termination of this Agreement, Tracy Unified School District agrees it will not hire, nor solicit for hire, either directly or indirectly, as an employee or contractor, any of the contractor's employees, independent contractors, agents or sub-contractors in the fields of Speech-Language Pathology and Behavior Intervention who have rendered speech-language pathology or behavior intervention services to the District/Facility on behalf of the Contractor. If District/Facility breaches this non-solicitation provision, District/Facility shall pay to Contractor as liquidated damages a sum equal to one-half of the total amount it has agreed to pay to Contractor during the full term of this Agreement. District/Facility and Contractor agree that Contractor's damages for breach of this provision are difficult to ascertain, and this stated amount of liquidated damages is reasonable under the circumstances existing at the time this Agreement was executed.

14. Supplies & Equipment: Contractor will provide therapy and diagnostic materials as needed, if they are not available at school district/site. Should the contracting District require computer generated reports and IEPs, then it is the District's responsibility to either provide a computer to the contracted employee or provide access to a computer at the contractor employee's assigned site(s). If a computer is not available, then it is understood that all documentation will be hand written.

15. California Law: This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any

action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

16. Attorneys' Fees: If either party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
17. Waiver: The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. Time for Site Specific Trainings/Requirements:
  - a. Speech Services: District agrees to compensate Contractor for time spent by Contractor's employee for orientation/trainings, teacher workdays, non-student days when teachers are required to report to work, speech meetings, staff development days, and the like. Attendance for these services will be provided in accordance with the weekly contracted hours set forth in Addendums A-1 and A-2.
  - b. Behavior Intervention Services: District agrees to compensate Contractor for time spent by Contractor's employee for orientation/trainings, teacher workdays, non-student days when teachers are required to report to work, speech meetings, staff development days, and the like, when District has requested Contractor's employee(s) to attend. Attendance for these services will be in addition to the weekly contracted hours set forth in Addendum B.
  - c. District also agrees to pay Contractor for any additional time required by Contractor's employee to become proficient with any District/Facility required procedure (i.e.: computerized IBPs, Medi-Cal reports, positive behavior intervention, etc). Any hours in excess of contracted hours set forth in Addendums A-1, A-2, and B will require prior approval from District/Facility designee.
19. List of Services to be Performed by Contractor:
  - a. Speech-Language Services: Contractor will provide Services that align with the scope and practice for Speech and Language Pathology, as defined by the California Speech-Language Pathology and Audiology Board, for provision of speech/language therapy services in the public school setting. Services to include direct and indirect activities as they pertain to eligible students on caseload and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.  
  
District will provide contracted SLP/SLPA with site's most current caseload list, to be updated on a monthly basis, via district generated roster lists.
  - b. Behavior Intervention Services: Contractor will provide Services that align with the scope and practice for Behavior Analysts, as defined by the Behavior Analyst Certification Board, for provision of behavior intervention services in the public school setting. Services to include direct services as they pertain to eligible students and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.
20. Entire Agreement of Parties: This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreement, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

It is understood that contracted speech services will be provided and caseload demands will be met, by a certified, licensed, and/or credentialed Speech-Language Pathologist (SLP), and/or a licensed Speech-Language Pathology Assistant (SLPA), when under the supervision of a certified and licensed SLP.

It is further understood that contracted behavior services will be provided by a certified, licensed, and/or credentialed Board Certified Behavior Analyst (BCBA), certified, licensed and/or Board Certified Assistant Behavior Analyst (BCaBA) under the supervision of a BCBA, and/or a certified, licensed, and/or credentialed Registered Behavior Technician (RBT) under the supervision of a certified and licensed BCaBA or BCBA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. This contract is effective on July 1, 2018, and terminates on June 30, 2019, unless sooner terminated as provided herein.

DISTRICT

Casay J. Gooden  
Name and Title of Authorized Representative  
Tracy Unified School District

Casay J. Gooden  
Signature

6/15/18  
Date

*Associate Superintendent for Business Services*  
CONTRACTOR

Susan Stark v.s.  
Susan Stark, M.S., CCC-SLP  
President

5/11/18  
Date



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** November 30, 2018  
**SUBJECT:** **Ratify Independent Contractor Agreement for Services with The Stepping Stones Group for APE Services**

**BACKGROUND:** Board approval is requested to contract for special education support from outside service providers. The Special Education Department would like to contract with The Stepping Stones Group to provide Adaptive PE Services in accordance with student Individual Education Plans (IEPs). Ratification is necessary in order to stay in compliance with legal IEP timelines.

**RATIONALE:** A school district must provide designated instructional services in order for some children with disabilities to make progress towards the general education curriculum. adaptive PE is one of these designated instructional services. At this time, the District does not have enough adaptive PE teachers to meet the needs in the District. This request supports District Strategic Goal #3: Apply fiscal, operational, and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for this contract are billed at \$81 per hour. Total contract expenses will not exceed \$74,520.00. Special Education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify independent contractor agreement for services with The Stepping Stones Group for APE services.

**Prepared by:** Jason Davis, Program Administrator, Special Education



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** November 26, 2018  
**SUBJECT:** **Approve Overnight Travel for Mrs. Jennifer Grover, Tracy High School Choir Teacher, Audrey Boyd, Jacob Grover, Justin Maas-Espinoza and Kyle Vergara Attend the CAL ACDA All- State Honor Choir in San Jose, CA on March 14-16, 2019**

**BACKGROUND:** Participation in the CAL ACDA All-State Honor Choir is a prestigious honor for those talented choir students, selected by rigorous audition. These four students from Tracy High will be provided the grand opportunity to perform with this, the highest of honor ensembles, directed by world-class, renowned conductors. Mrs. Jennifer Grover, Advisor, is an approved District driver, will transport the students to and from the event in her private vehicle. Additionally, Mrs. Grover will act as chaperone for the trip. They will stay at the San Jose Marriott in San Jose, CA.

**RATIONALE:** It is goal of the Tracy High School Performing Arts Magnet to provide students with increased performance opportunities. Our four students, Audrey Boyd, Jacob Grover, Justin Maas-Espinoza and Kyle Vergara are uniquely qualified to participate in this event and represent their own, and Tracy High's dedication to music. They are recognized members of Tracy High School's Madrigals Choir. This aligns with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career.

**FUNDING:** The total will not exceed \$3,000. Expenses for the ACDA All-State Honor Choir will be paid out of the Choir Council account (Hotel costs and travel expenses), the ASB account, and students' family contributions. Fundraiser(s) will be available to pay for those students who are unable to fund their own trip. The Performing Arts Magnet at Tracy High School has provided the budget to fund the cost of the substitute teacher.

**RECOMMENDATION:** Approve Overnight Travel for Mrs. Jennifer Grover, Tracy High School Choir Teacher, Audrey Boyd, Jacob Grover, Justin Maas-Espinoza and Kyle Vergara Attend the CAL ACDA All-State Honor Choir in San Jose, CA on March 14-16, 2019.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** November 14, 2018  
**SUBJECT:** Approve Overnight Travel for the Tracy High School AG/FFA Teacher and Students to Attend the National Western Livestock Show in Denver, CO on January 21-25, 2019

**BACKGROUND:** The Tracy High School AG/FFA department consisting of two students and one Advisor, will travel to Denver, CO, for the National Western Livestock Show. The Tracy High School FFA Students have purchased livestock as part of their SAE Supervised Agriculture Experience project and will show the animals they have raised, trained, fed and prepared for the show January 21-25, 2019. Teacher and students will stay at the Holiday Inn Express Denver East and be transported by an approved district driver. Teacher, Laura Kelley will be transporting them to and from events and act as a chaperone.

**RATIONALE:** The SAE Supervised Agriculture Experience is a required component of a total Agricultural Education program and intended for every student. Through their involvement in the SAE Supervised Agriculture Experience program students are able to consider multiple careers and occupations, learn expected workplace behavior, and develop specific skills within an industry, and are provided opportunities to apply academic and occupational skills in the workplace or a simulated workplace environment. Through these strategies, students learn how to apply what they are learning in the classroom as they prepare to transition into the world of college and career opportunities. This aligns with Strategic Goal #1: Prepare all students to be well rounded individuals with the knowledge and skills to pursue their college and/or career goals. Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Lodging, transportation, meals and registration costs will be an individual responsibility for each student and advisor. Advisor substitute teacher costs will be paid by Tracy High School. Fundraising opportunities will be available for those students who are unavailable to fund their trip.

**RECOMMENDATION:** Approve Overnight Travel for the Tracy High School AG/FFA Teacher and Students to Attend the National Western Livestock Show in Denver, CO on January 21-25, 2019.

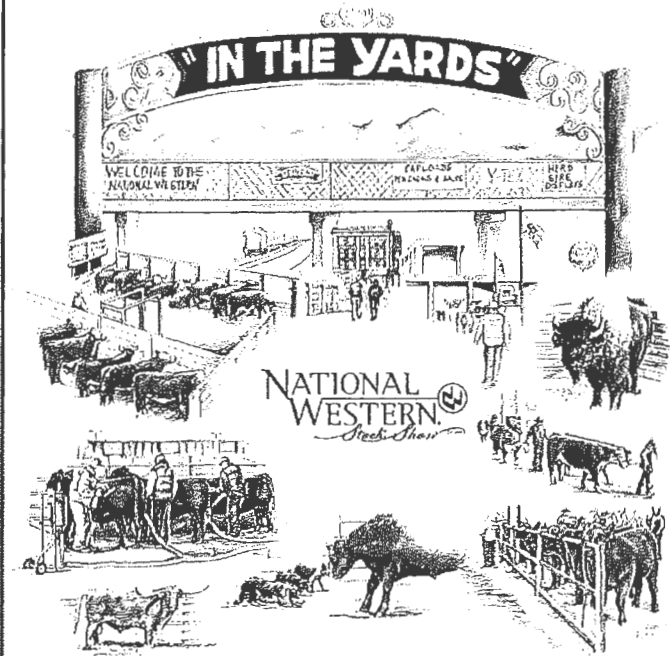
**Prepared by:** Mr. Jason Noll, Tracy High School Principal.



NATIONAL WESTERN LIVESTOCK

# PREMIUM BOOK LIST





• 2019 •



113<sup>th</sup> ANNIVERSARY

**JANUARY 12-27, 2019**

**NATIONALWESTERN.COM/LIVESTOCK-SHOWS/**

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Development

Ron Riehr  
Staff Vice-President of  
Administration

Dear Exhibitors and Fellow Supporters of the National Western Stock Show:

We are excited to welcome you back to the 113<sup>th</sup> National Western Stock Show- the Super Bowl of livestock shows.

The 2019 National Western will host more than 25 "Yard" shows representing 23 different breeds, and 60 "Hill" shows including national and world shows. Additionally, we will host 24 auctions, 29 Pro Rodeo performances and 13 ticketed Horse Show events for your enjoyment. As home to the world's premier pen and carload shows, we are committed to highlighting the importance of animal production while providing a venue for exhibitors to showcase livestock for years to come.

Starting in 2019, exhibitors will begin seeing development of the new livestock yards. This will be part of Phase 1 for the National Western Center development. Once the new Yards are complete, we will begin the new Livestock Center and Equestrian Center. Careful consideration continues to be given to the road infrastructure in our new facilities to build the best ingress and egress routes for our exhibitors as well as good walking experience for guests. The association will also have a permanent home in the Legacy Building on the 250-acre facilities. This will serve as the focal point on site for the Western Stock Show Association and will house the new NW Club, Heritage Center, Board room and staff offices. We look forward to a future of celebrating the new center with our valued exhibitors, partners and public as we showcase the importance of agriculture and the Western way of life.

Throughout the build-out, our site will continue to host the much-loved National Western Stock Show every single January, as well as Rodeo All-Star Weekend in April and the Denver County Fair in July. Exhibitors and supporters can stay up to date on all phases by visiting the National Western Center's website.

It is your participation and support year after year that allows us to succeed and grow as the top stock show in the world. We simply could not do it without you.

On behalf of our Members, Trustees, Board of Directors and Staff, thank you for your continued support of the National Western Stock Show.

Best Wishes and Continued Success,

*Paul J. Andrews*

Paul Andrews  
President & CEO



EDUCATING YOUTH  
(A Non-Profit Corporation)

4655 Humboldt Street, Denver, Colorado 80216-2818  
Phone (303) 297-1166 Fax (303) 292-1708  
nationalwestern.com

SUN	Jan 20	8:00 am	Collegiate Meats Judging Contest – JBS-Greeley
		8:00 am	Simmental Pen of Bulls Show – SYA
		8:00 am	Open Maine-Anjou Bull Show/Open MaineTainer Bull Show /Junior MaineTainer Breeding Heifers / Open MaineTainer Show / Junior Maine-Anjou Breeding Heifers / Open Maine-Anjou Heifer Show – SA
		8:00 am	Junior Percentage Charolais Heifer Show / Junior Charolais Heifer Show - SA
		9:00 am	Junior Market Lamb Show – SH1
		9:00 am	Herd Sire Display Opens - Yards
		11:00 am	Junior Shorthorn Heifer /Jr ShorthornPlus Heifer Show / Open ShorthornPlus Bull show followed by the ShorthornPlus Female Show – SA
		1:00 pm	Charolais In The Rockies Sale – BPAA
		5:00 pm	"The Summit" National Shorthorn Sale Cattle Parade – SA
		6:00 pm	"The Summit" National Shorthorn Sale – NWC
		6:00 pm	Junior Market Lamb Champion Selection – SA
MON	Jan 21	7:30 am	Collegiate Meats Judging Awards Breakfast – DoubleTree Denver
		8:00 am	Junior Market Swine Arrival – SH1
		8:00 am	Simmental Pen of Heifers Show – SYA
		8:00 am	National ROE Charolais Show - SA
		8:00 am	Chianina/Chiangus Junior show – SA
		9:30 am	Chianina/Chiangus Bull/Female Show - SA
		10:00 am	Salers Bull Futurity Show - LCAA
		11:00 am	National Salers Heifer & Bull Pen Show - LCAA
		1:00 pm	National Shorthorn Female Show / National Shorthorn Bull Show – SA
		1:00 pm	American Galloway Show – SYA
TUE	Jan 22	2:00 pm	Simmental Sale – LCAA
		8:00 am	School Tours – BPAA
		8:00 am	Junior Market Steer Arrival – Cattle Barn
		8:00 am	Junior Market Swine Processing – SH1
		8:00 am	Simmental Jr Breeding Heifer Show / Simmental Bull Show – SA
		9:00 am	Sure Champ Hospitality Booth – West doors - SH1
		11:00 am	Piedmontese Show – SYA
		11:30 am	Salers sale cattle display – Expo Hall 1
		1:00 pm	44 <sup>th</sup> National Salers Sale – BPAA
		4:00 pm	Junior Market Swine Showmanship – SH1
WED	Jan 23	6:00 pm	Mutton Bustin' – SA
		8:00 am	School Tours – BPAA
		8:00 am	Simmental Female Show – SA
		9:00 am	Salers Jr Breeding Heifer / 44 <sup>th</sup> National Salers Open Show – SA
		9:00 am	Junior Market Swine Show – SH1
		9:00 am	Junior Market Steer Processing – Cattle Barn
		9:30 am	NWSS Commercial Heifer Show – LCAA
		11:00 am	Nat'l Bison Assoc. Junior Judging Competition - Stockyards
		1:00 pm	Andis Cattle Grooming Demonstration – BPAA
		1:00 pm	National Jr. American Aberdeen Showmanship - SYA
		1:30 pm	NWSS Commercial Female Sale – LCAA
		2:30 pm	National Jr. American Aberdeen Female Show (Fullblood & %) – SYA
		3:00 pm	Junior Market Steer Showmanship – SA

7:00 pm Junior Market Swine Champion Selection – SA  
 7:00 pm Colorado Cattleman's Association Night at the Rodeo – C

THU	Jan 24	8:00 am	School Tours – BPAA
		8:00 am	Stock Dog Trials (Open preliminary cattle competition) – Stockyards
		9:00 am	Junior Market Steer Show – SA
		9:00 am	Poultry Setup – SH1
		10:00 am	American Aberdeen People's Choice Show – SYA
		12:00 pm	Open Prospect Calves Arrive – Cattle Barn
		12:00 pm	Breeding Sheep Arrival – SH1
		1:00 pm	National American Aberdeen Sale – LCAA
		2:00 pm	Yak Pen Show – Stockyards
		5:00 pm	Junior Market Steer Champion Selection – SA
		6:00 pm	Highland Jr Breeding Heifer Show / Steers & Prospect Heifer Show – SA
FRI	Jan 25	8:00 am	Poultry Arrival – SH1
		8:00 am	NBA Gold Trophy Show Bison Judging – Stockyards (1400 Alley)
		8:00 am	Stock Dog Trials (Open preliminary cattle competition) – Stockyards
		8:00 am	Junior Market Premier Exhibitor Interviews – TBA
		8:00 am	National Highland Show – SA
		8:00 am	Miniature Hereford World Show – SA
		9:00 am	Open Prospect Calves Processing – Cattle Barn
		9:00 am	National American Aberdeen Female Show (Fullblood & %) – SYA
		9:00 am	Yak Seminars – LCAA
		2:00 pm	Bison Handling Q&A in the Yards at NWSS - SYA
		2:00 pm	Texas Longhorn World Show (Haltered) – SYA
		3:00 pm	Stock Show U fitting Contest - SA
		4:00 pm	Poultry Meat Production Pen of 3 judging – SH1
		6:00 pm	Dog Fly Ball Games - SA
		6:30 pm	Auction of Junior Livestock Champions – BPAA
SAT	Jan 26	8:00 am	Junior Ewe Lamb Showmanship (All Breeds) – SH1
		8:00 am	Miniature Hereford Junior Show - SA
		8:00 am	Stock Dog Trials (Intermediate dogs Competition) – SA
		8:30 am	Junior Breeding Sheep Show followed by the Open Show (Meat Breeds) – SH1
		8:30 am	National American Aberdeen Heifer & Bull Pen Show – SYA
		9:00 am	Poultry Judging – SH1
		9:00 am	Open Prospect Steer Show – SA
		9:30 am	National American Aberdeen Bull Show (Fullblood & %) – SYA
		10:00 am	Junior Poultry Showmanship – SH1
		10:00 am	National Highland Sale – BPAA
		10:00 am	National Gold Trophy Bison Carcass Sale – LCAA
		10:30 am	National Gold Trophy Bison Live Sale – LCAA
		10:30 am	Stock Dog Trials (Open finals cattle competition) – Stockyards
		11:30 am	Open Prospect Heifer Show – SA
		12:00 pm	Yak Halter Show – SYA
		2:00 pm	Auctioneering Contest - BPAA
		2:00 pm	Stock Dog Trials (Nursery dogs Competition) – Stockyards
		3:00 pm	Texas Longhorn World Show (Non-Haltered) – SYA
		6:00 pm	Mutton Bustin' – SA
		6:30 pm	Sheep Lead Contest – SH1

## GENERAL INFORMATION

### WELCOME:

The Western Stock Show Association, doing business as the National Western Stock Show, Rodeo, & Horse Show welcomes each of you to the Show and to Denver, Colorado!

### OFFICIAL ADDRESS AND TELEPHONE NO:

National Western Stock Show

Attention: Livestock Office

4655 Humboldt Street, Denver, CO 80216-2818

Phone: (303) 299-5559 FAX: (303) 293-5299

[www.nationalwestern.com](http://www.nationalwestern.com) – E-mail [livestock@nationalwestern.com](mailto:livestock@nationalwestern.com)

### AGREEMENT OF RESPONSIBILITY AND LIABILITY:

The Western Stock Show Association, its officials, officers, directors, employees and Agents, hereinafter collectively referred to as Stock Show, and the Owners, Exhibitors, Associates, employees, their agents and/or representatives, hereinafter collectively referred to as "Participants.

AT NO TIME WILL STOCK SHOW ASSUME CARE, CUSTODY OR CONTROL OF ANY ANIMALS, LIVESTOCK AND/OR PERSONAL PROPERTY OF THE EXHIBITOR. AT ALL TIMES THE PARTICIPANTS WILL HAVE FULL CONTROL, CUSTODY AND WILL CARE FOR, FEED AND KEEP SAFE THEIR ANIMALS, LIVESTOCK AND PERSONAL PROPERTY, ALL IN ACCORDANCE WITH THE RULES AND REGULATIONS OF NATIONAL WESTERN AND THE SHOW MANAGEMENT. The Participants will be responsible and pay for any damages to Stock Show premises, facilities or equipment caused by the Participants and/or their livestock while on the premises of Stock Show.

### INDEMNITY:

The Participants agree to be responsible for and pay, indemnify, save and hold harmless Stock Show and the City and County of Denver, against any and all loss, claims, cost and/or expenses, including reasonable attorneys' fees, resulting from any loss or any claims or legal action of any nature whatsoever, whether or not reduced to a judgment, for any liability of any nature whatsoever that may arise against the Stock Show as a result of the operations, and/or the use of the premises including any acts of the Participants, or invitees or in connection with any of the rights or privileges granted by Stock Show to Participants, in this agreement and premium book, including any actions, without limitation, on any violation of patent, trademark, franchise, copyright, libel of defamation, liability claim or suit including any claim or suit based upon the intentional, unintentional or negligent acts of the Participants, or invitees. The Participants, further warrant that all copyright materials, to be performed or used during the term of this agreement, have been duly licensed or authorized by their copyright owners or agents and Participants agree to be responsible for all license and royalty fees incurred by reason of any performance or use of copyright materials and in addition to any provisions contained elsewhere in this agreement and premium book to indemnify, defend or hold Stock Show harmless from any claim or demand which arises solely out of the negligent act or failure to act by Stock Show, its officers or employees.

In addition, Participant will indemnify and hold harmless the Stock Show for all damages, expenses or liabilities incurred as a result of any expense, loss claims, cost or any liability, including, but not limited to, consultant fees, legal or court costs, Stock Show management labor expenses and/or costs, as well as expenses and/or cost for blood, tissue, urine, hide and/or carcass sampling and testing incurred as a result of Stock Show rule and regulation violations and all agreements herein, including, but not limited to unethical fitting, filling, meat tampering, illegal or non approved use of drugs, medication and or prohibited substances as a result of Participants involvement in the Stock Show. Participants may also be subject to criminal charges.

### PARKING PERMITS:

PARKING PERMITS MUST BE SECURELY ATTACHED TO THE WINDSHIELD OF VEHICLE. Anyone abusing or transferring these permits will forfeit same.

### MOTORIZED VEHICLES:

No motorized utility vehicles, like a 4-wheeler, golf carts, etc., will be allowed on the Stock Show grounds without prior written approval. Upon such written approval, each driver of such vehicle must have a valid driver's license and must provide proof of liability insurance.

General Information (continued)

OFFICIAL VETERINARIANS:

"Hill".....North Denver Animal Clinic  
Drs. Mike and Lori Scott  
7150 Lafayette St.  
Denver, Colorado 80229  
(303) 288-8200

"Yards".....Dr. John Ewing  
1135 Hoover Ave  
Fort Lupton, CO 80621  
(303) 981-2707

REQUESTS FOR PREMIUM LIST/ENTRY FORMS:

We are conscientiously honoring requests for Premium Lists and entry forms; however, we cannot be responsible for delivery of these items or your entry to our office via United States, Canadian or International Postal and/or Mail Services.

DOGS:

**NO DOG ALLOWED ON GROUNDS!!** Due to requirements of the liability insurance carrier and policy of all major livestock shows, dogs will not be permitted on the Stock Show grounds, in parking lots, or in buildings, including the Coliseum, at any time. Dogs entered in National Western Stock Show special performances or competitive events will be allowed on grounds or in buildings during performance or competition only.

FEED AND BEDDING:

**2019 National Western Feed Office Terms:**

- Pay As You Go - **NO OUTSIDE BEDDING IS ALLOWED!!**
- Cash, Checks or Credit Cards - NO CREDIT/OPEN ACCOUNTS
- Bedding Sales Include Sales Tax
- All Sales Are Final

Feed of all kinds will be available through the National Western Feed Concession on the "Hill" and at the Livestock Center Accounting Office in the "Yards." Hay and feed may be brought in by Participants. **First bedding will not be provided for any animals.** Straw, wood chips or wood shavings may be used for bedding. Sand will not be permitted. **Straw, shavings and bedding must be purchased through the National Western Feed Concession and can be ordered in advance by contacting: National Western Feed Concession 303-299-5559.** Participants are allowed to store no more than two (2) days supply of feed or hay in designated area of the barns at any time. No bulk deliveries of feed or bedding products will be allowed. Paid feed bills must be presented at the time releases are requested. After initial unloading, Participant's vehicles will not be allowed on grounds until time of release.

LIVESTOCK CENTER HERD SIRE AND/OR COMMERCIAL DISPLAYS:

Space may be obtained upon application to the Livestock Center Office for the exhibition of herd sires and to the Trade Show Office for the exhibition of agricultural products, machinery and other items of interest to stockmen and farmers.

OFFICIAL PHOTOGRAPHER:

The official livestock photographer is Show Champions USA, Inc., PO Box 1436, Mt Vernon, TX 75457, 866-844-2295, [www.showchampions.com](http://www.showchampions.com). All requests for specific photographs or Association photographers must be submitted to Browamy Photographics, Ltd., in advance. Press or Media personnel must contact the Media & Public Relations Manager for press and media credentials and photographer passes.

NALSRMA:

The National Western Stock Show, Rodeo & Horse Show is a member of the North American Livestock Show and Rodeo Managers' Association, whose membership has approved the adoption of The National Show Ring Code of Ethics. A Participant may not be eligible to make an entry or compete, or having competed, be eligible to win a premium, if he/she has been disqualified from competition in a member show of the North American Livestock Show and Rodeo Managers' Association, or those Livestock Exhibitions, Shows, or Sales that endorse the National Show Ring Code of Ethics, or has had a premium withheld or withdrawn on the grounds of rule violations involving deception, misrepresentation, fraud, sabotage, tampering or unethical fitting.

## General Information (continued)

### NATIONAL WESTERN NAME AND/OR LOGO USAGE:

Breed Association shows and sales are held within the confines of the National Western grounds. Stock Show, therefore, reserves all rights to any advertising, signage, announcements, etc., made on behalf of sponsors and supporters of the show. Accordingly, Stock Show will not permit any sponsor advertising, signage, announcements, etc., other than those rights contracted directly with the Stock Show. Breed Associations, members and Participants are, therefore, prohibited from providing exposure during their respective events held here at the National Western for sponsors they have obtained without written permission of the Stock Show. Stock Show places great value upon the NW logo and all variations of the NATIONAL WESTERN name. Therefore, as of the 1993 show, Stock Show implemented a licensing program to control the use of the NW logo and all NATIONAL WESTERN names and ensure the compliance with specific quality standards for all merchandise.

In accordance with this policy, Stock Show reserves the right to pursue appropriate legal action to stop the distribution and sale of merchandise that is not covered by a license. As part of this annual licensing program, Stock Show must approve the quality of merchandise that bears its name and trademarks and determine royalties due Stock Show upon the granting of such license.

Stock Show has selected vendors of certain types of merchandise and has exclusive license agreements with those vendors for all on-ground sales of such National Western logo merchandise. Therefore, all other on-ground vendors are prohibited from selling or distributing any and all National Western logo merchandise.

Stock Show looks forward to your cooperation in helping to protect its valuable trademarks and maintaining the high quality of merchandise that bear them. No equipment or vehicles other than those authorized by Stock Show will be allowed on grounds. Participants and exhibitors are required to familiarize themselves with all the rules and regulations of this show applicable to their exhibits.

**WARNING: UNDER COLORADO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES PURSUANT TO SECTION 13-21-119 COLORADO REVISED STATUTES.**

**WARNING: UNDER COLORADO LAW, A LLAMA PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN LLAMA ACTIVITIES RESULTING FROM THE INHERENT RISKS OF LLAMA ACTIVITIES PURSUANT TO SECTION 13-21-119 COLORADO REVISED STATUTES.**

### GENERAL ADMISSION:

<u>DATES</u>	<u>DAY</u>	<u>ADULT</u>	<u>CHILD 3-11</u>
January 12-13	Sat.-Sun.	\$17.00	\$4.00
January 14-17	Mon.-Thurs.	\$14.00	\$3.00
January 18	Fri.	\$15.00	\$3.00
January 19-20	Sat.-Sun.	\$22.00	\$4.00
January 21	Mon.	\$17.00	\$4.00
January 22-24	Tues.-Thurs.	\$14.00	\$3.00
January 25	Fri.	\$15.00	\$3.00
January 26	Sat.	\$22.00	\$4.00
January 27	Sun.	\$10.00	\$4.00

Livestock Premium List is published annually by the National Western Stock Show, a division of the Western Stock Show Association, 4655 Humboldt Street, Denver, Colorado 80216-2818.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** November 14, 2018  
**SUBJECT:** **Approve Out of State Travel for up to 4 Teachers and 1 Administrator to Attend the Summit on Professional Learning Communities at Work Conference in Phoenix, AZ on February 19-21, 2019**

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

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

**FUNDING:** Lodging and transportation costs will total approximately \$1,200 per person. The conference cost is \$729 per person and meals will be approximately \$120 per person. The total cost per person is approximately \$2,049. Substitutes will cost approximately \$450 per teacher. The total overall cost will not exceed \$10,245. The cost for this trip will be paid from District Title I Carry-Over Funds.

**RECOMMENDATION:** Approve Out of State Travel for up to 4 Teachers and 1 Administrator to Attend the Summit on Professional Learning Communities at Work Conference in Phoenix, AZ on February 19-21, 2019.

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** November 29, 2018  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

## BACKGROUND:

## CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Sowers, Holly 7 <sup>th</sup> /8 <sup>th</sup> Grade Core	MVMS	11/30/18	Personal

## BACKGROUND:

## CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Atwal, Pardeep Special Ed Para Educator I	Central	11/2/18	Accepted another Para Educator position at Central
Barrera, Elisa Elementary Attendance Clerk	North	11/16/18	Personal
Bem, Robert Bus Driver/Cust./Grounds	Transp./ Crew 2	11/23/18	Accepted a Utility Person II position at Central
Beteta, Nelly Parent Liaison	McKinley/ Jacobson	11/23/18	Accepted a Bilingual Para Ed I position at WMS
Mendoza, Milane Food Service Worker	Central	11/13/18	Accepted a 3 hour FSW position
Plank, April School Supervision Asst.	McKinley	11/9/18	Accepted a 2 hour SSA position at Hirsch



Reddick, Linda School Supervision Asst.	Jacobson	11/5/18	Accepted a Para position at McKinley
Reddick, Linda I.E.P. Para Educator I	McKinley	11/13/18	Resigned due to change in work Schedule
Sarale, Olivia Food Service Worker	MVMS	11/15/18	Accepted a 7 hour FSW position at MVMS

**BACKGROUND:**

**MANAGEMENT/CLASSIFIED  
CONFIDENTIAL**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Angel, Nora Personnel Technician for Certificated Employees	HR/ DEC	11/2/18	Accepted the Admin. Secretary to the Assoc. Supt. for HR position

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** November 29, 2018  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Angel, Nora

Crone, Christopher

Riley, Maureen

## MANAGEMENT/CLASSIFIED CONFIDENTIAL

Administrative Secretary to the Associate  
Superintendent for Human Resources  
(Replacement)  
Human Resources/DEC  
Range 14, LMH – Step E - \$34.54 per hour  
8 hours per day  
Funding: General Fund

Director of Special Education  
(Replacement)  
Special Education/DEC  
Range 58 – LME, Step E - \$665.97 per day  
Funding: Restricted Funds

Assistant Principal (Replacement)  
Kimball High School  
Range 54 – LME, Step A - \$518.63 per day  
Funding: General Fund

## BACKGROUND:

Cordano, Jessica

Dalton, Shannon

## CERTIFICATED

4<sup>th</sup> Grade (Replacement)  
Jacobson Elementary School  
Class III, Step 1 “B”, \$30,906.36  
Funding: General Fund

5<sup>th</sup> Grade (Conventional)  
(Replacement)  
South/West Park Elementary School  
Class I, Step 1 “A”, \$30,615.20  
Funding: General Fund

Nwangwu, Jamila

RSP (New)  
Poet Christian School  
Class I, Step 1 "A", \$31,797.92  
Funding: Restricted Funds

Wiens, Ellen

7<sup>th</sup>/8<sup>th</sup> Grade Core  
(Replacement)  
Monte Vista Middle School  
Class I, Step 1 "A", \$29,521.80  
Funding: General Fund

**BACKGROUND:**

**CLASSIFIED**

Almando, Allen

Utility Person III (Replacement)  
Transportation/DSC  
Range 36, Step A - \$18.95 per hour + ND  
8 hours per day  
Funding: Home to School Transportation –  
62.5% and Ongoing and Major Maintenance  
37.5%

Arenales-Alegria, Brenda

Utility Person II (Replacement)  
North Elementary School  
Range 35, Step C - \$20.33 per hour + ND  
8 hours per day  
Funding: General Fund

Atwal, Pardeep

Special Education Para Educator I  
(Replacement)  
Central Elementary School  
Range 24, Step C - \$15.73 per hour  
4 hours per day  
Funding: Special Ed IDEA Preschool –  
50%; Special Ed IDEA Grant – 50%

Beteta, Nelly

Bilingual Para Educator I (Replacement)  
Williams Middle School  
Range 24, Step A - \$14.35 per hour  
6.5 hours per day  
Funding: Targeted EL

Bem, Robert

Utility Person II (Replacement)  
Central Elementary School  
Range 35, Step E - \$22.31 per hour + ND  
8 hours per day  
Funding: General Fund

Buckhanan, Justin	Utility Person III (New) Transportation/Kimball High School Range 36, Step B - \$19.85 per hour 8 hours per day Funding: Special Ed – Transportation – 50% and General Fund – 50%
Cartagena, Alfredo	Special Education Para Educator I (Replacement) Stein Continuation High School Range 24, Step A - \$14.35 per hour 6 hours per day Funding: Special Education
Gomez, Johanna	Secretary to the Director of Special Education (Replacement) Special Education/DEC Range 40, Step C - \$22.85 per hour 8 hours per day Funding: Special Education
Gonzalez, Millie	Bilingual Para Educator I (New) Monte Vista Middle School Range 24, Step C - \$15.73 per hour 6.5 hours per day Funding: IASA – Title I
Lai Huyen, Cam Uyen	Special Education Para Educator I (Replacement) Tracy Learning Center Range 24, Step C - \$15.73 per hour 6 hours per day Funding: Special Education
Mendoza, Milane	Food Service Worker (New) Central Elementary School Range 22, Step B - \$14.35 per hour 3 hours per day Funding: Child Nutrition – School Program
Perez de Leal, Maria	Para Educator I (Replacement) South/West Park Elementary School Range 24, Step C - \$15.73 per hour 6 hours per day Funding: General Fund
Plank, April	School Supervision Assistant (Replacement) Hirsch Elementary School Range 21, Step E - \$16.08 per hour 2 hours per day Funding: General Fund

Plank, April	School Supervision Assistant (Replacement) George Kelly School Range 21, Step E - \$16.08 per hour 1 hour per day Funding: General Fund
Reddick, Linda	I.E.P. Para Educator I (Replacement) McKinley Elementary School Range 24, Step A - \$14.35 per hour 3 hours per day Funding: Special Education
Sarale, Olivia	Food Service Worker (New) Monte Vista Middle School Range 22, Step E - \$16.47 per hour 7 hours per day Funding: Child Nutrition – School Program
Seymore, Jason	Utility Person III (Replacement) Transportation/Grounds Range 36, Step B - \$19.85 per hour 8 hours per day Funding: Home to School Transportation – 37.5%; General Fund – 37.5% and Ongoing and Major Maintenance – 25%
Zuniga, Mariana	I.E.P. Para Educator I (Replacement) McKinley Elementary School Range 24, Step A - \$14.35 per hour 3 hours per day Funding: Special Education

### **BACKGROUND:**

Anderson, John

Boggs, Michael

Carrillo, Joseph

Gonzales, Jennifer

### **COACHES**

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

Head Varsity – Softball  
Kimball High School  
Stipend: \$5,578.73

Freshman Baseball  
Kimball High School  
Stipend: \$3,719.15

Assistant Varsity Swim  
Kimball High School  
Stipend: \$3,907.11

Hernandez, Emanuel

Assistant Wrestling – JV  
Kimball High School  
Stipend: \$3,907.11

Trombley, Ben

Head Coach – Track  
Kimball High School  
Stipend: \$5,578.73

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

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** November 29, 2018  
**SUBJECT:** **Certify 2018-2019 Fiscal Year First Interim Report**

**BACKGROUND:** Education Code sections 42130 and 42131 require that the superintendent of each school district shall submit two reports to the governing board of the district during each fiscal year. The first report shall cover the financial and budgetary status of the district for the period ending October 31. The second report shall cover the period ending January 31. Both reports shall be approved by the district governing board no later than 45 days after the close of the period being reported. All reports required by this subdivision shall be in a format or on forms prescribed by the Superintendent of Public Instruction, and shall be based on standards and criteria for fiscal stability adopted by the State Board of Education pursuant to Section 33127. The reports, and supporting data, shall be maintained and made available by the school district for public review.

The governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether or not the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year.

In addition to the AB1200 oversight responsibilities generated in 1992, additional oversight responsibilities were added in 2004 with AB2756 requiring the San Joaquin County Office of Education and the Tracy Unified School District board review the assumptions supporting the multiple year projections. These two levels of review are included with the First Interim Report document.

As of the time this agenda item is being considered, labor negotiations have not been completed for the year for the any of the district's bargaining group, however, an item is on the agenda for consideration later in this meeting to complete negotiations with TEA.

Based on current assumptions, the First Interim Report confirms a positive review in which the district will be able to meet current obligations for the current and two subsequent fiscal years.

**FUNDING:** The first interim report generates no cost. It is merely a reporting of all projected revenues and expenses in the current and next two fiscal years. This report and the actions required to implement the changes will ensure the district is able to meet its financial obligations

for the remainder of the fiscal year and, based on current forecasts, for the subsequent two fiscal years.

**RECOMMENDATION:** Certify 2018-2019 Fiscal Year First Interim Report.

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





# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Bonny Carter, Director of Facilities and Planning  
**DATE:** October 19, 2018  
**SUBJECT:** **Approve and Appoint Applicant for Parent or Guardian Position on the Measure B Bond Oversight Committee**

**BACKGROUND:** When a school bond measure is authorized pursuant to Section 1 of Article XIII A of the California Constitution as amended with the passage of Proposition 39, which was approved by voters on November 7, 2000, the School Board is required to establish and appoint members to an independent oversight committee within 60 days following certification of the election. TUSD Board Policy BP 7215(a) General Obligation Bonds – Citizens’ Oversight Committee Policy and Regulations indicates the composition of committee members and terms for which the Board must appoint for service on the Oversight Committee.

**RATIONALE:** Seven members are appointed to the Oversight Committee for two-year terms, one from each of the following categories: business community representative; senior citizens’ organizations; parent or guardian of a child enrolled in the District and active in a parent-teacher organization; bona fide taxpayer’s organization; representative, and two appointments for an at large member of the public. In addition, up to four alternates may serve as non-voting members of the committee.

On June 26, 2018, the TUSD Board of Education approved the appointment of 2018/19 oversight committee members which included three alternate positions (non-voting members unless their vote is necessary to establish a quorum). Unfortunately, due to other commitments the appointed “Parent/Guardian” member has resigned. Staff recommends that the Board appoint Dan Green, a current alternate on the committee to fill the position.

**FUNDING:** No funding implications.

**RECOMMENDATION:** Approve and Appoint Applicant for Parent or Guardian Position on the Measure B Bond Oversight Committee.

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent of Business Services  
**DATE:** November 28, 2018  
**SUBJECT:** **Acknowledge Substitution of Eagle Solutions, Inc. dba Eagle Builders in Place of Subcontractor Margin Construction, Inc. on the Louis Bohn Elementary School – Building D Replacement Project**

**BACKGROUND:** On May 22, 2018, the Board approved an agreement with Eagle Solutions, Inc. dba Eagle Builders (“Eagle Builders”) relating to the Louis Bohn Elementary School – Building D Replacement project. The agreement was subsequently signed and Eagle Builders was authorized to commence work on June 1, 2018.

On October 30, 2018, the District received a letter from Eagle Builders requesting substitution of their subcontractor, Margin Construction, Inc., with Eagle Builder’s in-house crew to complete the remaining concrete and building work originally assigned to Margin Construction, Inc. The reasons stated for the request is “Margin’s continuous failure to perform the subcontracted work. The work performed by Margin has been substantially unsatisfactory..., not in accordance with the plans and specifications, causing excessive re-work on the behalf of Eagle Builders. Additionally, all delays till date on this project have been the cause of Margin Construction”.

Per Public Contract Code 4107, on October 31, 2018, TUSD sent a letter to Margin Construction to serve notice that Eagle Builders had submitted a substitution of subcontractor request and asking if Margin Construction had any objections. On November 5, 2018 Margin Construction sent TUSD an objection to the substitution request. District officials, Casey Goodall, the Associate Superintendent of Business Services and Bonny Carter, the Director of Facilities and Planning, held a hearing regarding the matter on November 13, 2018.

**RATIONALE:** The Prime Contractor can request substitution based on the Public Contract Code 4107 (7); when the awarding authority, or its duly authorized officer, determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work. On November 15, 2018, Casey Goodall, duly authorized officer representing the District sent a letter approving the substitution of Eagle Solutions, Inc. dba Eagle Builders for Margin Construction, Inc. based upon the hearing held on November 13, 2018.

**FUNDING:** No funding necessary for this agenda item.

**RECOMMENDATION:** Acknowledge Substitution of Eagle Solutions, Inc. dba Eagle Builders in Place of Subcontractor Margin Construction, Inc. on the Louis Bohn Elementary School – Building D Replacement Project.

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent of Business Services  
**DATE:** December 1, 2018  
**SUBJECT:** **Accept the Annual Report on the Collection and Expenditure of Development Fees for Fiscal Year 2017/2018**

**BACKGROUND:** Effective January 1, 1997, SB 1693 amended the Government Code to add additional reporting requirements regarding development fees which are assessed on new development to mitigate the impact of that development on school facilities

**RATIONALE:** The attached reports reflect the status of Development Fee funds in accordance with SB 1693.

Although it appears that mitigation payments are exempt from the annual reporting requirements of GC 66006(b)(1), since they are special taxes and not a “fee”, they are included in the report in order to show a complete picture.

**FUNDING:** Fund 25-9019: Developer Fees; Fund 25-9011: Mitigation; Fund 25-9013: River Islands

**RECOMMENDATIONS:** Accept the Annual Report on the Collection and Expenditure of Development Fees for Fiscal Year 2017/2018.

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

**Tracy Unified School District  
Mitigation Fund  
25-9011  
June 30, 2018**

<b>Beginning Balance</b>	<b>\$ 17,436,246.81</b>
<b>Revenue</b>	
Fees Collected	\$ 2,820,124.25
Interest Earned/Misc.	<u>262,361.90</u>
<b>Total Revenue</b>	<b>\$ 3,082,486.15</b>
<b>Expenditures</b>	
Administrative/Planning	<u>.00</u>
<b>Total Expenditures</b>	<b>\$ 0.00</b>
<b>Ending Fund Balance</b>	<b><u>\$ 20,518,732.96</u></b>

**Tracy Unified School District  
Developer Fee Fund  
25-9019  
June 30, 2018**

<b>Beginning Balance</b>	<b>\$ 3,917,012.95</b>
<b>Revenue</b>	
Fees Collected	\$ 4,189,105.00
Interest Earned/Misc.	<u>67,648.06</u>
<b>Total Revenue</b>	<b>\$ 4,256,753.06</b>
<b>Expenditures</b>	
Administrative/Planning	<u>16,830.76</u>
<b>Total Expenditures</b>	<b>\$ 16,830.76</b>
<b>Ending Fund Balance</b>	<b><u><u>\$ 8,156,935.25</u></u></b>

**Tracy Unified School District  
River Island Mitigation Fund  
25-9013  
June 30, 2018**

<b>Beginning Balance</b>	<b>\$</b>	<b>806,959.55</b>
<b>Revenue</b>		
Fees Collected	\$	2,658,218.57
0.00		
Interest Earned/Misc.		<u>47,411.04</u>
<b>Total Revenue</b>	<b>\$</b>	<b>2,705,629.61</b>
<b>Expenditures</b>		
Building Improvements		
Administrative/Planning		<u>0.00</u>
<b>Total Expenditures</b>	<b>\$</b>	<b>-</b>
<b>Ending Fund Balance</b>	<b>\$</b>	<b><u><u>3,512,589.16</u></u></b>

**Tracy Unified School District  
Summary of Cash Flow  
Facilities Planning-Developer Fees/Mitigation  
(2018 \$'s)**

Sources of Cash	Prior	2017/18	2018/19	2019/20	2020/21+	TOTAL
Interest	\$ -	\$ 330,010	\$ 100,000	\$ 50,000	\$ 50,000	\$ 530,010
Misc. Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Bond Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unrestricted Facilities Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mitigation/Developer Fees	\$ -	\$ 7,009,229	\$ 2,500,000	\$ 3,000,000	\$ 7,000,000	\$ 19,509,229
Total Sources	\$ -	\$ 7,339,239	\$ 2,600,000	\$ 3,050,000	\$ 7,050,000	\$ 20,039,239

**Uses of Cash**

Capital Project Expd	\$ -	\$ -	\$ 150,000	\$ 5,000,000	\$ 35,500,668	\$ 40,650,668
Administration/Misc	\$ -	\$ 16,831	\$ 50,000	\$ 50,000	\$ 625,000	\$ 741,831
Total Uses	\$ -	\$ 16,831	\$ 200,000	\$ 5,050,000	\$ 36,125,668	\$ 41,392,499
<b>NET CASH FLOW</b>	<b>\$ -</b>	<b>\$ 7,322,408</b>	<b>\$ 2,400,000</b>	<b>\$ (2,000,000)</b>	<b>\$ (29,075,668)</b>	<b>\$ (21,353,260)</b>
*Beginning Balance	\$ -	\$ 21,353,260	\$ 28,675,668	\$ 31,075,668	\$ 29,075,668	\$ 29,075,668
Ending Balance	\$ 21,353,260	\$28,675,668.21	\$ 31,075,668	\$ 29,075,668	\$ -	\$ -

**Tracy Unified School District**  
**Summary of Projected Capital Projects-Developer Fees/Mitigation**  
**(2018 \$'s)**  
**TUSD District Facilities**

PROJECTS	Prior Years	2017/18	2018/19	2018/19	2020/21+	TOTAL
New Construction						
(1) K-5 Elementary Schools	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 16,000,000	\$ 17,000,000
Relocatable Classrooms	\$ -	\$ -	\$ 150,000	\$ 1,000,000	\$ 300,000	\$ 1,450,000
(1) 6-8 Middle School	\$ -	\$ -	\$ -	\$ -	\$ 7,700,668	\$ 7,700,668
New High School/Addition	\$ -	\$ -	\$ -	\$ 3,000,000	\$ 11,500,000	\$ 14,500,000
<b>TOTAL NEW CONSTRUCTION</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 150,000.00</b>	<b>\$ 5,000,000.00</b>	<b>\$ 35,500,668.21</b>	<b>\$ 40,650,668.21</b>
Administration/Master Planning	\$ -	\$ 16,831	\$ 50,000	\$ 50,000	\$ 125,000	\$ 241,831
Misc./Interim Housing	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ 500,000
<b>TOTAL MISC/ADMINISTRATION</b>	<b>\$ -</b>	<b>\$ 16,830.76</b>	<b>\$ 50,000.00</b>	<b>\$ 50,000.00</b>	<b>\$ 625,000.00</b>	<b>\$ 741,830.76</b>
<b>TOTAL PROJECTS</b>	<b>\$ -</b>	<b>\$ 16,831</b>	<b>\$ 200,000</b>	<b>\$ 5,050,000</b>	<b>\$ 36,125,668</b>	<b>\$ 41,392,499</b>



**Tracy Unified School District**  
**Summary of Cash Flow**  
**Facilities Planning-River Islands Mitigaion Fees**  
**(2018 \$'s)**

<b>Sources of Cash</b>	<b>Prior</b>	<b>2017/18</b>	<b>2018/19</b>	<b>2019/20</b>	<b>2020/21+</b>	<b>TOTAL</b>
Interest	\$ 11,347	\$ 47,411	\$ 50,000	\$ 50,000	\$ 50,000	\$ 208,758
Misc. Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interim Housing Costs	\$ -	\$ -	\$ -	\$ 500,000	\$ 750,000	\$ 1,250,000
State Bond Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bussing/Administrative Fees	\$ 293,268	\$ 65,000	\$ 65,000	\$ 240,000	\$ 2,141,535	\$ 2,804,803
Mitigation/Developer Fees	\$ 679,557	\$ 2,593,219	\$ -	\$ -	\$ 80,929,636	\$ 84,202,412
<b>Total Sources</b>	<b>\$ 984,172</b>	<b>\$ 2,705,630</b>	<b>\$ 115,000</b>	<b>\$ 790,000</b>	<b>\$ 83,871,171</b>	<b>\$ 88,465,973</b>
<b>Uses of Cash</b>						
Capital Project Expd	\$ 163,268	\$ -	\$ -	\$ 1,425,000	\$ 86,083,760	\$ 87,672,028
Administration/Misc	\$ 13,945	\$ -	\$ 65,000	\$ 65,000	\$ 650,000	\$ 793,945
<b>Total Uses</b>	<b>\$ 177,213</b>	<b>\$ -</b>	<b>\$ 65,000</b>	<b>\$ 1,490,000</b>	<b>\$ 86,733,760</b>	<b>\$ 88,465,973</b>
<b>NET CASH FLOW</b>	<b>\$ 806,960</b>	<b>\$ 2,705,630</b>	<b>\$ 50,000</b>	<b>\$ (700,000)</b>	<b>\$ (2,862,589)</b>	<b>\$ 0</b>
*Beginning Balance	\$ -	\$ 806,960	\$ 3,512,589	\$ 3,562,589	\$ 2,862,589	\$ 2,862,589
Ending Balance	\$ 806,960	\$ 3,512,589	\$ 3,562,589	\$ 2,862,589	\$ 0	\$ 0

**Tracy Unified School District**  
**Summary of Projected Capital Projects-River Islands Mitigation Fees**  
**(2018 \$'s)**  
**TUSD District Facilities**

PROJECTS	Prior Years	2017/18	2018/19	2019/20	2020/21+	TOTAL
New Construction						
Administrative Offices	\$ -	\$ -	\$ -	\$ -	\$ 1,020,000	\$ 1,020,000
Interim Housing	\$ -	\$ -	\$ -	\$ -	\$ 1,250,000	\$ 1,250,000
Busses	\$ 163,268	\$ -	\$ -	\$ 175,000	\$ 1,800,000	\$ 2,138,268
High School	\$ -	\$ -	\$ -	\$ 1,250,000	\$ 82,013,760	\$ 83,263,760
<b>TOTAL NEW CONSTRUCTION</b>	<b>\$ 163,268.16</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,425,000.00</b>	<b>\$ 86,083,760.00</b>	<b>\$ 87,672,028.16</b>
Administration	\$ 13,945	\$ -	\$ 65,000	\$ 65,000	\$ 650,000	\$ 793,945
Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL MISC/ADMINISTRATION</b>	<b>\$ 13,944.50</b>	<b>\$ -</b>	<b>\$ 65,000.00</b>	<b>\$ 65,000.00</b>	<b>\$ 650,000.00</b>	<b>\$ 793,944.50</b>
<b>TOTAL PROJECTS</b>	<b>\$ 177,213</b>	<b>\$ -</b>	<b>\$ 65,000</b>	<b>\$ 1,490,000</b>	<b>\$ 86,733,760</b>	<b>\$ 88,465,973</b>



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent for Educational Services  
**DATE:** November 19, 2018  
**SUBJECT:** Acknowledge Receipt of the Tracy Learning Center's Charter Renewal Petition for Millennium High Charter School

**BACKGROUND:** Millennium High School Charter School's current 5-year charter will expire at the end of this 2018-2019 school year – June 30, 2019. Millennium High Charter School has submitted the Charter for a 5-year renewal per Education Code 47607. The California Education Code requires that the Board of Trustees render a final decision on the renewal of the charter within 60 days of the date of receipt of the charter petition. The Board of Trustees shall approve a charter renewal petition if it is satisfied that the charter is consistent with the requirements set forth in the Tracy Unified School District's Charter School Board Policy 0420.4, Administrative Regulation 0420.4 and Education Code Sections 47605 and 47607.

**RATIONALE:** Millennium High Charter School's current 5-year charter will expire at the end of the 2018-2019 school year – June 30, 2019. Millennium Charter School has submitted a petition for a 5-year renewal of its charter per Education Code 47607. Once the Tracy Unified Board of Trustees has officially received the Millennium Charter renewal petition, District staff and legal counsel will begin the process to extensively review the petition to determine if it meets the guidelines and criteria set forth in Education Code Sections 47605 and 47607; Tracy Unified School District Board Policy 0420.4 and Administrative Regulation 0420.4.

**FUNDING:** Not applicable.

**RECOMMENDATION:** Acknowledge Receipt of the Tracy Learning Center's Charter Renewal Petition for Millennium High Charter School

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



**BOARD AGENDA REQUEST FORM**



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent for Educational Services  
**DATE:** November 19, 2018  
**SUBJECT:** **Approve with Conditions, the Charter Renewal for the Tracy Learning Center's Millennium High School**

**BACKGROUND:** On December 11, 2018, a Public Hearing was held for the Tracy Learning Center's petition for renewal of the Millennium High School Charter. Staff, parents and students were given the opportunity to provide input and comments to the Board at the Public Hearing. The California Education Code requires that the Board of Trustees render a final decision on the renewal application within sixty (60) days of the date of receipt of the charter petition. The Board of Trustees shall approve a charter renewal application if it is satisfied that the charter is consistent with the requirements set forth in the Tracy Unified School District's Charter School Board Policy 0420.4, Administrative Regulation 0420.4 and Education Code Sections 47605 and 47607.

**RATIONALE:** Millennium High Charter School's current charter will end on June 30, 2019. Millennium High Charter School has submitted a petition for a 5-year renewal of the charter per Education Code 47607. Tracy Unified School District staff and legal counsel have extensively reviewed Millennium High Charter School's renewal petition to determine if it meets the guidelines and criteria set forth in Education Code Sections 47605 and 47607; Tracy Unified School District Board Policy 0420.4 and Administrative Regulation 0420.4.

It is the determination of the District staff and legal counsel that the Millennium High School charter renewal petition inadequately addresses the above mentioned guidelines and criteria. The specific facts set forth to support this finding are included as written factual findings specific to this particular petition and attached to this document. Therefore, the District staff and legal counsel recommend that the Tracy Unified School District Board of Trustees approve *with conditions*, the Millennium High School charter renewal for a five (5) year period beginning July 1, 2019 - June 30, 2024. (See attached documents: Charter Petition, Findings of Fact, Conditions for Approval, Memorandum of Understanding)

**FUNDING:** Not applicable.

**RECOMMENDATION:** Approve with Conditions, the Charter Renewal for the Tracy Learning Center's Millennium High School



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

**BOARD AGENDA REQUEST FORM**

## **ADDITIONAL CONDITIONS ON RENEWAL AND OPERATIONS OF MILLENNIUM CHARTER HIGH SCHOOL**

Pursuant to Education Code Section 47607, the Tracy Unified School District Board of Trustees may either approve or deny the Millennium Charter High School (“MHS”) charter renewal petition submitted to the District. Should the Board wish to approve the petition, staff recommends that the following conditions be imposed upon the renewal. The rationale for each is contained below:

### **Affirmations**

The Charter Schools Act of 1992 requires certain affirmations to be made in the charter petition. Although the petitioners attempted to meet this requirement, the affirmations contained in the charter do not fully mirror the required language contained in statute.

The anti-discrimination language contained in the charter petition (see, as just one example, charter petition page 4) does not comport with current law as it has been amended since the last charter renewal to include additional categories of protected classes.

### **Recommended Condition:**

1. That MHS makes revisions within 60 days of District Board action to the required section on affirmations using the exact text of the statute as follows:
  - a. Revise the current affirmation stating “Be deemed the exclusive public school employer...” to state “Tracy Learning Center declares that it shall be deemed the exclusive public school employer of the employees of Millennium Charter High School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(6)]”
  - b. Add a new affirmation, pursuant to AB 1360, that states: “The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]”
2. That MHS amend the entire charter petition within 60 days of District Board action to include current language (see Education Code Sections 47605 and 220) relating to prohibited discrimination throughout the charter petition.

### **Charter Renewal Requirements**

Education Code Section 47607 and Title 5, California Code of Regulations Section 11966.4 require a charter school to meet specific criteria, including academic threshold requirements, in order to qualify for renewal. As one way to meet the academic threshold requirements for renewal, a charter school may show that its academic performance is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been

required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school. (Education Code Section 47607(b)(4).) While MHS concludes that this criterion is met (p. 9), it does not identify the two sets of comparison schools as required by law, instead providing only a comparison of PCS's academic performance against the overall (all schools, all grade levels) academic performance of the District.

Further, Education Code Section 47607(a)(3)(A) requires, "The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to grant a charter renewal." (Emphasis added.) While MHS reiterates that the Charter School has outperformed the District in both ELA and Mathematics on the California Assessment of Student Performance and Progress ("CAASPP") for 11<sup>th</sup> grade students both schoolwide and for numerically significant subgroups in 2015 through 2018, all of the graphs demonstrate a decline in MHS's pupil academic achievement for both ELA and Math over the last 3 years both schoolwide and for numerically significant subgroups, between 2016 to 2018.

#### **Recommended Conditions:**

1. That MHS submits within 60 days of District Board action documentation of legally compliant charter renewal academic threshold criteria, with a comparison of MHS's academic performance against the two sets of comparison schools required under Section 47607(b)(4).
2. That MHS sets academic performance benchmarks for the next charter term, within 60 days of District Board action, to be approved by District staff, to ensure that MHS can demonstrate increases in pupil academic achievement.

#### **Element 1: Educational Program**

The educational program contained several provisions that were of concern to the District. Specifically, the petition:

1. Inconsistently identifies a 18:1 staff-to-student ratio (p. 7) and 27:1 student to teacher ratio (p. 34).
2. Does not accurately address MHS's obligations to provide one nutritionally adequate free or reduced-price meal pursuant to AB 1871 when discussing economically disadvantaged students (p. 37).
3. States that all classroom teachers are CLAD certified when discussing English Learners (p. 37), but does not identify CLAD certification as a qualification for teachers under Element 5 or in the detailed job descriptions and qualifications attached in the appendix.
4. Does not contain a reasonably comprehensive description of how MHS will meet the needs of English Learners, including identifying designated and integrated ELD time for students. The petition only provides a short paragraph regarding "EL Servicing." (p. 38.)

5. Does not properly describe implementation of the Next Generation Science Standards (“NGSS”). The charter does not address the main components of NGSS; the science curriculum is briefly listed in the charter (pp. 29-30) and appendix, but it is not updated or correlated to the NGSS.
6. States that for students who dual enroll in community college classes, MHS will reimburse the tuition for these classes if students earn a grade of B or better (petition, page 33), which contradicts legal requirements and MHS’s affirmation that it will not charge tuition (page 4).

**Recommended Condition:**

1. That MHS addresses each of these areas of District staff concern by making revisions to the charter within 60 days of District Board action.
2. That MHS revise the dual enrollment language within 60 days of District Board action, to clarify that students may, but are not required to, take college classes; that students may complete their entire UC a-g requirements at MHS as a high school student without paying any tuition, consistent with legal requirements the Charter School’s affirmation complying with the legal requirements.

**Element 4: Governance Structure**

TLC’s corporate bylaws in the appendix are dated 2014 but unsigned, and a copy of TLC’s conflict of interest code was not included, so the District cannot verify whether the petition language is consistent with the current set of corporate documents.

**Recommended Conditions:**

1. That MHS provide a signed copy of TLC’s current corporate bylaws and conflict of interest code within 60 days of District Board action for District review.

**Element 5: Employee Qualifications**

The employee qualifications and the attached job descriptions and qualifications in the appendix do not reference CLAD certification as a requirement, but Element 1 states, “Classroom teachers are all CLAD certified...” (p. 37, emphasis added).

**Recommended Conditions:**

1. That MHS amend the charter petition and description of employee qualifications within 60 days of District Board action to ensure accuracy in employee qualifications.

**Element 6: Health and Safety**

The charter petition does not identify all applicable legal requirements for health and safety policies for students in grades 9 to 12, including: maintaining a suicide prevention policy, stocking at least 50% of its restrooms with feminine hygiene products (if applicable), providing nutritionally adequate free or reduced price meals, complying with the California Healthy Youth Act, and developing and annually updating a Comprehensive School Safety Plan.

MHS does not appear to have a method to account for injured students and staff in the event of a fire drill; no log is maintained.

The process for earthquake drills is concerning. MHS must have a defined procedure for teachers to notify search and rescue teams that one or more injured children who cannot walk or be carried are in specific classrooms.

In a chemical spill, keeping students and teachers in classrooms and closing all doors, windows, and vents may not be the safest response. The charter does not explain how teachers will know the best course of action in the circumstances. The charter does not explain why an outside authority is the only entity empowered to make an evacuation decision.

**Recommended Conditions:**

1. That MHS amend the charter petition within 60 days of District Board action to reflect applicable legal requirements, including: maintaining a suicide prevention policy, stocking at least 50% of its restrooms with feminine hygiene products (if applicable), providing nutritionally adequate free or reduced price meals, complying with the California Healthy Youth Act, and developing and annually updating a Comprehensive School Safety Plan.
2. That MHS amend the charter petition within 60 days of District Board action to explain the method to account for injured students and staff.
3. That MHS amend the charter petition within 60 days of District Board action regarding its earthquake procedures.
4. That MHS amend the charter petition within 60 days of District Board action regarding its chemical spill procedures.

**Element 8: Admission Requirements**

The charter states that the wait list carries over from year to year, as students and their parents can choose to remain on the wait list. If this is the case, then students new to the area may never have a reasonable opportunity to be admitted to MHS. Further, the student demographics in Tracy have changed substantially since the MHS charter was originally approved, and are continuing to change rapidly. If the waitlist is not extinguished annually, the Charter School may not reflect the racial and ethnic balance of the general population residing with the District.

In addition, former MHS students who left MHS and want to re-enroll are placed back on the wait list, without details on how this aligns with the admissions preferences described in the charter. There is also no clear definition or distinction between the priority wait list and wait list. As such,



the admissions policies and procedures are unclear and potentially suggest unequal opportunities for admission into MHS.

**Recommended Conditions:**

1. That MHS extinguish its wait list annually, and not carry it over from year to year.
2. That MHS make revisions to the charter petition within 60 days of District Board action to clarify the admissions preferences and wait list procedures.
3. That MHS must provide to the District a copy of the wait list established by the lottery by name, address, phone number, and grade level each year after names are drawn.

**Element 10: Suspension and Expulsion Policies**

The charter petition identifies that “MHS has developed a comprehensive set of student discipline policies in the form of a student handbook,” but the student handbook attached as an appendix to the charter only includes a one page description of the restorative justice practices, without any mention of the suspension and expulsion policy and procedures and/or any other related disciplinary policies.

The charter petition inconsistently identifies the enumerated offense “Committed or attempted to commit a sexual assault...” both as a discretionary offense and a mandatory expulsion offense.

As required by Education Code Section 47605(b)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. However, the charter petition’s description on expulsion procedures is unclear, particularly regarding the recommendation for expulsion and the expulsion hearing or appeal hearing (pp. 93-94).

The charter petition provides a very limited description on the “Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses,” without clarifying the detailed procedures to be taken to protect the identity and/or testimony of the witness.

Under the section “Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities,” the charter petition does not explain the procedures for students not yet eligible for special education services.

**Recommended Condition:**

1. That MHS amend the charter petition within 60 days of District Board action to clarify application of the restorative justice practices identified in the student handbook, in conjunction with the suspension and expulsion policy and procedures described in the charter petition.

2. That MHS amend the charter petition within 60 days of District Board action to clarify expulsion procedures consistent with legal requirements.
3. That MHS amend the charter petition within 60 days of District Board action to clarify the detailed procedures to be taken to protect the identity and/or testimony of the witness.
4. That MHS amend the charter petition within 60 days of District Board action to explain the procedures for students not yet eligible for special education services.

#### **Element 11: Retirement Systems**

The charter petition only states that TLC currently participates in STRS and PERS available to all eligible persons, but does not specify eligibility requirements for retirement coverage under each system.

#### **Recommended Condition:**

1. That MHS amend the charter petition within 60 days of District Board action to specify eligibility requirements for retirement coverage.

#### **Element 15: Charter School Closing Procedures**

PERS requires that charter schools that offer PERS must ensure that upon dissolution of the nonprofit public benefit corporation, all net assets are distributed to another public school that satisfies the requirements of paragraphs (a) through (e) of section III.A. of Notice 2015-07 issued by the Internal Revenue Service and the Treasury Department entitled “Relief for Certain Participants in § 414(d) Plans” or any final regulations implementing 26 U.S.C. § 414(d), or to a State, political subdivision of a State, or agency or instrumentality thereof. However, the charter petition describes that MHS will distribute all net assets upon dissolution in accordance with the distribution plan adopted by the corporation.

#### **Recommended Condition:**

1. That MHS makes revisions within 60 days of District Board action to the required section on closure procedures to address all statutory and regulatory requirements.

#### **Miscellaneous Charter Provisions:**

Pursuant to Education Code Section 47605(g) and consistent with TUSD AR 0420.4, petitioners must provide information regarding (1) the facilities to be used by the charter school, specifying where the charter school intends to locate, (2) the manner in which administrative services are to be provided, (3) potential civil liability effects, if any, upon the charter school and the school district, and (4) financial statements that include a proposed first-year operational budget, cashflow and financial projections for three years of operation.

While the charter petition briefly addresses its facilities (p. 77) and mentions a facilities use agreement (p. 87) in other sections of the charter, it does not provide a detailed description of MHS's facilities. The charter petition does not discuss administrative services or potential civil liability effects. While the appendix includes the financial documents, the charter petition does not identify which financial documents have been included to ensure compliance with the Education Code requirements.

**Recommended Condition:**

1. That MHS makes revisions within 60 days of District Board action to the charter petition to address these required sections in compliance with the Education Code.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent for Educational Services  
**DATE:** November 19, 2018  
**SUBJECT:** **Acknowledge Receipt of the Tracy Learning Center's Charter Renewal Petition for Primary Charter School**

**BACKGROUND:** Primary Charter School's current 5-year charter will expire at the end of this 2018-2019 school year – June 30, 2019. Primary Charter School has submitted the Charter for a 5-year renewal per Education Code 47607. The California Education Code requires that the Board of Trustees render a final decision on the renewal of the charter within 60 days of the date of receipt of the charter petition. The Board of Trustees shall approve a charter renewal petition if it is satisfied that the charter is consistent with the requirements set forth in the Tracy Unified School District's Charter School Board Policy 0420.4, Administrative Regulation 0420.4 and Education Code Sections 47605 and 47607.

**RATIONALE:** Primary Charter School's current 5-year charter will expire at the end of the 2018-2019 school year – June 30, 2019. Primary Charter School has submitted a petition for a 5-year renewal of its charter per Education Code 47607. Once the Tracy Unified Board of Trustees has officially received the Primary Charter renewal petition, District staff and legal counsel will begin the process to extensively review the petition to determine if it meets the guidelines and criteria set forth in Education Code Sections 47605 and 47607; Tracy Unified School District Board Policy 0420.4 and Administrative Regulation 0420.4.

**FUNDING:** Not applicable.

**RECOMMENDATION:** Acknowledge Receipt of the Tracy Learning Center's Charter Renewal Petition for Primary Charter School

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent for Educational Services  
**DATE:** November 19, 2018  
**SUBJECT:** **Approve with Conditions, the Charter Renewal Proposal for the Tracy Learning Center's Primary Charter School**

**BACKGROUND:** On December 11, 2018, a public hearing was held for the Tracy Learning Center's petition for renewal of the Primary School Charter. Staff, parents and students were given the opportunity to provide input and comments to the Board at the public hearing. The California Education Code requires that the Board of Trustees render a final decision on the renewal application within sixty (60) days of the date of receipt of the charter petition. The Board of Trustees shall approve a charter renewal application if it is satisfied that the charter is consistent with the requirements set forth in the Tracy Unified School District's Charter School Board Policy 0420.4, Administrative Regulation 0420.4 and Education Code Sections 47605 and 47607.

**RATIONALE:** Primary Charter School's current charter will end on June 30, 2019. Primary Charter School has submitted a petition for a 5-year renewal of the charter per Education Code 47607. Tracy Unified School District staff and legal counsel have extensively reviewed Primary Charter School's renewal petition to determine if it meets the guidelines and criteria set forth in Education Code Sections 47605 and 47607; Tracy Unified School District Board Policy 0420.4 and Administrative Regulation 0420.4.

It is the determination of the District staff and legal counsel that the Primary Charter School charter renewal petition inadequately addresses the above mentioned guidelines and criteria. The specific facts set forth to support this finding are included as written factual findings specific to this particular petition and attached to this document. Therefore, the District staff and legal counsel recommend that the Tracy Unified School District Board of Trustees approve *with conditions*, the Primary School Charter renewal for a five (5) year period beginning July 1, 2019 - June 30, 2024. (See attached documents: Charter Petition, Findings of Fact, Conditions for Approval, Memorandum of Understanding)

**FUNDING:** Not applicable.

**RECOMMENDATION:** Approve with Conditions, the Charter Renewal Proposal for the Tracy Learning Center's Primary Charter School

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

## **ADDITIONAL CONDITIONS ON RENEWAL AND OPERATIONS OF PRIMARY CHARTER SCHOOL**

Pursuant to Education Code Section 47607, the Tracy Unified School District Board of Trustees may either approve or deny the Primary Charter School (“PCS”) charter renewal petition submitted to the District. Should the Board wish to approve the petition, staff recommends that the following conditions be imposed upon the renewal. The rationale for each is contained below:

### **Affirmations**

The Charter Schools Act of 1992 requires certain affirmations to be made in the charter petition. Although the petitioners attempted to meet this requirement, the affirmations contained in the charter do not fully mirror the required language contained in statute.

The anti-discrimination language contained in the charter petition (see, as just one example, charter petition page 4) does not comport with current law as it has been amended since the last charter renewal to include additional categories of protected classes.

### **Recommended Condition:**

1. That PCS makes revisions within 60 days of District Board action to the required section on affirmations using the exact text of the statute as follows:
  - a. Revise the current affirmation stating “Be deemed the exclusive public school employer...” to state “Tracy Learning Center declares that it shall be deemed the exclusive public school employer of the employees of Millennium Charter High School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(6)]”
  - b. Add a new affirmation, pursuant to AB 1360, that states: “The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]”
2. That PCS amend the entire charter petition within 60 days of District Board action to include current language (see Education Code Sections 47605 and 220) relating to prohibited discrimination throughout the charter petition.

### **Charter Renewal Requirements**

Education Code Section 47607 and Title 5, California Code of Regulations Section 11966.4 require a charter school to meet specific criteria, including academic threshold requirements, in order to qualify for renewal. As one way to meet the academic threshold requirements for renewal, a charter school may show that its academic performance is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population

that is served at the charter school. (Education Code Section 47607(b)(4).) While PCS concludes that this criterion is met (p. 10), it does not identify the two sets of comparison schools as required by law, instead providing only a comparison of PCS's academic performance against the overall (all schools, all grade levels) academic performance of the District.

Further, Education Code Section 47607(a)(3)(A) requires, "The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to grant a charter renewal." (Emphasis added.) While PCS highlights that the Charter School has outperformed the District and County averages in both ELA and Mathematics on the 2018 California Assessment of Student Performance and Progress ("CAASPP") for both 3<sup>rd</sup> and 4<sup>th</sup> grade students, a review of the PCS CAASPP data for 2015 through 2018 shows a consistent decline in ELA scores for all 4 years, along with some declines for Math scores, particularly a substantial decline between 2016 and 2017.

#### **Recommended Conditions:**

1. That PCS submits within 60 days of District Board action documentation of legally compliant charter renewal academic threshold criteria, with a comparison of PCS's academic performance against the two sets of comparison schools required under Section 47607(b)(4).
2. That PCS sets academic performance benchmarks for the next charter term, within 60 days of District Board action, to be approved by District staff, to ensure that PCS can demonstrate increases in pupil academic achievement.

#### **Element 1: Educational Program**

The educational program contained several provisions that were of concern to the District. Specifically, the petition:

1. States that all classroom teachers are CLAD certified when discussing English Learners (p. 30), but does not identify CLAD certification as a qualification for teachers under Element 5 or in the detailed job descriptions and qualifications attached in the appendix.
2. Does not contain a reasonably comprehensive description of how PCS will meet the needs of English Learners, including identifying designated and integrated ELD time for students. The petition only briefly references SDAIE strategies and a short section on EL Servicing.
3. Does not properly describe implementation of the Next Generation Science Standards ("NGSS"). The charter only briefly references "next generation science" when addressing curriculum (p. 27).

#### **Recommended Condition:**

1. That PCS addresses each of these areas of District staff concern by making revisions to the charter within 60 days of District Board action.

#### **Element 4: Governance Structure**

TLC's corporate bylaws in the appendix are dated 2014 but unsigned, and a copy of TLC's conflict of interest code was not included, so the District cannot verify whether the petition language is consistent with the current set of corporate documents.

**Recommended Conditions:**

1. That PCS provide a signed copy of TLC's current corporate bylaws and conflict of interest code within 60 days of District Board action for District review.

**Element 5: Employee Qualifications**

The employee qualifications and the attached job descriptions and qualifications in the appendix do not reference CLAD certification as a requirement, but Element 1 states, "Classroom teachers are all CLAD certified..." (p. 37, emphasis added).

**Recommended Conditions:**

1. That PCS amend the charter petition and description of employee qualifications within 60 days of District Board action to ensure accuracy in employee qualifications.

**Element 6: Health and Safety**

The governing law does not reflect legal updates pursuant to AB 1747.

The charter petition does not identify all applicable legal requirements for health and safety policies, including: providing nutritionally adequate free or reduced price meals and developing and annually updating a Comprehensive School Safety Plan.

PCS does not appear to have a method to account for injured students and staff in the event of a fire drill; no log is maintained.

The process for earthquake drills is concerning. PCS must have a defined procedure for teachers to notify search and rescue teams that one or more injured children who cannot walk or be carried are in specific classrooms.

In a chemical spill, keeping students and teachers in classrooms and closing all doors, windows, and vents may not be the safest response. The charter does not explain how teachers will know the best course of action in the circumstances. The charter does not explain why an outside authority is the only entity empowered to make an evacuation decision.

**Recommended Conditions:**

1. That PCS amend the charter petition within 60 days of District Board action to reflect AB 1747 legal updates in the governing law.



2. That PCS amend the charter petition within 60 days of District Board action to reflect applicable legal requirements, including: providing nutritionally adequate free or reduced price meals and developing and annually updating a Comprehensive School Safety Plan.
3. That PCS amend the charter petition within 60 days of District Board action to explain the method to account for injured students and staff.
4. That PCS amend the charter petition within 60 days of District Board action regarding its earthquake procedures.
5. That PCS amend the charter petition within 60 days of District Board action regarding its chemical spill procedures.

#### **Element 8: Admission Requirements**

The charter states that the wait list carries over from year to year, as students and their parents can choose to remain on the wait list. If this is the case, then students new to the area may never have a reasonable opportunity to be admitted to PCS. Further, the student demographics in Tracy have changed substantially since the PCS charter was originally approved, and are continuing to change rapidly. If the waitlist is not extinguished annually, the Charter School may not reflect the racial and ethnic balance of the general population residing with the District.

In addition, former PCS students who left PCS and want to re-enroll are placed back on the wait list, without details on how this aligns with the admissions preferences described in the charter. There is also no clear definition or distinction between the priority wait list and wait list. As such, the admissions policies and procedures are unclear and potentially suggest unequal opportunities for admission into PCS.

#### **Recommended Conditions:**

1. That PCS extinguish its wait list annually, and not carry it over from year to year.
2. That PCS make revisions to the charter petition within 60 days of District Board action to clarify the admissions preferences and wait list procedures.
3. That PCS must provide to the District a copy of the wait list established by the lottery by name, address, phone number, and grade level each year after names are drawn.

#### **Element 10: Suspension and Expulsion Policies**

The charter petition identifies that “PCS has developed a comprehensive set of student discipline policies in the form of a student handbook,” but the student handbook is not included as an appendix. Thus, the District cannot review to ensure consistency with the suspension and expulsion policies and procedures identified in the charter.

The charter petition inconsistently identifies the enumerated offense “Committed or attempted to commit a sexual assault...” both as a discretionary offense and a mandatory expulsion offense.

As required by Education Code Section 47605(b)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. However, the charter petition's description on expulsion procedures is unclear, particularly regarding the recommendation for expulsion and the expulsion hearing or appeal hearing (pp. 86-87).

The charter petition provides a very limited description on the "Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses," without clarifying the detailed procedures to be taken to protect the identity and/or testimony of the witness.

Under the section "Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities," the charter petition does not explain the procedures for students not yet eligible for special education services.

**Recommended Condition:**

1. That PCS provide a copy of the Student Handbook within 60 days of District Board action to ensure consistency with the suspension and expulsion policy and procedures described in the charter petition.
2. That PCS amend the charter petition within 60 days of District Board action to clarify expulsion procedures consistent with legal requirements.
3. That PCS amend the charter petition within 60 days of District Board action to clarify the detailed procedures to be taken to protect the identity and/or testimony of the witness.
4. That PCS amend the charter petition within 60 days of District Board action to explain the procedures for students not yet eligible for special education services.

**Element 11: Retirement Systems**

The charter petition only states that TLC currently participates in STRS and PERS available to all eligible persons, but does not specify eligibility requirements for retirement coverage under each system.

**Recommended Condition:**

1. That PCS amend the charter petition within 60 days of District Board action to specify eligibility requirements for retirement coverage.

**Element 15: Charter School Closing Procedures**

PERS requires that charter schools that offer PERS must ensure that upon dissolution of the nonprofit public benefit corporation, all net assets are distributed to another public school that satisfies the requirements of paragraphs (a) through (e) of section III.A. of Notice 2015-07 issued by the Internal Revenue Service and the Treasury Department entitled "Relief for Certain Participants in § 414(d) Plans" or any final regulations implementing 26 U.S.C. § 414(d), or to a State, political subdivision of a State, or agency or instrumentality thereof. However, the charter

petition describes that PCS will distribute all net assets upon dissolution in accordance with the distribution plan adopted by the corporation.

**Recommended Condition:**

1. That PCS makes revisions within 60 days of District Board action to the required section on closure procedures to address all statutory and regulatory requirements.

**Miscellaneous Charter Provisions:**

Pursuant to Education Code Section 47605(g) and consistent with TUSD AR 0420.4, petitioners must provide information regarding (1) the facilities to be used by the charter school, specifying where the charter school intends to locate, (2) the manner in which administrative services are to be provided, (3) potential civil liability effects, if any, upon the charter school and the school district, and (4) financial statements that include a proposed first-year operational budget, cashflow and financial projections for three years of operation.

While the charter petition briefly addresses its facilities (p. 70) and mentions a facilities use agreement (p. 80) in other sections of the charter, it does not provide a detailed description of PCS's facilities. The charter petition does not discuss administrative services or potential civil liability effects. While the appendix includes the financial documents, the charter petition does not identify which financial documents have been included to ensure compliance with the Education Code requirements.

**Recommended Condition:**

1. That PCS makes revisions within 60 days of District Board action to the charter petition to address these required sections in compliance with the Education Code.



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** November 6, 2018  
**SUBJECT:** Approve a Variable Term Waiver for John S. Morris –  
Certificate of Completion of Staff Development (SDAIE)

**BACKGROUND:** Variable term waivers provide additional time 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:** Mr. Morris holds a Preliminary Designated Subjects Special Subjects Credential in Reserve Officer Training Corps. A Variable Term Waiver is needed to allow him time to complete the program requirement and obtain his clear credential which will have the Specially Designated Academic Instruction Delivered in English for English Learners (SDAIE) authorization.

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

**RECOMMENDATION:** Approve a Variable Term Waiver for John S Morris – Certificate of Completion of Staff Development (SDAIE).

**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 a Variable Term Waiver while the individual below works on completing the requirements to obtain his clear credential with the appropriate English Learner Authorization. The individual will be provided orientation, guidance and assistance during the valid period of the permit.

John S Morris: Jr. ROTC at West High School; Grades 9-12

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Board President

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

**ATTEST:**

\_\_\_\_\_  
Board Vice President

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** November 19, 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, she will be eligible for an Intern Permit.

Timothy William McCarville-Monte Vista Middle School, Math 80% 6-8

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

\_\_\_\_\_  
Board President

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

**ATTEST:**

\_\_\_\_\_  
Board Vice President

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



# HUMAN RESOURCES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Assistant Superintendent of Human Resources  
**DATE:** December 4, 2018  
**SUBJECT:** Approve Agreement between TEA and TUSD to Remove Speech Service Providers from TEA Bargaining Unit

**BACKGROUND:** Speech service providers are currently included in Article I of the Master Agreement between TEA and TUSD, identified as Language/Speech Specialists. Recruitment of Speech/Language staff has become increasingly difficult in recent years, requiring the District to contract with outside agencies to provide required Special Education services to Tracy Unified Students.

**RATIONALE:** Placement in the TSMA bargaining unit aligns these service providers with the placement of other service providers. Upon review of the job description and duties, the District determined that the speech service providers have a greater community of interest with the TSMA group. Placing these service providers at Step 8 of the LMP salary schedule allows for a more competitive salary when recruiting employees. The additional days of service allow for a work calendar which includes providing Extended School Year (ESY) services to those students whose IEP calls for a school year beyond the traditional calendar. This supports District 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:** Special Education funds will be used to pay the salaries of speech service providers. There is no change in funding source.

**RECOMMENDATION:** Approve Agreement between TEA and TUSD to Remove Speech Service Providers from TEA Bargaining Unit

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



TRACY UNIFIED SCHOOL DISTRICT  
AND THE TRACY EDUCATORS ASSOCIATION

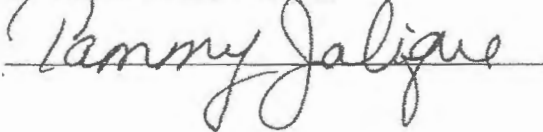
SIDE LETTER OF AGREEMENT

The Tracy Unified School District (District) and the Tracy Educators Association (TEA) (together the Parties) agree to this side letter agreement removing the classification Speech Language Pathologists from the TEA bargaining unit. The parties agree as follows:

1. The District employs and TEA represents approximately 646 certificated employees who are part of the TEA bargaining unit.
2. The District employs and TEA currently represents approximately 3 certificated employees (combined FTE is 2.8) in the position of Speech Language Pathologists (SLPs)
3. The Parties mutually agree that upon ratification of this agreement, the SLP classification will no longer be a classification within the TEA bargaining unit.
4. This agreement is made in compliance with the Educational Employment Relations Act and its Regulations. After full execution of this agreement, a copy shall be forwarded to the Public Employment Relations Board for the agency's records.
5. Both parties acknowledge that they have the authority to enter into this agreement on behalf of their employees/bargaining unit.

SIGNED:

On Behalf of the District:



Date: 11/28/18

On Behalf of TEA:



Date: 11/28/18