

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, OCTOBER 23, 2012

**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

1. Call to Order

2. Roll Call – Establish Quorum

Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, G. Silva, B. Swenson, J. Vaughn.
Staff: J. Franco, C. Goodall, S. Harrison and B. Etcheverry.

3. Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.

3.1 Educational Services:

3.1.1 Finding of Fact #12-13/13, 14, 15, 16

3.1.2 Application for Reinstatement #12-13/13

Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.

3.1.3 Waiver of Expulsion #12-13/3

Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.

3.1.4 PE Exemption – THS#1018983

Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.

3.2 Human Resources:

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

Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.

3.2.2 Conference with Labor Negotiator

Agency Negotiator: Sheila Harrison

Assistant Superintendent of Educational Services & Human Resources

Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. **Closed Session Issues:** Pg. No.
- 6a Finding of Fact #12-13/13, 14, 15, 16
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
- 6b Report Out of Action Taken on Application for Reinstatement #12-13/13
Action: Vote: Yes __; No __; Absent __; Abstain __
- 6c Report Out of Action Taken on Waiver of Expulsion #12-13/#3
Action: Vote: Yes __; No __; Absent __; Abstain __
- 6d Report Out of Action Taken on PE Exemption – THS#1018983
Action: Vote: Yes __; No __; Absent __; Abstain __
7. **Approve Regular Minutes of October 9, 2012.** 1-3
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __.
8. **Student Representative Reports:** Kimball High: Brianna Pekari; Tracy High: Ivan Diaz; West High: Natasha Bartolome; Stein High: Justin Chapman-Varela; Kelly School: Michael Sigua and Isabella Flores; Williams Middle School: Morgan Bucy and Bailey Hoffmann
9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement: None.
10. **Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item will 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 speaker's card at the secretary's desk).
This is a period in which members of the public may address the Board on any subject within the Board's jurisdiction that is not on the agenda. The Brown Act does not allow the Board to take action or discuss items which are not on the agenda. This is because other members of the public have not been notified through the agenda that the subject of the statement would be discussed at this Board meeting.
The Board may ask for the item to be placed on a future agenda, direct the speaker to a person who can help, or provide the speaker with the correct procedure to follow to address his/her problem. All speakers have a constitutional right to free speech. As a protective measure, we would like to remind you that if you say something which might give another person the right to pursue legal recourse against you. There is a record of this meeting. This does not mean you cannot criticize employees of the District. However, we would suggest that you do it without using names. We would also suggest that you use the personnel complaint procedures. The board can only hear and address complaints which have been processed in line with the policy. You may obtain copies of the policy from Human Resources, and staff will assist you.
11. **Information & Discussion Items:** An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.
- 11.1 **Administrative & Business Services:**
- 11.1.1 Receive Report on Actuarial Study of Post Employment Benefits In 4-31
Support of Governmental Accounting Standards Board Statement 45

11.2	Educational Services:	Pg. No.
11.2.1	Receive Report on the Accountability Progress Report (APR) for 2011-2012	32
11.2.2	Receive District Discipline Review Board Year-End Report for the 2011-2012 School Year	33-37
11.2.3	Receive Report and Review Comprehensive High/Middle School No Fighting Contract	38-41
12.	PUBLIC HEARING: None.	
13.	Consent Items: Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items. Action: Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___	
13.1	Administrative & Business Services:	
13.1.1	Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District	42-43
13.1.2	Approve Assembly, Service, Business and Food Vendors	44-50
13.1.3	Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	51-52
13.1.4	Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	53-54
13.1.5	Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	55-56
13.2	Educational Services:	
13.2.1	Approve Agreement for Special Contract Services with Gallagher de Signs to Paint the Interior Wall of the Administration Building at John C. Kimball High School with the School Name, Academic Reflection and Kimball PRIDE	57-59
13.2.2	Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Regional System of District and School Support (RSDSS) and Tracy Unified School District for the 2012-2013 School Year	60-65
13.2.3	Approve Overnight Travel for West High Black Student Union to Attend the 2013 United Black Student Unions of California Annual Convention in Bakersfield, California on April 5 - 7, 2013	66
13.3	Human Resources:	
13.3.1	Approve Classified, Certificated and/or Management Employment	67-68
13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	69

- 14. Action Items:** Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items. **Pg. No.**
- 14.1 Administrative & Business Services:**
- 14.1.1** Update on the Measure E “Priority 1” Projects and Approve Moving Forward with DSA Design and Construction Documents **70**
Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent___; Abstain ___.
- 14.1.2** Approve and Appoint the Selected Applicants for Specified Terms on the Measure S and Measure E Bond Oversight Committees **71**
Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent___; Abstain ___.
- 14.1.3** Approve Plan for the Tracy High School Baseball Field Project at Monte Vista Middle School **72**
Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent___; Abstain ___.
- 14.1.4** Appoint Walter Gouveia, James Vaughn and Jill Costa to the Tracy Unified School District Board of Education for the years 2012 through 2016 Pursuant to California Education Code 5326 and 5328 **72a**
Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent___; Abstain ___.
- 14.2 Educational Services:**
- 14.2.1** Approve Adoption of High School Spanish 5 Advanced Placement Textbooks **73**
Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent___; Abstain ___.
- 14.3 Human Resources:**
- 14.3.1** Approve Student Teaching Agreement with University of Phoenix **74-81**
Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent___; Abstain ___.
- 15. Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
- 16. Superintendent’s Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.
- 17. Board Meeting Calendar:**
- 17.1** November 13, 2012
17.2 December 11, 2012
17.3 January 8, 2013
17.4 January 22, 2013
- 18. Upcoming Events:**
- 18.1** November 12, 2012 **No School, Veteran’s Day**
18.2 November 19-23, 2012 **No School, Thanksgiving Break**
18.3 Dec. 17-Jan. 1, 2013 **No School, Winter Break**
18.4 January 21, 2013 **No School, MLK 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, October 9, 2012**

- 5:30 PM:** President Costa called the meeting to order and adjourned to closed session.
- Roll Call:** Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, G. Silva, B. Swenson, J. Vaughn (late to closed session)
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry
- 7:05 PM:** President Costa called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** **6a** Finding of Fact #12-13/8, 11
Action: Silva, Crandall. **Vote:** Yes-7; No-0.
6b Report Out of Action Taken on Application for Reinstatement #12-13/10, 11, 12
Action: **Vote:** Yes-6; No-0; Absent-1(Vaughn)
6c Report Out of Action Taken on Waiver of Expulsion #12-13/3
Action: **Vote:** Yes-6; No-0; Absent-1(Vaughn)
6d Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-169, Pursuant to Article XXIII
Action: Approved. **Vote:** Yes-6; No-0; Absent-1(Vaughn)
- Employees Present:** C. Minter, C. Sasser, A. Silva, T. Ayala, J. Yasemsky, B. Carter P. Hall, D. Sonnenburg, J. Aquires, S. Shiroma-Lee
- Press:** None.
- Visitors Present:** J. Wesely
- Minutes:** Approve Regular Minutes of September 25, 2012
Action: Guzman, Swenson. **Vote:** Yes-6; No-0; Abstain-1(Crandall)
- Student Rep Report:** None.
- Recognition & Presentations:** 9.1 Recognize and Congratulate Sharon Shiroma-Lee for Being Named Teacher of the Year in the 2012 Spirit of Literacy Awards.
- Assistant Superintendent of Educational Services and Human Resources, Dr. Sheila Harrison congratulated Sharon Shiroma-Lee for receiving the San Joaquin A+ award of teacher of the year. The organization recognizes individuals and organizations who contribute to the development of literacy. The event was held September 17th at Wine and Roses. Sharon is a 2nd grade teacher at Jacobson School and has gained great respect from parents, students and staff. Dr. Franco presented her with certificate.
- 9.2 Hirsch School Update

Principal, Andrea Silva, presented a power point with teacher Jean Squires. Hirsch currently has 611 students, 133 of which are English Learners. She reviewed the AMAO scores which measures oral language abilities. ELD is incorporated into every teacher's daily lesson plans along with the use of SDAIE strategies - specially designed academic instruction in English. Teachers use various other strategies such as clearly stated objectives, checking for understanding, teacher modeling and rigorous core curriculum. An aid works 3 hours a day, 2 of which are in Kindergarten. Additionally, Ms. Squires spends 1.5 hours in the afternoon working with first graders. They plan to hire another instructional aid for an additional 2 hours each day. Teachers are implementing many Nancy Fetzer strategies and enhancing what they already use. A short video was played that showed students in classrooms using some of the strategies for ELA and Math.

Hearing of Delegations

None.

Information & Discussion Items:

11.1 Administrative & Business Services: None.

11.2 Educational Services:

11.2.1 Receive Report on High School Spanish 5 Advanced Placement Textbook Adoption

Director of IMC, Dr. Donna Sonnenburg, presented a power point which reviewed the rationale for AP 5 Spanish Literature. AP has a new exam with major changes, which made it necessary to upgrade the textbook. She reviewed the selection process, strengths, costs and next steps. The cost will be \$2500.00 which includes 35 student editions and teacher access to online support.

Public Hearing:

None.

Consent Items:

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

13.1 Administrative & Business Services:

13.1.1 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District

13.1.2 Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

13.2 Educational Services:

13.2.1 Ratify Contract with Rick Bledsoe, ATP

13.2.2 Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Regional System of District and School Support (RSDSS) and John C. Kimball High School for the 2011-2012 School Year

13.2.3 Approve Agreement for Special Contract Services with Peacemakers to Provide Tutoring for EL Students at Williams Middle School for the 2012-2013 School Year

- 13.3 Human Resources:**
- 13.3.1** Approve Classified, Certificated and/or Management Employment
- 13.3.2** Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment

Action Items:

- 14.1 Administrative & Business Services:** None.
- 14.2 Educational Services:**
- 14.2.1** Ratify Master Contract and Individual Service Agreements with North Valley School, Inc. for the 2012-2013 School Year
(Separate Cover Item)
- Action:** Guzman, Swenson. **Vote:** Yes-7; No-0.
- 14.2.2** Ratify Contract with Therapeutic Pathways, Inc. for Consultation Services for the 2012-2013 School Year
- Action:** Crandall, Vaughn. **Vote:** Yes-7; No-0.

Board Reports:

Trustee Gouveia attended the Parks and Rec meeting and discussed some of the contracts with Holly Sugar. By December most of the infrastructure should be complete. They also discussed the possibility of the Tracy Ballpark being sold. The community is petitioning against it. Trustee Swenson went to the Tracy High FEAST lab for another delicious meal. On September. 22 there were 3 class reunions. He the 1982 event at the Portuguese Hall. The class of 1972 was his older daughter and he enjoyed visiting with a few of the classmates from the neighborhood. Class of 57 will be here next and he will attend that reunion. He also attended 2 baseball meetings. Tracy High baseball has been relocated to the Monte Vista site. They are getting all the issues worked out. Trustee Guzman Passed. Trustee Crandall appreciated Paul Hall's efforts of having less expulsions coming to the board. Trustee Vaughn passed. Trustee Silva attended a meeting on the progress on construction of various facilities. He congratulated Bonny and Anthony and for their efforts in keeping on track. He attended the Homefield Advantage fundraiser which was very successful. Trustee Costa thanked everyone who made donations, Main Street Music, Rainforth Grau, RGM, Fireside Auto Finance and donorschoose.org. Paul Hall reported that there is now a joint resolution with the City of Tracy on anti-bullying. There is information on school websites. Bohn Elementary will have a presentation for parents tomorrow.

Superintendent Report:

Dr. Franco commented that at the next meeting they can meet a little earlier so that they board could tour the West High Theater. It's homecoming time and Kimball High started it off with the powder puff game, which he announced last night. It is important for parents to attend the teacher conferences that are coming up – attended your conferences. Dr. Carol Woo is putting together a report with our API scores and will officially be out on Thursday. We will have a comprehensive report on the scores at our next meeting. The Parent/Supt group will meet on Tuesday, October 16th and Dr. Goodall will present facts on Propositions 30 and 38.

7:50p.m.



BUSINESS SERVICES MEMORANDUM

TO: James Franco, Superintendent
FROM: C. Goodall, Associate Superintendent for Business Services
DATE: October 23, 2012
SUBJECT: Receive Report on Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 45

BACKGROUND: In August of 2004, the Governmental Accounting Standards Board (GASB) issued Statement Number 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, which addressed how state and local governments should account for and report their costs and obligations related to postemployment healthcare and other nonpension benefits. Collectively, these benefits are commonly referred to as Other Postemployment Benefits (OPEB), and the statement is commonly referred to as "GASB 45."

The GASB is the independent, not-for-profit organization formed in 1984 that establishes and improves financial accounting and reporting standards for state and local governments. Its seven members are drawn from the Board's diverse constituency, including preparers and auditors of government financial statements, users of those statements and members of the academic community.

GASB 45 generally requires that state and local governmental employers account for and report the annual cost of OPEB and the outstanding obligations and commitments related to OPEB in essentially the same manner as they currently do for pensions. Annual OPEB cost for most employers will be based on actuarially determined amounts that, if paid on an ongoing basis, generally would provide sufficient resources to pay benefits as they come due. The provisions of Statement 45 may be applied prospectively and do not require governments to fund their OPEB plans. An employer may establish its OPEB liability at zero as of the beginning of the initial year of implementation; however, the unfunded actuarial liability is required to be amortized over future periods.

Statement 45 also establishes disclosure requirements for information about the plans in which an employer participates, the funding policy followed, the actuarial valuation process and assumptions, and, for certain employers, the extent to which the plan has been funded over time.

Like most other state and local governmental agencies, Tracy Unified has followed a "pay-as-you-go" accounting approach in which the cost of benefits is not reported until after employees

retire. According to the GASB 45 approach, this approach is not comprehensive—only revealing a limited amount of data and failing to account for costs and obligations incurred as governments receive employee services each year for which they have promised future benefit payments in exchange. Tracy Unified School District was required to implement the provisions of GASB 45 on July 1, 2008.

Implementation of GASB 45 will report, for the first time, annual OPEB cost and their unfunded actuarial accrued liabilities for past service costs. Theoretically, this will foster improved accountability and a better foundation for informed policy decisions about, for example, the level and types of benefits provided and potential methods of financing those benefits. The Standard also:

- Results in reporting the estimated cost of the benefits as expense each year *during the years that employees are providing services* to the government and its constituents in exchange for those benefits.
- Provides, to the diverse users of a government's financial reports, more accurate information about the *total cost of the services* that a government provides to its constituents.
- Clarifies whether the amount a government has paid or contributed for OPEB during the report year has covered its annual OPEB cost. Generally, the more of its annual OPEB cost that a government chooses to defer, the higher will be (a) its unfunded actuarial accrued liability and (b) the cash flow demands on the government and its tax or rate payers in future years.
- Provides better information to report users about a government's *unfunded actuarial accrued liabilities* (the difference between a government's total obligation for OPEB and any assets it has set aside for financing the benefits) and changes in the *funded status of the benefits* over time.

Some common misconceptions of GASB 45 include:

- That it requires governments to fund OPEB. Statement 45 establishes standards for *accounting and financial reporting*. How a government actually finances benefits is a policy decision made by government officials. The objective of Statement 45 is to more accurately reflect the financial effects of OPEB transactions, including the amounts paid or contributed by the government, whatever those amounts may be.
- That it requires immediate reporting of a financial-statement liability for the entire unfunded actuarial accrued liability. Statement 45 does not require immediate recognition of the unfunded actuarial accrued liability (UAAL) as a financial-statement liability. The requirements regarding the reporting of an OPEB liability on the face of the financial statements work as follows:
 - Governments may apply Statement 45 prospectively. At the beginning of the year of implementation, nearly all governments will start with zero financial-statement liability.
 - From that point forward, a government will accumulate a liability called the *net OPEB obligation*, if and to the extent its actual OPEB contributions are less than its annual OPEB cost, or expense.
 - The net OPEB obligation (not the same as the UAAL) will increase rapidly over time if, for example, a government's OPEB financing policy is pay-as-you-go,

and the amounts paid for current premiums are much less than the annual OPEB cost.

- Statement 45 does, however, also require the *disclosure* of information about the *funded status* of the plan, including the UAAL, in the notes to the financial statements—and the presentation of multi-year funding progress trend information as a required supplementary schedule.
- That it requires governments to report “future costs” for OPEB. It is misleading and incorrect to describe accrual accounting for OPEB as requiring the expensing of “future costs.” From an accrual accounting standpoint (the basis of accounting required for all transactions in the government-wide financial statements), the reported expenses relate entirely to transactions (exchanges of employee services for the promised future benefits) that *already have occurred*. Statement 45 requires governments to report costs and obligations incurred as a consequence of receiving employee services, for which benefits are owed in exchange. The *normal cost* component of annual expense is the portion of the present value of estimated total benefits that is attributed to services received in the current year. The annual expense also includes an amortization component representing a portion of the UAAL, which relates to past service costs. Estimated benefit costs associated with *projected future years of service* are *not reported*.

RATIONALE: The first step in preparing to implement GASB 45 is to conduct an actuarial study. Total Compensation Systems, Inc. is a health actuarial consulting firm specializing in California public school employers. Their services have been utilized by the San Joaquin County Office of Education, who have recommended them to TUSD.

FUNDING: None

RECOMMENDATION: Approve Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 45

PREPARED BY: S. Reed Call, Director of Financial Services

**Tracy Joint Unified School District
Actuarial Study of
Retiree Health Liabilities
As of September 1, 2011**

*Prepared by:
Total Compensation Systems, Inc.*

Date: December 6, 2011

Total Compensation Systems, Inc.

Table of Contents

PART I: EXECUTIVE SUMMARY	3
A. INTRODUCTION.....	3
B. GENERAL FINDINGS.....	4
C. DESCRIPTION OF RETIREE BENEFITS	4
D. RECOMMENDATIONS.....	5
PART II: BACKGROUND.....	7
A. SUMMARY	7
B. ACTUARIAL ACCRUAL.....	7
PART III: LIABILITIES AND COSTS FOR RETIREE BENEFITS	9
A. INTRODUCTION.....	9
B. MEDICARE.....	9
C. LIABILITY FOR RETIREE BENEFITS.....	9
D. COST TO PREFUND RETIREE BENEFITS	10
1. <i>Normal Cost</i>	10
2. <i>Amortization of Unfunded Actuarial Accrued Liability (UAAL)</i>	11
3. <i>Annual Required Contributions (ARC)</i>	11
4. <i>Other Components of Annual OPEB Cost (AOC)</i>	12
PART IV: "PAY AS YOU GO" FUNDING OF RETIREE BENEFITS	13
PART V: RECOMMENDATIONS FOR FUTURE VALUATIONS	14
PART VI: APPENDICES	15
APPENDIX A: MATERIALS USED FOR THIS STUDY.....	15
APPENDIX B: EFFECT OF ASSUMPTIONS USED IN CALCULATIONS	16
APPENDIX C: ACTUARIAL ASSUMPTIONS AND METHODS.....	17
APPENDIX D: DISTRIBUTION OF ELIGIBLE PARTICIPANTS BY AGE	21
APPENDIX E: CALCULATION OF GASB 43/45 ACCOUNTING ENTRIES.....	22
APPENDIX F: GLOSSARY OF RETIREE HEALTH VALUATION TERMS.....	24

Total Compensation Systems, Inc.

Tracy Joint Unified School District Actuarial Study of Retiree Health Liabilities

PART I: EXECUTIVE SUMMARY

A. Introduction

Tracy Joint Unified School District engaged Total Compensation Systems, Inc. (TCS) to analyze liabilities associated with its current retiree health program as of September 1, 2011 (the valuation date). The numbers in this report are based on the assumption that they will first be used to determine accounting entries for the fiscal year ending June 30, 2012. If the report will first be used for a different fiscal year, the numbers will need to be adjusted accordingly.

This report does not reflect any cash benefits paid unless the retiree is required to provide proof that the cash benefits are used to reimburse the retiree's cost of health benefits. Costs and liabilities attributable to cash benefits paid to retirees are reportable under Governmental Accounting Standards Board (GASB) Standards 25/27.

This actuarial study is intended to serve the following purposes:

- » To provide information to enable Tracy JUSD to manage the costs and liabilities associated with its retiree health benefits.
- » To provide information to enable Tracy JUSD to communicate the financial implications of retiree health benefits to internal financial staff, the Board, employee groups and other affected parties.
- » To provide information needed to comply with Governmental Accounting Standards Board Accounting Standards 43 and 45 related to "other postemployment benefits" (OPEB's).

Because this report was prepared in compliance with GASB 43 and 45, as appropriate, Tracy JUSD should not use this report for any other purpose without discussion with TCS. This means that any discussions with employee groups, governing Boards, etc. should be restricted to the implications of GASB 43 and 45 compliance.

This actuarial report includes several estimates for Tracy JUSD's retiree health program. In addition to the tables included in this report, we also performed cash flow adequacy tests as required under Actuarial Standard of Practice 6 (ASOP 6). Our cash flow adequacy testing covers a twenty-year period. We would be happy to make this cash flow adequacy test available to Tracy JUSD in spreadsheet format upon request.

We calculated the following estimates separately for active employees and retirees. As requested, we also separated results by the following employee classifications: Certificated, Classified and Management. We estimated the following:

- the total liability created. (The actuarial present value of total projected benefits or APVTPB)
- the ten year "pay-as-you-go" cost to provide these benefits.
- the "actuarial accrued liability (AAL)." (The AAL is the portion of the APVTPB attributable to employees' service prior to the valuation date.)

Total Compensation Systems, Inc.

- the amount necessary to amortize the UAAL over a period of 30 years.
- the annual contribution required to fund retiree benefits over the working lifetime of eligible employees (the "normal cost").
- The Annual Required Contribution (ARC) which is the basis of calculating the annual OPEB cost and net OPEB obligation under GASB 43 and 45.

We summarized the data used to perform this study in Appendix A. No effort was made to verify this information beyond brief tests for reasonableness and consistency.

All cost and liability figures contained in this study are estimates of future results. Future results can vary dramatically and the accuracy of estimates contained in this report depends on the actuarial assumptions used. Normal costs and liabilities could easily vary by 10 - 20% or more from estimates contained in this report.

B. General Findings

We estimate the "pay-as-you-go" cost of providing retiree health benefits in the year beginning September 1, 2011 to be \$1,789,317 (see Section IV.A.). The "pay-as-you-go" cost is the cost of benefits for current retirees.

For current employees, the value of benefits "accrued" in the year beginning September 1, 2011 (the normal cost) is \$1,554,328. This normal cost would increase each year based on covered payroll. Had Tracy JUSD begun accruing retiree health benefits when each current employee and retiree was hired, a substantial liability would have accumulated. We estimate the amount that would have accumulated to be \$20,324,156. This amount is called the "actuarial accrued liability" (AAL). The remaining unamortized balance of the initial unfunded AAL (UAAL) is \$21,835,086. This leaves a "residual" AAL of *negative* \$1,510,930.

We calculated the annual cost to amortize the residual unfunded actuarial accrued liability using a 5% discount rate. We used an open 30 year amortization period. The current year cost to amortize the residual unfunded actuarial accrued liability is *negative* \$66,924.

Combining the normal cost with both the initial and residual UAAL amortization costs produces an annual required contribution (ARC) of \$2,740,735. The ARC is used as the basis for determining expenses and liabilities under GASB 43/45. The ARC is used in lieu of (rather than in addition to) the "pay-as-you-go" cost.

We based all of the above estimates on employees as of September, 2011. Over time, liabilities and cash flow will vary based on the number and demographic characteristics of employees and retirees.

C. Description of Retiree Benefits

Following is a description of the current retiree benefit plan:

Total Compensation Systems, Inc.

	<u>Certificated</u>	<u>Classified</u>	<u>Management</u>
Benefit types provided	Medical, dental and vision	Medical, dental and vision	Medical, dental and vision
Duration of Benefits	To age 65	To age 65	To age 65
Required Service	10 years*	10 years	10 years
Minimum Age	55	55	55
Dependent Coverage	Yes	Yes	Yes
District Contribution %	100%	100%	100%
District Cap	\$8432 per year**	\$8432 per year**	\$8162 per year**

*Equivalent full-time service

**For those retiring prior to July 1, 2008, District pays full cost

D. Recommendations

It is outside the scope of this report to make specific recommendations of actions Tracy JUSD should take to manage the substantial liability created by the current retiree health program. Total Compensation Systems, Inc. can assist in identifying and evaluating options once this report has been studied. The following recommendations are intended only to allow the District to get more information from this and future studies. Because we have not conducted a comprehensive administrative audit of Tracy JUSD's practices, it is possible that Tracy JUSD is already complying with some or all of our recommendations.

- We recommend that Tracy JUSD inventory all benefits and services provided to retirees -- whether contractually or not and whether retiree-paid or not. For each, Tracy JUSD should determine whether the benefit is material and subject to GASB 43 and/or 45.
- We recommend that Tracy JUSD conduct a study whenever events or contemplated actions significantly affect present or future liabilities, but no less frequently than every two or three years, as required under GASB 43/45.
- We recommend that the District communicate the magnitude of these costs to employees and include employees in discussions of options to control the costs.
- Under GASB 45, it is important to isolate the cost of retiree health benefits. Tracy JUSD should have all premiums, claims and expenses for retirees separated from active employee premiums, claims, expenses, etc. To the extent any retiree benefits are made available to retirees over the age of 65 -- *even on a retiree-pay-all basis* -- all premiums, claims and expenses for post-65 retiree coverage should be segregated from those for pre-65 coverage. Furthermore, Tracy JUSD should arrange for the rates or prices of all retiree benefits to be set on what is expected to be a self-sustaining basis.
- Tracy JUSD should establish a way of designating employees as eligible or ineligible for future OPEB benefits. Ineligible employees can include those in ineligible job classes; those hired after a designated date restricting eligibility; those who, due to their age at hire cannot qualify for District-paid OPEB benefits; employees who exceed the termination age for OPEB benefits, etc.
- Several assumptions were made in estimating costs and liabilities under Tracy JUSD's

Total Compensation Systems, Inc.

retiree health program. Further studies may be desired to validate any assumptions where there is any doubt that the assumption is appropriate. (See Appendices B and C for a list of assumptions and concerns.) For example, Tracy JUSD should maintain a retiree database that includes – in addition to date of birth, gender and employee classification – retirement date and (if applicable) dependent date of birth, relationship and gender. It will also be helpful for Tracy JUSD to maintain employment termination information – namely, the number of OPEB-eligible employees in each employee class that terminate employment each year for reasons other than death, disability or retirement.

Respectfully submitted,



Geoffrey L. Kischuk, FSA, MAAA, FCA
Consultant
Total Compensation Systems, Inc.
(805) 496-1700

Total Compensation Systems, Inc.

PART II: BACKGROUND

A. Summary

Accounting principles provide that the cost of retiree benefits should be “accrued” over employees' working lifetime. For this reason, the Governmental Accounting Standards Board (GASB) issued in 2004 Accounting Standards 43 and 45 for retiree health benefits. These standards apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees (including early retirees).

B. Actuarial Accrual

To actuarially accrue retiree health benefits requires determining the amount to expense each year so that the liability accumulated at retirement is, on average, sufficient (with interest) to cover all retiree health expenditures without the need for additional expenses. There are many different ways to determine the annual accrual amount. The calculation method used is called an “actuarial cost method.”

Under most actuarial cost methods, there are two components of actuarial cost - a “normal cost” and amortization of something called the “unfunded actuarial accrued liability.” Both accounting standards and actuarial standards usually address these two components separately (though alternative terminology is sometimes used).

The normal cost can be thought of as the value of the benefit earned each year if benefits are accrued during the working lifetime of employees. This report will not discuss differences between actuarial cost methods or their application. Instead, following is a description of a commonly used, generally accepted actuarial cost method that will be permitted under GASB 43 and 45. This actuarial cost method is called the “entry age normal” method.

Under the entry age normal cost method, the actuary determines the annual amount needing to be expensed from hire until retirement to fully accrue the cost of retiree health benefits. This amount is the normal cost. Under GASB 43 and 45, normal cost can be expressed either as a level dollar amount or a level percentage of payroll.

The normal cost is determined using several key assumptions:

- The current *cost of retiree health benefits* (often varying by age, Medicare status and/or dependent coverage). The higher the current cost of retiree benefits, the higher the normal cost.
- The “*trend*” *rate* at which retiree health benefits are expected to increase over time. A higher trend rate increases the normal cost. A “cap” on District contributions can reduce trend to zero once the cap is reached thereby dramatically reducing normal costs.
- *Mortality rates* varying by age and sex. (Unisex mortality rates are not often used as individual OPEB benefits do not depend on the mortality table used.) If employees die prior to retirement, past contributions are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination or reduction. Although higher mortality rates reduce normal costs, the mortality assumption is not likely to vary from employer to employer.
- *Employment termination rates* have the same effect as mortality inasmuch as higher termination rates reduce normal costs. Employment termination can vary considerably between public agencies.
- The *service requirement* reflects years of service required to earn full or partial retiree benefits.

Total Compensation Systems, Inc.

While a longer service requirement reduces costs, cost reductions are not usually substantial unless the service period exceeds 20 years of service.

- **Retirement rates** determine what proportion of employees retire at each age (assuming employees reach the requisite length of service). Retirement rates often vary by employee classification and implicitly reflect the minimum retirement age required for eligibility. Retirement rates also depend on the amount of pension benefits available. Higher retirement rates increase normal costs but, except for differences in minimum retirement age, retirement rates tend to be consistent between public agencies for each employee type.
- **Participation rates** indicate what proportion of retirees are expected to elect retiree health benefits if a significant retiree contribution is required. Higher participation rates increase costs.
- The **discount rate** estimates investment earnings for assets earmarked to cover retiree health benefit liabilities. The discount rate depends on the nature of underlying assets. For example, employer funds earning money market rates in the county treasury are likely to earn far less than an irrevocable trust containing a diversified asset portfolio including stocks, bonds, etc. A higher discount rate can dramatically lower normal costs. GASB 43 and 45 require the interest assumption to reflect likely *long term* investment return.

The assumptions listed above are not exhaustive, but are the most common assumptions used in actuarial cost calculations. The actuary selects the assumptions which - taken together - will yield reasonable results. It's not necessary (or even possible) to predict individual assumptions with complete accuracy.

If all actuarial assumptions are exactly met and an employer expensed the normal cost every year for all past and current employees and retirees, a sizeable liability would have accumulated (after adding interest and subtracting retiree benefit costs). The liability that would have accumulated is called the actuarial accrued liability or AAL. The excess of AAL over the **actuarial value of plan assets** is called the *unfunded* actuarial accrued liability (or UAAL). Under GASB 43 and 45, in order for assets to count toward offsetting the AAL, the assets have to be held in an irrevocable trust that is safe from creditors and can only be used to provide OPEB benefits to eligible participants.

The actuarial accrued liability (AAL) can arise in several ways. At inception of GASB 43 and 45, there is usually a substantial UAAL. Some portion of this amount can be established as the "transition obligation" subject to certain constraints. UAAL can also increase as the result of operation of a retiree health plan - e.g., as a result of plan changes or changes in actuarial assumptions. Finally, AAL can arise from actuarial gains and losses. Actuarial gains and losses result from differences between actuarial assumptions and actual plan experience.

Under GASB 43 and 45, employers have several options on how the UAAL can be amortized as follows:

- The employer can select an amortization period of 1 to 30 years. (For certain situations that result in a reduction of the AAL, the amortization period must be at least 10 years.)
- The employer may apply the same amortization period to the total combined UAAL or can apply different periods to different components of the UAAL.
- The employer may elect a "closed" or "open" amortization period.
- The employer may choose to amortize on a level dollar or level percentage of payroll method.

Total Compensation Systems, Inc.

PART III: LIABILITIES AND COSTS FOR RETIREE BENEFITS

A. Introduction.

We calculated the actuarial present value of projected benefits (APVPB) separately for each employee. We determined eligibility for retiree benefits based on information supplied by Tracy JUSD. We then selected assumptions for the factors discussed in the above Section that, based on plan experience and our training and experience, represent our best prediction of future plan experience. For each employee, we applied the appropriate factors based on the employee's age, sex and length of service.

We summarized actuarial assumptions used for this study in Appendix C.

B. Medicare

The extent of Medicare coverage can affect projections of retiree health costs. The method of coordinating Medicare benefits with the retiree health plan's benefits can have a substantial impact on retiree health costs. We will be happy to provide more information about Medicare integration methods if requested.

C. Liability for Retiree Benefits.

For each employee, we projected future premium costs using an assumed trend rate (see Appendix C). To the extent Tracy JUSD uses contribution caps, the influence of the trend factor is further reduced.

We multiplied each year's projected cost by the probability that premium will be paid; i.e. based on the probability that the employee is living, has not terminated employment and has retired. The probability that premium will be paid is zero if the employee is not eligible. The employee is not eligible if s/he has not met minimum service, minimum age or, if applicable, maximum age requirements.

The product of each year's premium cost and the probability that premium will be paid equals the expected cost for that year. We discounted the expected cost for each year to the valuation date September 1, 2011 at 5% interest.

Finally, we multiplied the above discounted expected cost figures by the probability that the retiree would elect coverage. A retiree may not elect to be covered if retiree health coverage is available less expensively from another source (e.g. Medicare risk contract) or the retiree is covered under a spouse's plan.

For any current retirees, the approach used was similar. The major difference is that the probability of payment for current retirees depends only on mortality and age restrictions (i.e. for retired employees the probability of being retired and of not being terminated are always both 1.0000).

We added the APVPB for all employees to get the actuarial present value of total projected benefits (APVTPB). The APVTPB is the estimated present value of all future retiree health benefits for all **current** employees and retirees. The APVTPB is the amount on September 1, 2011 that, if all actuarial assumptions are exactly right, would be sufficient to expense all promised benefits until the last current employee or retiree dies or reaches the maximum eligibility age.

Total Compensation Systems, Inc.

Actuarial Present Value of Total Projected Benefits

September 1, 2011	<u>Total</u>	<u>Certificated</u>	<u>Classified</u>	<u>Management</u>
Active: Pre-65	\$30,273,239	\$19,075,080	\$9,049,591	\$2,148,568
Post-65	\$0	\$0	\$0	\$0
Subtotal	\$30,273,239	\$19,075,080	\$9,049,591	\$2,148,568
Retiree: Pre-65	\$5,325,776	\$2,733,267	\$1,985,748	\$606,761
Post-65	\$162,756	\$0	\$0	\$162,756
Subtotal	\$5,488,532	\$2,733,267	\$1,985,748	\$769,517
Grand Total	\$35,761,771	\$21,808,347	\$11,035,339	\$2,918,085
Subtotal Pre-65	\$35,599,016	\$21,808,347	\$11,035,339	\$2,755,330
Subtotal Post-65	\$162,756	\$0	\$0	\$162,756

The APVTPB should be accrued over the working lifetime of employees. At any time much of it has not been "earned" by employees. The APVTPB is used to develop expense and liability figures. To do so, the APVTFB is divided into two parts: the portions attributable to service rendered prior to the valuation date (the past service liability or actuarial accrued liability under GASB 43 and 45) and to service after the valuation date but prior to retirement (the future service liability).

The past service and future service liabilities are each funded in a different way. We will start with the future service liability which is funded by the normal cost.

D. Cost to Prefund Retiree Benefits

1. Normal Cost

The average hire age for eligible employees is 35. To accrue the liability by retirement, the District would accrue the retiree liability over a period of about 25 years (assuming an average retirement age of 60). We applied an "entry age normal" actuarial cost method to determine funding rates for active employees. The table below summarizes the calculated normal cost.

Normal Cost Year Beginning

September 1, 2011	<u>Total</u>	<u>Certificated</u>	<u>Classified</u>	<u>Management</u>
# of Employees	1220	702	430	88
Per Capita Normal Cost				
Pre-65 Benefit	N/A	\$1,317	\$1,243	\$1,083
Post-65 Benefit	N/A	\$0	\$0	\$0

First Year Normal Cost

Pre-65 Benefit	\$1,554,328	\$924,534	\$534,490	\$95,304
Post-65 Benefit	\$0	\$0	\$0	\$0
Total	\$1,554,328	\$924,534	\$534,490	\$95,304

Accruing retiree health benefit costs using normal costs levels out the cost of retiree health benefits over

Total Compensation Systems, Inc.

time and more fairly reflects the value of benefits "earned" each year by employees. This normal cost would increase each year based on covered payroll.

2. Amortization of Unfunded Actuarial Accrued Liability (UAAL)

If actuarial assumptions are borne out by experience, the District will fully accrue retiree benefits by expensing an amount each year that equals the normal cost. If no accruals had taken place in the past, there would be a shortfall of many years' accruals, accumulated interest and forfeitures for terminated or deceased employees. This shortfall is called the actuarial accrued liability (AAL). We calculated the AAL as the APVTPB minus the present value of future normal costs.

The initial UAAL was amortized using a closed amortization period of 30 years. The District can amortize the remaining or residual UAAL over many years. The table below shows the annual amount necessary to amortize the UAAL over a period of 30 years at 5% interest. (Thirty years is the longest amortization period allowable under GASB 43 and 45.) GASB 43 and 45 will allow amortizing the UAAL using either payments that stay the same as a dollar amount, or payments that are a flat percentage of covered payroll over time. The figures below reflect the level percentage of payroll method. This amortization payment would increase each year based on covered payroll.

Actuarial Accrued Liability

as of September 1, 2011

	<u>Total</u>	<u>Certificated</u>	<u>Classified</u>	<u>Management</u>
Active: Pre-65	\$14,835,624	\$8,622,798	\$4,805,275	\$1,407,551
Post-65	\$0	\$0	\$0	\$0
Subtotal	\$14,835,624	\$8,622,798	\$4,805,275	\$1,407,551
Retiree: Pre-65	\$5,325,776	\$2,733,267	\$1,985,748	\$606,761
Post-65	\$162,756	\$0	\$0	\$162,756
Subtotal	\$5,488,532	\$2,733,267	\$1,985,748	\$769,517
Subtot Pre-65	\$20,161,400	\$11,356,065	\$6,791,023	\$2,014,312
Subtot Post-65	\$162,756	\$0	\$0	\$162,756
Grand Total	\$20,324,156	\$11,356,065	\$6,791,023	\$2,177,068
Unamortized Initial UAAL	\$21,835,086			
Residual AAL	\$(1,510,930)			
Residual UAAL Amortization at 5.0% over 30 Years	\$(66,924)			

3. Annual Required Contributions (ARC)

If the District determines retiree health plan expenses in accordance with GASB 43 and 45, costs will include both normal cost and one or more components of UAAL amortization costs. The sum of normal cost and UAAL amortization costs is called the Annual Required Contribution (ARC) and is shown below.

Total Compensation Systems, Inc.

Annual Required Contribution (ARC) Year Beginning

September 1, 2011

	<u>Total</u>
Normal Cost	\$1,554,328
Initial UAAL Amortization	\$1,253,331
Residual UAAL Amortization	<u>\$(66,924)</u>
ARC	\$2,740,735

The normal cost remains as long as there are active employees who may some day qualify for District-paid retiree health benefits. This normal cost would increase each year based on covered payroll.

4. Other Components of Annual OPEB Cost (AOC)

Expense and liability amounts may include more components of cost than the normal cost plus amortization of the UAAL. This will apply to employers that don't fully fund the Annual Required Cost (ARC) through an irrevocable trust.

- The annual OPEB cost (AOC) will include assumed interest on the net OPEB obligation (NOO). The annual OPEB cost will also include an amortization adjustment for the net OPEB obligation. (It should be noted that there is no NOO if the ARC is fully funded through a qualifying "plan".)
- The net OPEB obligation will equal the accumulated differences between the (AOC) and qualifying "plan" contributions.

Total Compensation Systems, Inc.

PART IV: "PAY AS YOU GO" FUNDING OF RETIREE BENEFITS

We used the actuarial assumptions shown in Appendix C to project ten year cash flow under the retiree health program. Because these cash flow estimates reflect average assumptions applied to a relatively small number of employees, estimates for individual years are certain to be *in*accurate. However, these estimates show the size of cash outflow.

The following table shows a projection of annual amounts needed to pay the District share of retiree health premiums.

Year				
Beginning				
September 1	<u>Total</u>	<u>Certificated</u>	<u>Classified</u>	<u>Management</u>
2011	\$1,789,317	\$878,409	\$643,058	\$267,850
2012	\$1,696,303	\$871,565	\$605,270	\$219,468
2013	\$1,616,777	\$833,413	\$601,647	\$181,717
2014	\$1,615,134	\$792,377	\$618,073	\$204,684
2015	\$1,527,288	\$773,007	\$598,423	\$155,858
2016	\$1,404,414	\$665,997	\$594,918	\$143,499
2017	\$1,485,855	\$666,779	\$638,289	\$180,787
2018	\$1,622,769	\$734,051	\$687,135	\$201,583
2019	\$1,809,847	\$773,703	\$813,721	\$222,423
2020	\$1,967,471	\$860,544	\$880,744	\$226,183

Total Compensation Systems, Inc.

PART V: RECOMMENDATIONS FOR FUTURE VALUATIONS

To effectively manage benefit costs, an employer must periodically examine the existing liability for retiree benefits as well as future annual expected premium costs. GASB 43/45 require biennial or triennial valuations. In addition, a valuation should be conducted whenever plan changes, changes in actuarial assumptions or other employer actions are likely to cause a material change in accrual costs and/or liabilities.

Following are examples of actions that could trigger a new valuation.

- An employer should perform a valuation whenever the employer considers or puts in place an early retirement incentive program.
- An employer should perform a valuation whenever the employer adopts a retiree benefit plan for some or all employees.
- An employer should perform a valuation whenever the employer considers or implements changes to retiree benefit provisions or eligibility requirements.
- An employer should perform a valuation whenever the employer introduces or changes retiree contributions.

We recommend Tracy JUSD take the following actions to ease future valuations.

- We have used our training, experience and information available to us to establish the actuarial assumptions used in this valuation. We have no information to indicate that any of the assumptions do not reasonably reflect future plan experience. However, the District should review the actuarial assumptions in Appendix C carefully. If the District has any reason to believe that any of these assumptions do not reasonably represent the expected future experience of the retiree health plan, the District should engage in discussions or perform analyses to determine the best estimate of the assumption in question.

Total Compensation Systems, Inc.

PART VI: APPENDICES

APPENDIX A: MATERIALS USED FOR THIS STUDY

We relied on the following materials to complete this study.

- We used paper reports and digital files containing employee demographic data from the District personnel records.
- We used relevant sections of collective bargaining agreements provided by the District.

APPENDIX B: EFFECT OF ASSUMPTIONS USED IN CALCULATIONS

While we believe the estimates in this study are reasonable overall, it was necessary for us to use assumptions which inevitably introduce errors. We believe that the errors caused by our assumptions will not materially affect study results. If the District wants more refined estimates for decision-making, we recommend additional investigation. Following is a brief summary of the impact of some of the more critical assumptions.

1. Where actuarial assumptions differ from expected experience, our estimates could be overstated or understated. One of the most critical assumptions is the medical trend rate. The District may want to commission further study to assess the sensitivity of liability estimates to our medical trend assumptions. For example, it may be helpful to know how liabilities would be affected by using a trend factor 1% higher than what was used in this study. There is an additional fee required to calculate the impact of alternative trend assumptions.
2. We used an "entry age normal" actuarial cost method to estimate the actuarial accrued liability and normal cost. GASB will allow this as one of several permissible methods under its upcoming accounting standard. Using a different cost method could result in a somewhat different recognition pattern of costs and liabilities.

Total Compensation Systems, Inc.

APPENDIX C: ACTUARIAL ASSUMPTIONS AND METHODS

Following is a summary of actuarial assumptions and methods used in this study. The District should carefully review these assumptions and methods to make sure they reflect the District's assessment of its underlying experience. It is important for Tracy JUSD to understand that the appropriateness of all selected actuarial assumptions and methods are Tracy JUSD's responsibility. Unless otherwise disclosed in this report, TCS believes that all methods and assumptions are within a reasonable range based on the provisions of GASB 43 and 45, applicable actuarial standards of practice, Tracy JUSD's actual historical experience, and TCS's judgement based on experience and training.

ACTUARIAL METHODS AND ASSUMPTIONS:

ACTUARIAL COST METHOD: Entry age normal. The allocation of OPEB cost is based on years of service. We used the level percentage of payroll method to allocate OPEB cost over years of service.

Entry age is based on the age at hire for eligible employees. The attribution period is determined as the difference between the expected retirement age and the age at hire. The present value of future benefits and present value of future normal costs are determined on an employee by employee basis and then aggregated.

To the extent that different benefit formulas apply to different employees of the same class, the normal cost is based on the benefit plan applicable to the most recently hired employees (including future hires if a new benefit formula has been agreed to and communicated to employees).

AMORTIZATION METHODS: We used the level percentage of payroll method to allocate amortization cost by year. We used a closed 30 year amortization period for the initial UAAL. We used an open 30 year amortization period for any residual UAAL.

SUBSTANTIVE PLAN: As required under GASB 43 and 45, we based the valuation on the substantive plan. The formulation of the substantive plan was based on a review of written plan documents as well as historical information provided by Tracy JUSD regarding practices with respect to employer and employee contributions and other relevant factors.

Total Compensation Systems, Inc.

ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 27 (ASOP 27). Among other things, ASOP 27 provides that economic assumptions should reflect a consistent underlying rate of general inflation. For that reason, we show our assumed long-term inflation rate below.

INFLATION: We assumed 3% per year.

INVESTMENT RETURN / DISCOUNT RATE: We assumed 5% per year. This is based on assumed long-term return on employer assets. We used the "Building Block Method" as described in ASOP 27 Paragraph 3.6.2. Our assessment of long-term returns for employer assets is based on long-term historical returns for surplus funds invested pursuant to California Government Code Sections 53601 et seq.

TREND: We assumed 4% per year. Our long-term trend assumption is based on the conclusion that, while medical trend will continue to be cyclical, the average increase over time cannot continue to outstrip general inflation by a wide margin. Trend increases in excess of general inflation result in dramatic increases in unemployment, the number of uninsured and the number of underinsured. These effects are nearing a tipping point which will inevitably result in fundamental changes in health care finance and/or delivery which will bring increases in health care costs more closely in line with general inflation. We do not believe it is reasonable to project historical trend vs. inflation differences several decades into the future.

PAYROLL INCREASE: We assumed 3% per year. This assumption applies only to the extent that either or both of the normal cost and/or UAAL amortization use the level percentage of payroll method. For purposes of applying the level percentage of payroll method, payroll increase must not assume any increases in staff or merit increases.

ACTUARIAL ASSET VALUATION: There were no plan assets on the valuation date.

Total Compensation Systems, Inc.

NON-ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 35 (ASOP 35).

MORTALITY: CalSTRS mortality for certificated employees.
CalPERS mortality for Miscellaneous employees for other employees.

RETIREMENT RATES: CalSTRS retirement rates for certificated employees.
CalPERS retirement rates for School employees for other employees.

VESTING RATES:

	<u>Certificated</u>	<u>Classified</u>	<u>Management</u>
Vesting Percentage	100%	100%	100%
Vesting Period	10 years	10 years	10 years

COSTS FOR RETIREE COVERAGE:

There was not sufficient information available to determine whether there is an implicit subsidy for retiree health costs. Based on ASOP 6, there can be justification for using "community-rated" premiums as the basis for the valuation where the insurer is committed to continuing rating practices. This is especially true where sufficient information is not available to determine the magnitude of the subsidy. However, Tracy JUSD should recognize that costs and liabilities in this report could change significantly if either the current insurer changes rating practices or if Tracy JUSD changes insurers.

First Year costs are as shown below. Subsequent years' costs are based on first year costs adjusted for trend and limited by any District contribution caps.

	<u>Certificated</u>	<u>Classified</u>	<u>Management</u>
Current Retirees: based on actual costs			
<u>Current Plan:</u>			
Future Retirees Pre-65	\$8,432	\$8,432	\$8,162
Future Retirees Post-65	\$0	\$0	\$0

PARTICIPATION RATES: 100%

TURNOVER: CalSTRS turnover for certificated employees.
CalPERS turnover for School employees for other employees.

SPOUSE PREVALENCE: To the extent not provided and when needed to calculate benefit liabilities, 80% of retirees assumed to be married at retirement. After retirement, the percentage married is adjusted to reflect mortality.

SPOUSE AGES: To the extent spouse dates of birth are not provided and when needed to calculate benefit liabilities, female spouse assumed to be three years younger than male.

Total Compensation Systems, Inc.

AGING FACTORS:

Attained Age	Medical Annual Increases
50-64	3.5%
65-69	3.0
70-74	2.5
75-79	1.5
80-84	0.5
85+	0.0

Total Compensation Systems, Inc.

APPENDIX D: DISTRIBUTION OF ELIGIBLE PARTICIPANTS BY AGE

ELIGIBLE ACTIVE EMPLOYEES:

<u>Age</u>	<u>Total</u>	<u>Certificated</u>	<u>Classified</u>	<u>Management</u>
Under 25	4	1	3	0
25-29	53	29	23	1
30-34	124	105	17	2
35-39	167	118	40	9
40-44	199	121	67	11
45-49	206	101	88	17
50-54	220	101	96	23
55-59	165	83	65	17
60-64	82	43	31	8
65 and older	0	0	0	0
Total	1220	702	430	88

ELIGIBLE RETIREES:

<u>Age</u>	<u>Total</u>	<u>Certificated</u>	<u>Classified</u>	<u>Management</u>
Under 50	0	0	0	0
50-54	0	0	0	0
55-59	24	12	10	2
60-64	84	41	27	16
65-69	0	0	0	0
70-74	1	0	0	1
75-79	0	0	0	0
80-84	1	0	0	1
85-89	0	0	0	0
90 and older	0	0	0	0
Total	110	53	37	20

Total Compensation Systems, Inc.

APPENDIX E: CALCULATION OF GASB 43/45 ACCOUNTING ENTRIES

This report is to be used to calculate accounting entries rather than to provide the dollar amount of accounting entries. How the report is to be used to calculate accounting entries depends on several factors. Among them are:

- 1) The amount of prior accounting entries;
- 2) Whether individual components of the ARC are calculated as a level dollar amount or as a level percentage of payroll;
- 3) Whether the employer using a level percentage of payroll method elects to use for this purpose projected payroll, budgeted payroll or actual payroll;
- 4) Whether the employer chooses to adjust the numbers in the report to reflect the difference between the valuation date and the first fiscal year for which the numbers will be used.

To the extent the level percentage of payroll method is used, the employer should adjust the numbers in this report as appropriate to reflect the change in OPEB covered payroll. It should be noted that OPEB covered payroll should only reflect types of pay generating pension credits for plan participants. Please note that plan participants do not necessarily include all active employees eligible for health benefits for several reasons. Following are examples.

- 1) The number of hours worked or other eligibility criteria may differ for OPEB compared to active health benefits;
- 2) There may be active employees over the maximum age OPEB are paid through. For example, if an OPEB plan pays benefits only to Medicare age, any active employees currently over Medicare age are not plan participants;
- 3) Employees hired at an age where they will exceed the maximum age for benefits when the service requirement is met are also not plan participants.

Finally, GASB 43 and 45 require reporting covered payroll in RSI schedules regardless of whether any ARC component is based on the level percentage of payroll method. This report does not provide, nor should the actuary be relied on to report covered payroll.

GASB 45 Paragraph 26 specifies that the items presented as RSI "should be calculated in accordance with the parameters." The RSI items refer to Paragraph 25.c which includes annual covered payroll. Footnote 3 provides that when the ARC is based on covered payroll, the payroll measure may be the projected payroll, budgeted payroll or actual payroll. Footnote 3 further provides that comparisons between the ARC and contributions should be based on the same measure of covered payroll.

At the time the valuation is being done, the actuary may not know which payroll method will be used for reporting purposes. The actuary may not even know for which period the valuation will be used to determine the ARC. Furthermore, the actuary doesn't know if the client will make adjustments to the ARC in order to use it for the first year of the biennial or triennial period. (GASB 45 is silent on this.) Even if the actuary were to know all of these things, it would be a rare situation that would result in me knowing the appropriate covered payroll

Total Compensation Systems, Inc.

number to report. For example, if the employer uses actual payroll, that number would not be known at the time the valuation is done.

As a result, we believe the proper approach is to report the ARC components as a dollar amount. It is the client's responsibility to turn this number into a percentage of payroll factor by using the dollar amount of the ARC (adjusted, if desired) as a numerator and then calculating the appropriate amount of the denominator based on the payroll determination method elected by the client for the appropriate fiscal year.

If we have been provided with payroll information, we are happy to use that information to help the employer develop an estimate of covered payroll for reporting purposes. However, the validity of the covered payroll remains the employer's responsibility even if TCS assists the employer in calculating it.

Total Compensation Systems, Inc.

APPENDIX F: GLOSSARY OF RETIREE HEALTH VALUATION TERMS

Note: The following definitions are intended to help a *non-actuary* understand concepts related to retiree health valuations. Therefore, the definitions may not be actuarially accurate.

<u>Actuarial Accrued Liability:</u>	The amount of the actuarial present value of total projected benefits attributable to employees' past service based on the actuarial cost method used.
<u>Actuarial Cost Method:</u>	A mathematical model for allocating OPEB costs by year of service.
<u>Actuarial Present Value of Total Projected Benefits:</u>	The projected amount of all OPEB benefits to be paid to current and future retirees discounted back to the valuation date.
<u>Actuarial Value of Assets:</u>	Market-related value of assets which may include an unbiased formula for smoothing cyclical fluctuations in asset values.
<u>Annual OPEB Cost:</u>	This is the amount employers must recognize as an expense each year. The annual OPEB expense is equal to the Annual Required Contribution plus interest on the Net OPEB obligation minus an adjustment to reflect the amortization of the net OPEB obligation.
<u>Annual Required Contribution:</u>	The sum of the normal cost and an amount to amortize the unfunded actuarial accrued liability. This is the basis of the annual OPEB cost and net OPEB obligation.
<u>Closed Amortization Period:</u>	An amortization approach where the original ending date for the amortization period remains the same. This would be similar to a conventional, 30-year mortgage, for example.
<u>Discount Rate:</u>	Assumed investment return net of all investment expenses. Generally, a higher assumed interest rate leads to lower normal costs and actuarial accrued liability.
<u>Implicit Rate Subsidy:</u>	The estimated amount by which retiree rates are understated in situations where, for rating purposes, retirees are combined with active employees.
<u>Mortality Rate:</u>	Assumed proportion of people who die each year. Mortality rates always vary by age and often by sex. A mortality table should always be selected that is based on a similar "population" to the one being studied.
<u>Net OPEB Obligation:</u>	The accumulated difference between the annual OPEB cost and amounts contributed to an irrevocable trust exclusively providing retiree OPEB benefits and protected from creditors.
<u>Normal Cost:</u>	The dollar value of the "earned" portion of retiree health benefits if retiree health benefits are to be fully accrued at retirement.

Total Compensation Systems, Inc.

<u>OPEB Benefits:</u>	Other PostEmployment Benefits. Generally medical, dental, prescription drug, life, long-term care or other postemployment benefits that are not pension benefits.
<u>Open Amortization Period:</u>	Under an open amortization period, the remaining unamortized balance is subject to a new amortization schedule each valuation. This would be similar, for example, to a homeowner refinancing a mortgage with a new 30-year conventional mortgage every two or three years.
<u>Participation Rate:</u>	The proportion of retirees who elect to receive retiree benefits. A lower participation rate results in lower normal cost and actuarial accrued liability. The participation rate often is related to retiree contributions.
<u>Retirement Rate:</u>	The proportion of active employees who retire each year. Retirement rates are usually based on age and/or length of service. (Retirement rates can be used in conjunction with vesting rates to reflect both age and length of service). The more likely employees are to retire early, the higher normal costs and actuarial accrued liability will be.
<u>Transition Obligation:</u>	The amount of the unfunded actuarial accrued liability at the time actuarial accrual begins in accordance with an applicable accounting standard.
<u>Trend Rate:</u>	The rate at which the cost of retiree benefits is expected to increase over time. The trend rate usually varies by type of benefit (e.g. medical, dental, vision, etc.) and may vary over time. A higher trend rate results in higher normal costs and actuarial accrued liability.
<u>Turnover Rate:</u>	The rate at which employees cease employment due to reasons other than death, disability or retirement. Turnover rates usually vary based on length of service and may vary by other factors. Higher turnover rates reduce normal costs and actuarial accrued liability.
<u>Unfunded Actuarial Accrued Liability:</u>	This is the excess of the actuarial accrued liability over assets irrevocably committed to provide retiree health benefits.
<u>Valuation Date:</u>	The date as of which the OPEB obligation is determined. Under GASB 43 and 45, the valuation date does not have to coincide with the statement date.
<u>Vesting Rate:</u>	The proportion of retiree benefits earned, based on length of service and, sometimes, age. (Vesting rates are often set in conjunction with retirement rates.) More rapid vesting increases normal costs and actuarial accrued liability.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of
Educational Services & Human Resources
DATE: October 11, 2012
SUBJECT: Receive Report on the Accountability Progress Report (APR) for 2011-2012

BACKGROUND: On October 11, 2012, the California Department of Education released the Accountability Progress Report (APR) for 2011-2012. The APR includes the State accountability system, Academic Performance Index (API), and the federal accountability measure of Adequate Yearly Progress (AYP).

RATIONALE: The report includes information on District and individual school site scores on the API and AYP from testing that occurred during the 2011-12 school year. An update on the Program Improvement status of the District and school sites will be included. The report will also include information on the Title III Accountability for English Learners (AMAOs – Annual Measureable Achievement Objectives). The report outlines a number of District initiatives in place to improve student achievement K-12, with an emphasis on targeting our at-risk student groups. This supports District Strategic Goal #1: Prepare all students for college and careers and District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between identified student subgroups is closed.

FUNDING: None

RECOMMENDATION: Receive Report on the Accountability Progress Report (APR) for 2011-2012

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: October 12, 2012
SUBJECT: Receive District Discipline Review Board Year-End Report for the 2011-2012 School Year

BACKGROUND: As requested by the Board of Trustees in previous years, attached please find the District Year-End Summary Report on the student discipline cases handled by the District Discipline Review Board during the 2011-2012 school year.

RATIONALE: The expulsion cases are broken down by the school in which they occurred and the subsection violations (a) through (r) of Education Code 48900; 48915 (a-1) through (c-5) and 48900.2 through 48900.7. Many of the cases recommended to the District Discipline Review Board involved more than one violation of the Education Code. However, the statistics outlined in the report indicate the rationale for the students' recommended expulsion.

Included in the report is a table that contains information regarding the number of offenses in the Tracy Unified School District involving the possession and/or use of alcohol and/or drugs. This agenda item supports District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: No cost to the District.

RECOMMENDATION: Receive District Discipline Review Board Year-End Report for the 2011-2012 School Year

Prepared by: Paul Hall, Director of Student Services and Curriculum

**DISTRICT DISCIPLINARY REVIEW BOARD
YEAR END REPORT 2011-2012
BREAKDOWN OF EXPULSION CASES BY VIOLATION**

ED. CODE	THS	WHS	STEIN	KHS	MVMS	WMS	CE	FRE	KELLY	NE	VE	TOTAL
48915												
(a)(1)												
(a)(2)	2	1	1	4	2	2	1		1	3		17
(a)(3)												
(a)(4)												
(a)(5)	1			1								2
(c)(1)	1											1
(c)(2)							1					1
(c)(3)	3			2								5
(c)(4)												
(c)(5)						1						1
48900.2			1	1	2	1						5
48900.3	3				1	1						5
48900.4												
48900.7		1		1	2						1	5
TOTALS	10	2	2	9	7	5	2	0	1	3	1	42

Abbreviations:

THS/Tracy High; WHS/West High; KHS/Kimball High; MVMS/Monte Vista; WMS/Williams; CE/Central; FRE/Freiler; NE/North; VE/Villalovoz.

**DISTRICT DISCIPLINARY REVIEW BOARD
YEAR END REPORT 2011-2012
BREAKDOWN OF EXPULSION CASES BY VIOLATION**

ED. CODE 48900	THS	WHS	STEIN	KHS	MVMS	WMS	CE	FRE	KELLY	NE	VE	TOTAL
(a-1)		1		4						1		6
(a-2)	3	6		3						1		13
(b)	1			2				1				4
(c)	4	3	1	11	1	1						21
(d)												
(e)												
(f)	1			3								4
(g)												
(h)												
(i)												
(j)												
(k) *	4	2	1	3	2					3		15
(l)												
(m)												
(n)												
(o)												
(p)												
(q)												
(r)												
TOTAL	13	12	2	26	3	1	0	1	0	5	0	63

Abbreviations:

THS/Tracy High; WHS/West High; KHS/Kimball High; MVMS/Monte Vista; WMS/Williams; CE/Central; FRE/Freiler; NE/North; VE/Villalovoz.

* THS (k) 2 for Prob. II- 1 for days – 1 for pulling the fire alarm; WHS (k) 2 for Prob II; STEIN (1) for Prob II; KHS (k) 3 for days; MVMS (k) 2 for days; NE (k) 3 for days;

TRACY UNIFIED SCHOOL DISTRICT
CASES INVOLVING THE POSSESSION OR
USE OF ALCOHOLIC BEVERAGE

	08-09	09-10	10-11	11-12
Number of Students	21	24	38	17

TRACY UNIFIED SCHOOL DISTRICT
CASES INVOLVING THE POSSESSION OR USE OF DRUGS

	08-09	09-10	10-11	11-12
Number of Students	110	132	87	94

First offense alcohol or drug cases, unless combined with another violation of Education Code 48900, resulted in a student being suspended for a minimum of five (5) days, required to complete a Mandatory Substance Abuse Counseling Program and placed on a minimum of nine (9) weeks social/activity probation.

2011-2012 YEAR-END SUMMARY REPORT

1. The District Disciplinary Review Board handled a total of 105 expulsion cases during the 2011-2012 school year. The school breakdown is as follows:

<u>School</u>	<u>Number of Expulsions</u>
Central Elementary	2
Art Freiler Elementary	1
George Kelly Elementary (K-8)	1
North Elementary (K-8)	8
Villalovoz	1
Monte Vista Middle School	10
Williams Middle School	6
Stein High School	5
Tracy High School	23
West High School	14
Kimball High School	35

2. The Board of Trustees dealt with a total of **105** expulsion cases this school year as compared to **148** last school year. This is a decrease of **43** expulsion cases.
3. Of the 105 students who were recommended for expulsion during the 2011-2012 school year :

- * 20 of the students were allowed to remain in school on probation (suspended expulsion)
- * 3 of these students violated one or more conditions of their probation and were subsequently expelled from school.

105	Recommended
<u>-20</u>	Suspended Expulsions
85	
<u>+ 3</u>	Violated
88	Total students expelled from Tracy Unified Schools

5. There were one hundred and two (102) applications for reinstatement.
 - * Of the 102 applications, 82 students completed the conditions of their expulsion order and were allowed to return to an appropriate program within the Tracy Unified School District.
 - * Of the 82 students allowed to return to the District, 3 students violated a subsection of Education Code 48900 and were subsequently expelled again.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: October 12, 2012
SUBJECT: Receive Report and Review Comprehensive Middle/High School No Fighting Contract

BACKGROUND: On May 8, 2012 the Tracy Unified School District Board of Trustees approved the Fight Intervention Clause for all schools in the District. The Fight Intervention Clause states that, “after the first fight, a Fight Contract must be signed by the student and their parent.” Sequentially, “after the second fight, suspension and recommendation for expulsion with restrictions shall be implemented (Principal may request suspended expulsion).” Furthermore, “after the third fight, suspension and expulsion shall be recommended.”

RATIONALE: The Board of Trustees requested that the Comprehensive Middle/ High School No Fighting Contract (implemented for 2012-2013 school year) be placed on the agenda at a Board meeting for review. Therefore, at this time, the Board is requested to review the Comprehensive Middle/High School No Fighting Contract. This agenda item supports District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: Not Applicable

RECOMMENDATION: Receive Report and Review Comprehensive Middle/ High School No Fighting Contract

Prepared by: Paul Hall, Director of Student Services & Curriculum

Tracy Unified School District
COMPREHENSIVE HIGH SCHOOL NO FIGHTING CONTRACT

Student's Name _____ DOB _____

School: _____ Grade _____ SASI ID# _____ Parent's Primary Language _____

The student named on this **No Fighting Contract** recently engaged in a fight with another student while under the school's jurisdiction. The action of fighting is a violation of Education Code 48900 (a) (1)/ (a) (2) and the k-12 Student Conduct Code. These rules regarding student conduct state:

When a student has been involved in one fight or the second fight of his/her high school career, the administration shall initiate significant interventions by **REQUIRING** parent and student to attend a meeting at school to review and sign a No Fighting Contract and a referring to conflict management and /or school counselor upon student's return to school from suspension. Additionally, a student suspended for fighting shall be placed on social probation for 45 school days.

Students, who are involved in two (2) fights in any academic year or high school students who are involved in three (3) fights within their high school career (grades 9-12) and for whom a **NO FIGHTING CONTRACT** has been executed, shall be recommended for expulsion unless the principal finds that expulsion is inappropriate due to the particular circumstances.

As the student named on this **No Fighting Contract**, I have been informed by the school's administration:

- That fighting is prohibited on any school campus, at a school activity off campus the way to or from school or school activity or at any time of school related activities.
- That there are decisions I can make to avoid fighting, including but not limited to refusing to engage in verbal or non-verbal conduct that may lead to fighting, walking away from a situation, going to Conflict Management, counselor or other school official for assistance, refusing to go to a fight /conflict and refusing to associate with students who engage in verbally or physically aggressive behavior towards others.
- That if I am involved in another fight this school year, I will be recommended for expulsion from _____ and be placed in an alternative high school setting.
- That my signature on this contract is my agreement to not fight.

Student's Signature _____ Date _____

As the parent/guardian of the student named on this **No Fighting Contract**, I have been informed by the school's administration that my son/daughter will be recommended for expulsion from all comprehensive /small high schools in the District he/she is involved in another fight this school year or in a third fight this school year or in a third in his/her high school career. I also agree to discuss with my son/daughter the importance of following all school rules and treating others with respect.

Parent's Signature _____ Date _____

As a District interpreter, I explained this **No Fighting Contract** to the parent in his/her primary language.

District/Site interpreter's Signature _____ Date _____

As the Administrator implementing this No Fighting Contract, I have reviewed its contents with this student and parent/guardian.

Administrator's Signature _____ Date _____

PARENT REFUSED TO SIGN THIS CONTRACT _____ Yes _____ No _____ Initials _____
STUDENT REFUSED TO SIGN THIS CONTRACT _____ Yes _____ No _____ Initials _____

THIS CONTRACT IS IN EFFECT REGARDLESS OF THE PARENT OR STUDENT REFUSING TO SIGN THE CONTRACT AS DOCUMENTED BY THE ADMINISTRATOR PROCESSING THE SUSPENSION.

Tracy Unified School District
CONTRATO DE NO PELEAS DE LA ESCUELA SECUNDARIA

Nombre del estudiante _____ Fecha de Nac _____

Colegio _____ Grado _____ ID# _____ Idioma de los Padres _____

El estudiante nombrado en este CONTRATO DE NO PELEAS, se ha involucrado en una pelea con otro estudiante en o alrededor del colegio. Las peleas son una violacion al codigo educativo #48900(a)(1) (a)(2) y al codigo estudiantil del K-12. Las reglas de conducta son las siguientes.

Cuando un estudiante se ha involucrado en una o dos pelea en sus anos de escuela secundaria; la administracion del colegio llamara a los padres y al estudiante a una reunion en el colegio donde revisaran y firmaran EL CONTRATO DE NO PELEAS, tambien el estudiante debera asistir a clases de MANEJO DE CONFLICTOS cuando regrese al colegio de su suspension. Ademias el estudiante no podra atender ninguna actividad del colegio o relacionada al colegio por 45 dias de clases.

Los estudiantes que se han envuelto en dos peleas en cualquier ano escolar o estudiantes de secundaria (9 a 12) que se han involucrado en tres peleas por lo que ya tienen UN CONTRATO DE NO PELEAS seran recomendados para EXPULSION DEL COLEGIO a menos que el director del colegio revise el caso y decida que la expulsion no se debe hacer.

Yo, el estudiante nombrado en este CONTRATO DE NO PELEAS he sido informado por la administracion del colegio de que:

*Pelear esta prohibido en o alrededor del colegio, en cualquier actividad dentro o fuera del colegio en camino al colegio o habiendo salido del colegio.

*Que puedo tomar decisiones para no pelear, incluyendo pero no limitadas el evitar envolverme en conducta verbal o no verbal que me lleve a pelear, alejarme de la situacion, asistir a MANEJO DE CONFLICTOS, pedir ayuda a los consejeros, rehusarme ir a pelear o asociarme con estudiante que se involucran en conducta agresiva ya sea verbal o fisica contra otros.

*Que si me envuelvo en otra pelea en este ano escolar, sere recomendado para expulsion de _____ y sere enviado a una escuela secundaria alternative.

Firma del estudiante _____ Fecha _____

Yo el padre/encargado del estudiante en este CONTRATO DE NO PELEAS he sido informado por la administracion del colegio de que mi hijo/hija sera recomendado para EXPULSION de todos los colegios del Distrito Unificado de Escuelas de Tracy si el o ella se envuelve en otra o tercera pelea este ano escolar, o en una tercera pelea en cualquiera de sus anos de escuela secundaria. Tambien estoy de acuerdo en estudiar con mi hijo/hija la importancia de respetar las reglas del colegio en cuanto a trato y respeto hacia otros.

Firma del Padre o encargado _____ Fecha _____

Yo el interprete del Distrito, he explicado este CONTRATO DE NO PELEAS a los padres en su propio idioma. Firma del Interprete _____ Fecha _____

Tracy Unified School District
CONTRATO DE NO PELEAS DE LA ESCUELA SECUNDARIA

Yo el Administrador encargado he revisado el contenido o informacion de este CONTRATO DE NO PELEAS con el estudiante y sus padres/encargados.

Firma del Administrador_____ Fecha_____

PADRE O ENCARGADO SE NIEGA A FIRMAR ESTE CONTRATO _____SI _____NO _____ INICIALES _____

ESTUDIANTE SE NIEGA A FIRMAR ESTE CONTRATO _____SI _____NO _____ INICIALES _____

ESTE CONTRATO QUEDA VALIDO Y EN FUNCION INDEPENDIENTEMENTE DE QUE LOS PADRES O EL ESTUDIANTE FIRMEN O NO EL CONTRATO QUEDANDO DOCUMENTADO POR EL ADMINISTRADOR EJECUTANDO LA SUSPENSION.



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: October 23, 2012
SUBJECT: **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District.**

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

Tracy High School:

1. Tracy Unified School District/Tracy High School Choral Company: From Main Street Music in the amount of \$1258.85 (ck. #18370). This donation will benefit the Tracy High School 'Smokey Blues' Choir event.
2. Tracy Unified School District/Tracy High School: From B.Z. Medical Corporation in the amount of \$600.00 (ck. #3802). This donation will benefit the Tracy High School Academic Decathlon Team.

West High School:

1. Tracy Unified School District/West High School: From Fireside Auto Finance. This donation consists of one HP3600n Color Printer, one HP4250n Color Printer, various items of office furniture and office supplies with a total estimated value of \$935.00. This donation will benefit the students and staff of West High School.

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: James Franco, Superintendent
FROM: C. Goodall, Associate Superintendent for Business Services
DATE: October 23, 2012
SUBJECT: Approve Assembly, Service, Business and Food Vendors

BACKGROUND: To be valid or to constitute an enforceable obligation against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials.

RATIONALE: School site assemblies, services, business and food vendors require pre-approval to ensure three different documents are in place: an approved contract when applicable; a certificate of insurance; an endorsement letter naming the district an additional insured. In addition, all vendors are reviewed to ensure the content is appropriate for student audiences, and that conflicts do not occur with other school site or district events.

To that end, the attached list of vendors has met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students.

This list will be updated as needed and presented to the board for approval.

FUNDING: Per attached summary of requisitions.

RECOMMENDATIONS: Approve Assembly, Service, Business and Food Vendors

PREPARED BY: Cindy Everhart, Facility Use Secretary

Approved Vendor List
2012-2013

Board Approved	Vendor	Insurance Expires
ADDING THE FOLLOWING VENDORS FOR BOARD APPROVAL:		
	Rainbow Italian Ice - Tonya or Jayson Griffith-510-491-5689, italianicegirl2012@yahoo.com or 510-591-6693. www.rainbowitalianice.com.	9/4/2013
↓ APPROVED LIST BELOW BY EXPIRATION DATE↓		
11/8/11	Famous Allstars - tumbling lessons. Michael Campos (209) 608-2476. famousallstars@gmail.com	10/28/2012
11/8/11	Fresh Entertainment - DJ/MC, Sound & Lighting Rental. Derek Mizuno 510-921-4373, derekmizuno@gmail.com	10/31/2012
3/8/11	Peacemakers - Paul Hall -phall@tUSD.net or Kevin James - kev4jam@sbcglobal.net	11/1/2012
8/28/07	Theater for Children, B Street Theater Programs, Lea Ladd, 916.443.5391 x112	12/1/2012
10/9/07	Mad Science, Danielle Mae Lee, danielle@madsciencesacto.com, 916-736-2924, Elena Michel elena@madsciencesacto.com (Fire & Ice Show not allowed)	12/1/2012
1/24/12	Larry Fagg - Fundraising. larryfagg@fundraisinglarryfagg.com. Student Discovery Program- 90 volunteer speakers @ high schools/college scholarship. larryfagg@sjcdiscovery.org. 408-242-2733	12/15/2012
1/25/11	Kaiser Permanente - Dean Starnes, dean.starnes@kp.org, 510-987-2223, www.Kp.org/etp/ncal, Programs "Community Troupe", PEACE Signs "The Best Me", "Nightmare on Puberty ST." and "Secrets".	1/1/2013
11/9/10	Pacific Dental Services/Tracy Smiles/My Kids Dentist & Orthodontist-Meghan Stephens - 836-5441-stephensm@pacificdentalservices.com, Cammy Harvey - harveyc@pacificdentalservices.com. www.tracysmilesdental.com.	1/1/2013

Approved Vendor List 2012-2013

Board Approved	Vendor	Insurance Expires
8/9/11	Graphic & Wear, Steve Lewis, gicts@sbcglobal.net, steve@gicgraphicwear.com, www.gicgraphicwear.com, 723-9817	1/9/2013
12/13/11	Pegleg Entertainment DJ Services - John Lau (510) 867-0755. peglegentertainment@gmail.com, www.peglegentertainment.com	1/27/2013
5/8/12	International Printing Museum- Mark Barbour. 310-515-7166, mail@printmuseum.org, www.printmuseum.org	1/30/2013
9/13/11	California Weekly Explorer, Inc. History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com	2/1/2013
10/11/11	Rumors Productions - Jenna Teyshak/Jon Tyner - 640-8000, jenna@rpcdj.com, www.rpcdj.com	2/1/2013
8/25/09	Soul Shoppe - Vicki Abadesco, 415-333-9347, info@soulshoppe.com	2/1/2013
11/13/07	Ancient Artifacts- Social studies Gold Rush presentations. Lourdes Schallock-916-799-0321, info@ancientartifacts.biz, www.ancientartifacts.biz	2/5/2013
8/28/12	One Day At A Time, Inc. - Youth conflict management, Gang intervention and gang awareness. Johnny Rodrigues-925-437-3574. www.odatec.org	2/27/2013
4/12/11	LMG Attractions- DJ Services. 275-0226, www.lmgattractions.com	3/1/2013
9/11/12	Give Every Child A Chance, Tutor Mentoring Program, 855-0702, www.gecacracy.org	3/6/2013
9/25/2012	Central Valley Party - party rental supplies, on-site events. Archille Hubbner - 832-8890, info@centralvalleypartyrentals.com. Www.centralvalleypartyrentals.com	3/21/2013
5/8/12	Jester Games - Diablo presentation. Roxanne Lynch - 310-613-0331. Roxanne@thediablofest.com. www.thediablofest.com	4/25/2013

Approved Vendor List 2012-2013

Board Approved	Vendor	Insurance Expires
8/28/12	Shows that Teach - Mark Beckwith, 800-909-0024, mark@showsthatteach.com, www.showsthatteach.com. Variety of artistic stage productions on subjects such as character education, music history, reading motivation, fine arts, environmental conservation, red ribbon, water science, the holidays, inventors, character and anti-bullying.	4/25/2013
2/12/08	Sparkles the Clown, Terry Donaldson - 835-8383, www.sparklesdelight.com	5/1/2013
9/13/11	Youth for Christ - Point Break Adolescent Resources. Violence Prevention Services. Contact Joan Stone in Prevention Services 830-3218.	5/1/2013
2/12/08	Ravioli the Clown - Denis Martinez - 835.3535, www.raviolitheclown.com	5/1/2013
9/13/11	Athletic Perfection - Cheer Routine choreography. Jennifer Moore 609-8736, jennwhip29@hotmail.com, julie@athleticperfectioncheer.com, www.athleticperfectioncheer.com	5/14/2013
8/28/07	Horizon Intertainment - Teen Truth Anti Bully JC Pohl 818 755 8800 , jc@teentruthlive.com	5/18/2013
2/14/12	Sound Wave Mobile DJ - David Gomes-510-938-7903, info@soundwavemobiledj.com, www.soundwavemobiledj.com	6/1/2013
9/11/12	Camfel Productions- A Multi Media Production. Veronica Loya, 626-960-6922, veronica@camfel.com. www.camfel.com	6/1/2013
2/14/12	PIQE-Parent Institute for Quality Education - Teresa Guerrero, 238-9496/484-8404, tguerrero@piqe.org, www.piqe.org	6/10/2013
12/14/10	David Greenberg-Author-360-560-7766. fax # 503-842-1290. authilus@teleport.com. www.authorsillustrators.com/greenberg/greenberg.htm	6/18/2013
9/25/2012	SOS Entertainment - Sound, Lighting & Event Production Company. Derek Sage - 661-424-1767, info@sosentertainment.com, www.sosentertainment.com	6/25/2013

Approved Vendor List 2012-2013

Board Approved	Vendor	Insurance Expires
3/8/11	Andrew Troisen, DDS. 833-1240	7/1/2013
2/14/12	CAM Counseling and More - Lettie Ordone. 640-4179, 832-1094, lordonecam@yahoo.com. Www.lordonecam.com	8/7/2013
8/14/12	Elite T-Shirt Printing - Dina 640-1918 or dina@elitetshirtprinting.com	8/24/2013
9/11/12	Audio Tech - DJ Services. David Mendez-609-6012, djdavies81@yahoo.com, Rod Riley-499-2517322-3047, rodriley21@yahoo.com	8/24/2013
9/27/11	New Creation Bible Fellowship-Kevin James-408-595-5704, www.ncbfrtracy.org. Power Zone Camp	9/1/2013
6/12/12	Feet First Eventertainment-DJ Service, Amy Wu 510-601-0600, info@feetfirstevents.com	10/12/2013
5/8/12	Dairy Council of CA Mobile Dairy Classroom, Leona Bettencourt, 916-263-3560 x413, ibettencourt@dairycouncilofca.org. Www.dairycouncilofca.org. Must follow Animal Policy Guidelines AR 6163.1	NO Charge, Tier 1
10/23/07	Lawrence Hall of Science, 510-642-1700, pfsreq@berkeley.edu, www.lawrencehallofscience.org	NO Charge, Tier 1
12/13/11	Stockton Ports Baseball By The Books - reading incentive program. Free of charge-chance to win free tickets. Margaret Sacchet-644-1900, msacchet@stocktonports.com, www.web.minorleaguebaseball.com/index.jsp?sid=t524	NO Charge, Tier 1
10/9/07	McDonalds Tammi Beck 916-962-1982	NO Charge, Tier 1
10/9/07	NASA Karin Costa 650-604-6077	NO Charge, Tier 1
10/9/07	Otto the Auto Wendy Sanchez 415-565-2676 wendy_sanchez@csaa.com	NO Charge, Tier 1
10/9/07	Sandia Labs Joel Lipkan - jlipkin@comcast.net	NO Charge, Tier 1

Approved Vendor List 2012-2013

Board Approved	Vendor	Insurance Expires
2/10/09	JOE FOSS Institute, 480.348.0316, www.jfiweb.org	NO Charge, Tier 1
4/28/09	District 5 Dairy Princess, 639-1715	NO Charge, Tier 1
5/26/09	Get Real Behind The Wheel, Safe Driving Assembly targeted to 8th, 9th & 10th graders. Ken Ucci 209.601.6523 or Tom Simpson 612-4222. www.getrealbehindthewheel.org	NO Charge, Tier 1
5/26/09	Cowboys & Kids Reach Assembly, Penny Conway, www.reachkids.com , reachme@theriver.com	NO Charge, Tier 1
2/23/10	Boys Scouts - Civil War History presentation Preston Gilliam, 209-830-1870 or pgilliam@pacbell.net	NO Charge, Tier 1

Approved Vendor List
2012-2013

Board Approved	Vendor	Insurance Expires
<p>*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or E occupancies in accordance with Appendix Chapter 1, Section 105.6.</p>		
<p>Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property. Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and/or District fines ranging from \$250 – 1,000.</p>		
<h2>FOOD VENDORS:</h2>		
<p>OUTDOORS ONLY - Make sure barbeques are 10 feet away from any building or structure. Place drip pans or tarps under barbeques to avoid spillage on pavement. Do not dump grease, oil, briquettes or barbeques anywhere on TUSD property or in garbage cans or dumpster. If accident spill occurs you are to provide an oil absorbent and clean properly.</p>		
10/25/11	Mi Esperanza Taqueria - Mexican food vendor. Omar Mendoza - 832-3020. 918 Central Ave.	10/15/2012
12/8/09	Texas Roadhouse- Tim Lund, 830-1133, store_tracy@texasroadhouse.com	12/1/2012
9/25/2012	Squeeze Inn Restaurant - Food catering. Dean Davis - 833-7992 or 331-3228. www.tracy.thesqueezeinn.com	1/12/2013
5/8/12	Oh My Dawgs Inc., Food Catering. Uoxina Aguirre - 836-0093, uoxina@comcast.net. www.ohmydawgs.com	10/12/2013
<p>*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or E occupancies in accordance with Appendix Chapter 1, Section 105.6.</p>		
<p>Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property. Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and/or District fines ranging from \$250 – \$1,000.</p>		



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: October 23, 2012
SUBJECT: **Ratify Routine 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 Routine 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
SUMMARY OF SERVICES**

A. Vendor: Valley Community Counseling Services
Site: Prevention Services
Item: Contract
Services: Conduct Mental Health Workshops for staff
Cost: \$5,000.00 (\$500 per workshop)
Project Funding: PEI (Prevention & Early Intervention Funding) Prop 63 funds

B. Vendor: Keenan & Associates
Site: All Sites
Item: Agreement
Services: The District has purchased Scissor Lifts for employees to do work in high places. Use of the Scissor lifts is primarily conducted by maintenance and grounds staff, and by drama teachers. A Scissor Lift is a mechanically operated platform mounted on folding arms used to provide temporary access for people or equipment to areas made inaccessible because of height. Use of these machines is dangerous for two reasons: like any machinery, powerful moving parts may cause injury, accident, or damage to property; and work done on Scissor Lifts may lead to falls from a considerable height.
Proper training is required to ensure safe use of a Scissor Lift. Consequently, Tracy Unified School District requires that employees complete a formal program prior to operating a Scissor Lift. Use is prohibited until such coursework has been completed and documented. Keenan, the loss prevention company for Tracy Unified School District, offers a formal training program guiding safe use of Scissor Lifts. The District intends to contract with Keenan to offer up to three training sessions at approximately \$100 per participant, and train the maintenance, grounds, drama and other staff in the safe operation of this equipment.
Cost: \$5,000.00
Project Funding: Environmental Compliance



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: October 15, 2012
SUBJECT: **Ratify Measure S 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 S 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 S BOND
SUMMARY OF SERVICES**

A. Vendor: Roebbelen Contracting, Inc.
Site: Monte Vista Middle School Modernization
Item: Change Order #5
Services: Scope of work documented on the change order summary.
Cost: \$107,144.00 Deduction from contingency allowance previously included in contract.
Project Funding: Measure S Bond Funds and State School Building Fund (SSBF)

B. Vendor: Roebbelen Contracting, Inc.
Site: McKinley Elementary School Modernization
Item: Change Order #5
Services: Scope of work documented on the change order summary.
Cost: \$20,165.00 Deduction from contingency allowance previously included in contract.
Project Funding: Measure S Bond Funds and State School Building Fund (SSBF)



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: October 23, 2012
SUBJECT: **Ratify Measure E 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 E 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 E BOND
SUMMARY OF SERVICES**

A. Vendor:	Roebbelen Contracting, Inc.
Site:	Tracy High School Stadium and Improvement Project
Item:	Change Order # 5
Services:	Scope of work documented on the change order summary.
Cost:	\$(305,606.00) Deduction from contract work; increase contingency allowance previously included in contract.
Project Funding:	Measure E Bond Funds and State School Building Fund (SSBF) Savings



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
FROM: Dr. Cheryl A. Domenichelli, Principal, Kimball High School
DATE: October 10, 2012
SUBJECT: **Approve Agreement for Special Contract Services with Gallagher de Signs to Paint the Interior Wall of the Administration Building at John C. Kimball High School with the School Name, Academic Reflection and Kimball PRIDE.**

BACKGROUND: Kimball High School (KHS) opened its doors to students in August 2009. The school does not have its name, insignia, or identification on the interior of the facilities. This effort continues the process of school identification. This is the first insignia to interiorly designate the name of the school.

RATIONALE: Gallagher de Signs will hand-paint the KHS name, PRIDE and academic reflections on the interior of the Administration Building. Identifying the interior of the school will further establish the facility as a learning institution both for students attending the school and for the community. This will support District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff, as well as District Strategic Goal #5: Continuously improve fiscal, facilities and operational processes.

FUNDING: The funding source is from Site start-up funding. The total amount paid to Gallagher de Signs will not exceed \$1,200.00.

RECOMMENDATION: Approve Agreement for Special Contract Services with Gallagher de Signs to Paint the Interior Wall of the Administration Building at John C. Kimball High School with the school name, academic reflection and Kimball PRIDE.

Prepared by: Dr. Cheryl A. Domenichelli, Principal, Kimball High School

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Gallagher deSigns, 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:

Paint murals for Kimball High School on the Interior of the Administration Building

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 30 () HOURS DAY(s), under the terms of this agreement at the following location Kimball HS

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

- a. District shall pay \$ 1,200 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 rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not 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 November 1, 2012, and shall terminate on November 30 2012.

5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.

6. Contractor shall contact the District's designee, Casey Goodall at (209) 830-3230 ext. 1000 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

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, 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.

8. 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.
9. 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.
10. District shall become the owner or, 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.

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

Address

Tracy Unified School District

Date

Account Number to be Charged:

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.
- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: October 12, 2012
SUBJECT: Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Regional System of District and School Support (RSDSS) and Tracy Unified School District for the 2012-2013 School Year

BACKGROUND: During the 2011-2012 school year, principals attending Secondary Council of Administrative Managers (SCAM) and Elementary Council of Administrative Managers (ECAM) meetings throughout the year received training on leadership skills focused on improving the quality of instruction at their site. Trainings related to best instructional practices were provided by the San Joaquin County Office of Education, Regional System of District and School Support (RSDSS). At the end of the year, principals indicated that they appreciated and valued these sessions and would like for them to continue during the following school year.

RATIONALE: In planning for the 2012-2013 school year, the Educational Services Directors determined that it would be beneficial to contract with RSDSS again this year in order to provide additional leadership training for ECAM principals. The focus of the four training sessions will help principals better understand how to meet the rigor and relevance elements of the new Common Core State Standards. The four training sessions will be held on January 3, 2013, February 7, 2013, March 7, 2013, and May 2, 2013.

In addition, in preparation for the Common Core State Standards, there is a need to introduce teachers to the elements of Project-based Learning. RSDSS will provide a full one day session on this topic at the Staff Development Buy-Back Day on February 23, 2013.

These training sessions support District Strategic Goal #1: Prepare all students for college and careers, District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: This staff development training will be paid out of categorical funding, Title II - Teacher Quality. The total amount paid to the County Office of Education (RSDSS) will not exceed \$1,450.

RECOMMENDATION: Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Regional System of District and School Support (RSDSS) and Tracy Unified School District for the 2012-2013 School Year

Prepared by: Sheila Harrison Ed.D., Assistant Superintendent of Educational Services and Human Resources

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 San Joaquin County Office of Education, Regional System of District and School Support (RSDSS), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide four (4) instructional training sessions for elementary school site principals and a one (1) day teacher training on February 23, 2013 which will focus on improving teacher quality and instruction and closing the achievement gap.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 full day and 4 one hour training sessions **(1) FULL DAY and (4) ONE HOUR TRAINING SESSIONS**, under the terms of this agreement at the following location Tracy Unified School District.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 1,450.00 per **HOUR/DAY/FLAT RATE** (circle one), not to exceed a total of \$ 1,450.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District ☐ **SHALL**; ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not 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 October 24, 2012, and shall terminate on May 31, 2013.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Linda Boragno-Dopp at (209) 830-3200, ext. 1050 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

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.

8. 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.
9. 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.
10. District shall become the owner or, 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.

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

Address

Programs

Tracy Unified School District

Date

Account Number to be Charged:

Department/Site Approval
Linda Boragno-Dopp, Director of Alternative

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.
- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

File: CntrctSrvcs.dot

Disk: S:\shared

Memorandum of Understanding
SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Regional System of District and School Support
And
Tracy Unified School District

This Agreement by and between the San Joaquin County Office of Education/Regional System of District and School Support, hereinafter referred to as "SJCOE/ RSDSS," and Tracy Unified School District hereinafter referred to as "TUSD," is for the purpose of serving as an ongoing technical assistance.

The two parties, SJCOE/RSDSS and TUSD mutually agree to the following terms and conditions:

I. Scope of the Work

Provide professional development at ECAM meetings and District Professional Development Day focused on "Rigor and Relevance" linked to Common Core State Standards.

II. Terms of Agreement

Effective dates of agreement will be from August 1, 2012 – June 28, 2013.

III. Compensation

Event		Days/Sessions	Cost
On-site Professional Development	4 Sessions @ \$175 each	January 3, 2013	\$700
		February 7, 2013	
		March 7, 2013	
		May 2, 2013	
On-site Professional Development	1 Day @ \$750	February 23, 2013	\$750
Total			\$1,450

TUSD will pay SJCOE/RSDSS **\$1,450** no later than December 28, 2012.

IV. Termination of Agreement

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

V. Certification of Non-Employee Status

- a) SJCOE/RSDSS certifies that at all times RSDSS is acting as an independent contractor and not as employee of Tracy Unified School District. Unified School District agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and employees of the SJCOE against any and all claims which may result from this agreement.
- b) Tracy Unified School District agrees to make no claim against the County Office of Education for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agree that Tracy Unified School District is not entitled to any such benefits.

San Joaquin County Office of Education Tracy Unified School District

Gary Dei Rossi, Deputy Superintendent
Student Programs & Services

Date _____

Linda Dopp
Director, Alternative Programs

Date _____

Scott Anderson, Director of Operations,
Contract Manager

Date _____

Rhonda Cicolani, RSDSS Director

Date _____

CERTIFICATION OF NON-EMPLOYMENT STATUS:

CONTRACTOR/CONSULTANT /DISTRICT certify that at all times
CONTRACTOR/CONSULTANT/DISTRICT is acting as an independent contractor and not an employee of
the San Joaquin County Office of Education. CONTRACTOR/CONSULTANT/DISTRICT agrees to
indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and
employees of the SJCOE against any and all claims which may result from this agreement.
CONTRACTOR/CONSULTANT /DISTRICT agrees to make no claim against the COUNTY OFFICE for any
vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits,
unemployment benefits or any other benefits usually provided to employees and expressly agrees
CONTRACTOR/CONSULTANT/DISTRICT is not entitled to any such
benefits.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: October 10, 2012
SUBJECT: **Approve Overnight Travel for West High Black Student Union to Attend the 2013 United Black Student Unions of California Annual Convention in Bakersfield, California on April 5 - 7, 2013**

BACKGROUND: The United Black Student Unions of California host an annual leadership convention for all Black Student Union affiliate schools. The organization works to bring about improved racial relations on campuses by promoting mutual respect for all cultures. The annual convention provides panel discussions, workshops and distinguished lecturers to enrich the learning experience of all attendees. There will be a total of eight West High students attending the overnight trip, chaperoned by advisor, Audrey Harrison. Additionally, the students will be transported by District van to the Doubletree by Hilton in Bakersfield, CA by Ms. Harrison. The students will miss one day of school and will secure assignments prior to leaving for the Convention. Furthermore, the students will be provided a set time during the trip to complete their homework.

RATIONALE: The West High Black Student Union members will learn how to be strong community and campus leaders by attending this conference. This proves to be an enriching experience for students, exposing them to a professional environment and allowing them an opportunity to network with students from other schools throughout California. This meets District Strategic Goal # 1: Prepare all students for college and careers and District Strategic Goal #7: Develop and utilize partnerships to achieve District Goals.

FUNDING: The individual cost will not exceed \$285.00 per person and the total cost will not exceed \$2,100.00 for transportation, accommodations, meals and registration fees. There will be no cost to the District. The fees will be paid by the students attending and funds earned from fundraising efforts throughout the school year.

RECOMMENDATION: Approve Overnight Travel for West High Black Student Union to Attend the 2013 United Black Student Unions of California Annual Convention in Bakersfield, California on April 5 - 7, 2013

Prepared by: Jeff Frase, Principal - West High School



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: October 12, 2012
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

None.

BACKGROUND:

Ayala, Maria Leticia

Dominguez, Leticia

BACKGROUND:

Cheeseman, Jason

Tavares, Amanda

CERTIFICATED MANAGEMENT

CERTIFICATED

Kindergarten (new)
Villalovoz School
Class I, Step 1, "A"
\$31, 105.85
Funding: Categorical (EIA)

Kindergarten (new)
Central School
Class I, Step 1, "A"
\$31, 105.85
Funding: Categorical (EIA)

CLASSIFIED

School Supervision Assistant (Replacement)
Monte Vista Middle School
Range 21, Step A - \$11.69 per hour
2 hours per day
Funding: General Fund

School Supervision Assistant (Replacement)
Bohn Elementary School
Range 21, Step A - \$11.69 per hour
1 hour per day
Funding: General Fund

BACKGROUND:

Allen, Jennifer

Myers, Christopher

COACHES

Assistant Cross Country
Kimball High School
Pro-rated Stipend: \$2,727.33

Assistant Frosh Football
West High School
Stipend: \$3,896.19

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: October 12, 2012
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Figueroa Jr., Jose Utility Person III	Maintenance/ Transport.	10/05/12	Personal
Merritt, Genevieve Food Service Worker	THS	10/23/12	Personal
Petrin, Joan School Supervision Assist.	Kelly	10/18/12	Personal

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

Prepared by: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: October 23, 2012
SUBJECT: Update on the Measure E “Priority 1” Projects and Approve Moving Forward with DSA Design and Construction Documents

BACKGROUND: Measure E, approved by the voters within Tracy Unified School District (TUSD) on June 6, 2006, authorized the issuance of \$51 million in bonds. The Measure E project list included the construction of a stadium and pool complex and a theater complex at West High School; and, the modernization and renovation of the Tracy High School (THS) campus. With the completion of many of the projects on the bond list, the Board received a report from staff and approved moving forward with the “Priority 1” projects at the January 10, 2012 Board meeting.

RATIONALE: The architect has completed the schematic design on the THS AG Shop, THS Weight Room and THS EB Theatre Renovation. Staff will present the status of the projects on the Priority 1 project list and will seek approval from the Board to move forward with DSA design documents.

FUNDING: Measure E Bond Funds and State School Building Fund (SSBF)

RECOMMENDATION: Update on the Measure E “Priority 1” Projects and Approve Moving Forward with DSA Design and Construction Documents

Prepared by: Bonny Carter, Director of Facilities and Planning



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: October 23, 2012
SUBJECT: **Approve and Appoint the Selected Applicants for Specified Terms on the Measure S and Measure E Bond Oversight Committees**

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: TUSD Board Policy BP 7215(a) indicates that the committee will consist of eleven members, 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 from agricultural/farming industry and an at large member of the public. Additionally, there will be four (4) alternates who are non-voting members of the committee; however, if required to establish a quorum they will be allowed to vote. Due to lack of respondents, the District sought a legal opinion from counsel to enable the TUSD Board to utilize the members of the Measure E Oversight Committee to also serve in an oversight role in regard to the Measure S bond measure and vice versa. Although the Committee members are willing to serve as the Oversight Committee for both bonds, they would like to see broader participation from our community. In response to this request, District staff sought applicants in various media forms including: school site councils, newsletters, school site postings, Channel 26, an article in the Tracy Press, personal recruitment and the TUSD public website.

The District receives applications to fill Oversight Committee positions and the applicants were interviewed by a committee, including Casey Goodall, Bonny Carter, Anthony Continente and at least one TUSD Board representative; Ted Guzman, Bill Swenson or Greg Silva. The individuals recommended for appointment and the recommended terms are attached.

FUNDING: No funding implications.

RECOMMENDATION: Approve and Appoint the Selected Applicants for Specified Terms on the Measure S and Measure E Bond Oversight Committees

Prepared by: Bonny Carter, Director of Facilities and Planning



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: October 23, 2012
SUBJECT: Approve Plan for the Tracy High School Baseball Field Project at Monte Vista Middle School

BACKGROUND: The Tracy High School Stadium and Improvement project was authorized by the Board of Education on September 13, 2011 and is well underway. Because Tracy High School is severely undersized for a high school (32 acres), it was determined early in the project planning phase that the Tracy High School baseball field would need to be relocated in order to complete the stadium project. The Board directed staff to investigate various alternatives and report back on a location to house the baseball fields. Monte Vista Middle School was chosen as the best alternative location and staff moved forward with preliminary planning on this site.

RATIONALE: A planning committee consisting of the Tracy High School (THS) principal, THS baseball coaches, the Board Facilities Committee, the Superintendent, the Associate Superintendent for Business Services, the Monte Vista (MV) principal, and a representative of the MV PE Department was formed to plan the baseball field improvements. Preliminary planning is complete and staff would like to move forward with the final planning and phase 1 construction to provide varsity facilities for the 2012/2013 baseball season (February 2013). The JV field will be completed for the 2013/2014 season; however, final plans must be completed and submitted to DSA at the earliest possible date. Phase 1 is estimated to cost approximately \$500,000. Phase 2 improvements will be evaluated and prioritized in December 2012.

FUNDING: General Fund – Unrestricted Facilities Funds \$400,000
General Fund \$100,000

RECOMMENDATION: Approve Plan for the Tracy High School Baseball Field Project at Monte Vista Middle School

Prepared by: Bonny Carter, Director of Facilities and Planning



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. James C. Franco, Superintendent
DATE: October 18, 2012
SUBJECT: Appoint Walter Gouveia, James P. Vaughn, Jr. and Jill Costa to the Tracy Unified School District Board of Education for the Years 2012 Through 2016 Pursuant to California Education Code 5326 and 5328

BACKGROUND: The San Joaquin County Registrar of Voters has certified that the number of nominees for the office of Governing Board Member of the Tracy Unified School District, does not exceed the number of offices to be filled at the November 6, 2012 General Election.

RATIONALE: In accordance with Sections 5326 and 5328 of the California Education Code, the following persons who were nominated, shall be appointed by the Governing Board at a meeting prior to the day fixed for the election, and shall be seated at the organizational meeting of the Board as if elected at a district election: Walter J. Gouveia, James P. Vaughn, Jr. and Jill Costa.

FUNDING: N/A

RECOMMENDATION: Appoint Walter Gouveia, James P. Vaughn, Jr. and Jill Costa to the Tracy Unified School District Board of Education for the years 2012 through 2016 Pursuant to California Education Code 5326 and 5328.

Prepared by: Dr. James C. Franco, Superintendent.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: October 12, 2012
SUBJECT: Approve Adoption of High School Spanish 5 Advanced Placement Textbooks

BACKGROUND: The Advanced Placement (AP) Spanish Literature course saw major changes for the 2012-13 school year. The reading list went from 58 pieces of prose, poetry and drama to 38 linguistically and thematically challenging readings. The current textbook does not contain works from all the required authors or literature titles nor does it address all six AP themes.

As part of the instructional materials adoption process, Laura McMillan, WHS Modern Language Department Chair, and Adalberto Gomez, AP 5 Spanish Literature teacher, used a District developed evaluation rubric to review three textbooks on the College Board's instructional materials list. They found *Reflexiones, Introduccion a la literatura hispanica*, AP edition, ©2013, authored by Rodney T. Rodriguez, Pearson Publishing, to be the most appropriate textbook for the AP 5 Spanish Literature course.

RATIONALE: The textbook being recommended for adoption, *Reflexiones*, demonstrates the highest correlation to the following evaluation criteria:

- Alignment with AP Spanish Language and Culture Curriculum Framework
- Instructional planning and support
- Current and relevant attention to culture
- Online teacher and student resources
- Reteaching activities
- Listening and speaking activities
- Each chapter contains essential questions, organizing concepts, and required readings.
- Selections within chapters are organized by cultural and historical periods
- Extensive focus on critical analysis of text and communication

This agenda item meets District Strategic Goal #1: Prepare all students for college and careers, and District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed.

FUNDING: Funding for the purchase of recommended materials in the amount of \$2,500 will be provided by State textbook funds.

RECOMMENDATION: Approve Adoption of High School Spanish 5 Advanced Placement Textbooks.

Prepared by: Dr. Donna Sonnenburg, Director of Instructional Media Services and Curriculum



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational services and Human Resources
DATE: October 9, 2012
SUBJECT: Approve Student Teaching Agreement with University of Phoenix

BACKGROUND: We have encouraged Institutes of Higher Education to place students in our facility to fulfill their student teaching experience with our school district. The term of this agreement shall begin October 24, 2012.

RATIONALE: Student teachers will be placed with permanent status teachers within our schools, which are willing to serve as Master Teachers with the approval of the site principal.

This agenda item meets District Strategic Goal #6: Develop and support a high performing work force, and District Strategic Goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

FUNDING: None.

RECOMMENDATION: Approve Student Teaching Agreement with University of Phoenix

Prepared by: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources.



University of Phoenix
Academic Affairs
1625 Fountainhead Parkway
Mailstop: CF-SX07
Tempe, AZ 85282
(480) 966-9577 Fax (480) 929-7164

UNIVERSITY OF PHOENIX SCHOOL AFFILIATION AGREEMENT

This Affiliation Agreement made and entered into this 24th day of October, 2012, by and between The University of Phoenix, Inc., an Arizona for profit corporation, hereinafter referred to as the "UNIVERSITY" and Tracy Unified School District, an entity domiciled in the State of California, hereinafter referred to as the "SCHOOL."

I. PURPOSE

The purpose of this Agreement is to provide education experiences for selected UNIVERSITY students, hereinafter "STUDENTS", which take place at the SCHOOL and in which the SCHOOL will participate.

II. OBLIGATIONS OF THE UNIVERSITY

1. The UNIVERSITY will offer educational programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.
2. The UNIVERSITY will keep all records and reports on STUDENT experiences in accordance with UNIVERSITY policy and regulatory requirements.
3. The UNIVERSITY will plan with the SCHOOL, in advance, its schedule of STUDENT assignments to the designated areas, including dates and numbers of STUDENTS.
4. The UNIVERSITY agrees to inform STUDENTS that STUDENTS shall be responsible for following the rules and regulations of the SCHOOL, including recognition of the confidential nature of information regarding pupils and their records.
5. The UNIVERSITY will provide to the SCHOOL a copy of course objectives for the learning experience. The SCHOOL, together with the UNIVERSITY, will make arrangements for evaluating the learning experience.
6. The UNIVERSITY will assign a faculty supervisor who will collaborate with the SCHOOL'S mentoring teacher. For purposes of this Agreement, the term "mentoring teacher" shall be defined as the district educator who has been assigned to supervise the STUDENT.
7. STUDENTS shall not be considered as employees or agents of the UNIVERSITY.
8. To help defray costs associated with the placement of STUDENTS at the SCHOOL, the UNIVERSITY shall pay compensation in accordance with Exhibit A, attached hereto and incorporated herein, upon completion of STUDENT'S assignment at the SCHOOL, or at such other time as the parties agree.

III. OBLIGATIONS OF THE SCHOOL

1. The SCHOOL shall maintain sole responsibility for the instruction, education and welfare of its pupils. SCHOOL shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils.
2. The SCHOOL agrees that STUDENTS assigned to it for counseling, administration, teaching, and/or observation experiences are under the supervision, control, and responsibility of the SCHOOL.
3. The SCHOOL shall retain the right, in its sole discretion, to request the removal of any individual from any area of the SCHOOL premises. STUDENTS shall be instructed by the UNIVERSITY to promptly and without protest leave an area whenever they are requested to do so by an authorized SCHOOL representative.
4. The SCHOOL shall provide qualified mentoring teachers for STUDENTS. Mentoring teachers will be resource persons for STUDENTS and UNIVERSITY faculty while at the SCHOOL. Mentoring teachers selected by SCHOOL will: a) assist in orienting STUDENTS to the SCHOOL, the classroom, and the pupils; b) explain all SCHOOL and district policies, rules, and regulations to STUDENTS; c) provide prompt and substantive feedback to STUDENTS regarding all performance activities and interactions with SCHOOL personnel, pupils, and parents; d) complete evaluations of STUDENTS' progress and submit them to the University faculty supervisor, after reviewing them with the applicable STUDENT; e) immediately inform the University faculty supervisor of any concerns regarding a STUDENT; f) establish a time to meet and discuss with STUDENTS their activities, impressions, reflections, and suggestions for goals and areas of improvement; g) (For student teaching) supervise STUDENTS on a daily basis - if the mentoring teacher is absent from the classroom for any reason, a certified substitute must be assigned to the classroom. Under no circumstance can a STUDENT, even if he/she is certified, serve as the substitute of record during the student teaching experience unless a separate agreement has been negotiated in writing by the SCHOOL and the UNIVERSITY.
5. The SCHOOL shall provide to UNIVERSITY and STUDENTS the policies and procedures and other relevant materials to allow STUDENTS to function appropriately within the SCHOOL.
6. STUDENTS assigned to the SCHOOL shall follow the SCHOOL'S protocols for health and safety. The SCHOOL will provide necessary emergency medical services to STUDENTS.
7. The SCHOOL shall permit STUDENTS access to the library facilities/curriculum laboratories available to their personnel. STUDENTS may not remove materials from the SCHOOL without appropriate approval.
8. The SCHOOL shall keep confidential and shall not disclose to any person or entity (a) STUDENT applications; (b) STUDENT health records or reports; and/or (c) any STUDENT records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 123G, concerning any STUDENT participating in the education experiences provided by SCHOOL, unless such disclosure is authorized by the STUDENT or is ordered by a court of competent jurisdiction. SCHOOL shall adopt and enforce policies and procedures necessary to protect the confidentiality of STUDENT records as defined herein.
9. STUDENTS shall not be considered employees or agents of the SCHOOL.

IV. INDEMNIFICATION

1. Each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the "Indemnified Party") from and against any and all claims, losses, liabilities, costs, and expenses including reasonable attorney's fees, established by judgment or alternative resolution award, arising from (a) any material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.

2. UNIVERSITY and SCHOOL shall provide prompt notification to one another and, to the extent allowed by law, shall reasonably cooperate with one another in the defense of, any lawsuits, claims, or threatened claims that pertain to services provided pursuant to this Agreement.

V. INSURANCE

1. UNIVERSITY and SCHOOL each shall maintain, as a minimum, Commercial General Liability Insurance written on an occurrence basis with insurance companies acceptable to the other party for limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, as assurance of its accountability for any such losses, claims, liabilities, or expenses.
2. Upon written request, a party shall provide the other party with a certificate evidencing such insurance coverage.
3. Insurance required by UNIVERSITY to be maintained hereunder may be provided under: (a) an individual policy; (b) a blanket policy or policies which may include other liabilities, properties and locations of UNIVERSITY or its affiliates; (c) a plan of self-insurance, provided that UNIVERSITY or any guarantor of UNIVERSITY'S obligations under this Agreement maintains, during the period of such self-insurance, a net worth of at least Fifty Million Dollars (\$50,000,000); or (d) a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by UNIVERSITY in compliance with this section, then UNIVERSITY shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, that in no event shall any deductible exceed Two Hundred Fifty Thousand Dollars (\$250,000) unless UNIVERSITY complies with the requirements regarding self-insurance pursuant to clause (c) above.

VI. REPRESENTATIONS AND WARRANTIES

1. Each party to this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and (ii) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement has been duly executed and delivered to such party.

VII. GENERAL PROVISIONS

1. Neither the SCHOOL nor the UNIVERSITY will discriminate against any person because of race, color, religion, sex, or national origin, nor discriminate against any STUDENT or student applicant with a disability pursuant to law as set forth in the Americans with Disabilities Act.
2. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the UNIVERSITY and the SCHOOL and their employees, STUDENTS, or agents, but rather is an Agreement by and among two independent contractors. Each STUDENT is placed with the SCHOOL in order to receive educational experience as part of the academic curriculum; duties performed by a STUDENT are not performed as an employee of the SCHOOL but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by SCHOOL personnel. To the extent allowed under state law, neither the SCHOOL nor the UNIVERSITY is required to provide workers' compensation coverage for the STUDENTS participating in the educational experience. UNIVERSITY acknowledges that nothing in this Agreement shall be construed to confer any right upon the UNIVERSITY or UNIVERSITY personnel to participate in, control, or direct operations at the SCHOOL.
3. The SCHOOL shall timely notify the UNIVERSITY when any UNIVERSITY employee or STUDENT has been involved in a reported incident and the UNIVERSITY shall have the opportunity to participate in any

on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident.

4. The SCHOOL and its employees shall not be entitled to compensation from the UNIVERSITY for services or actions of benefit to the UNIVERSITY which are part of or related to the educational program, however, as a professional courtesy, the mentoring teacher may be entitled to payment of the reasonable and customary honorarium or, alternatively, may at some campuses have the opportunity to enroll in a UNIVERSITY course upon completion of the supervisory assignment.
5. This Agreement constitutes the entire agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertakings of the parties pertaining to the referenced subject matter.
6. Amendments to this Agreement may be made at any time, provided, however, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the UNIVERSITY and the SCHOOL. Further, this Agreement may not be assigned by either party without prior written approval of the other party.
7. No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the party waiving the breach.
8. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
9. This Agreement is not intended to create any rights or interests for any other person or entity other than the SCHOOL or the UNIVERSITY.
10. This Agreement will be governed by the laws of the State of Arizona and shall in all respects be interpreted, enforced, and governed by Arizona laws.

VIII. ARBITRATION

1. In the event any dispute or controversy arising out of this Agreement cannot be settled by the parties, such controversy or dispute shall be submitted to arbitration in Phoenix, Arizona, and for this purpose each party hereby expressly consents to such arbitration in such place. In the event the parties cannot mutually agree upon an arbitrator and procedure to settle their dispute or controversy within fifteen (15) days after written demand by one of the parties for arbitration, then the dispute or controversy shall be arbitrated by a single arbitrator pursuant to the then-existing rules and regulations of the American Arbitration Association governing commercial transactions. The decision of the arbitrator shall be binding upon the parties hereto for all purposes, and judgment to enforce any such binding decision may be entered in Superior Court, Maricopa County, Arizona. Each party hereby expressly and irrevocably consents to the jurisdiction of said court. At the request of either party, arbitration proceedings shall be conducted in the utmost secrecy. In such case, all documents, testimony and records shall be received, heard and maintained by the arbitrator in secrecy, available for inspection only by either party and by their attorneys and experts who shall agree, in advance and in writing, to receive all such information in secrecy. In all other respects, the arbitration shall be conducted pursuant to the Uniform Arbitration Act as adopted in the State of Arizona and then existing rules and regulations of the American Arbitration Association governing commercial transactions to the extent such rules and regulations are not inconsistent with such Act or this Agreement.

IX. TERM AND NOTICE

1. This Agreement shall become effective on October 24, 2012, and shall remain in effect until terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. Notwithstanding any such termination, all STUDENTS already enrolled in and participating in education experiences at SCHOOL at the time of the notice of termination shall be given a period of time not to exceed six (6) months from the date of the notice of termination during which to complete their education experiences at SCHOOL.
2. Any notice given under this Agreement may be given by personal delivery, overnight air express, or certified United States mail, return receipt requested. Notice shall be deemed to be given either (a) upon actual receipt, if notice is by personal delivery or by overnight air express; or (b) five (5) business days after mailing, if the notice is by United States mail, return receipt requested. Notice under this Agreement shall be given in writing to the parties at the addresses stated below, or to such other persons or places as either party may from time to time designate by written notice to the other party.

If to the UNIVERSITY: University of Phoenix
College of Education
1625 Fountainhead Parkway
Mailstop: CF-SX07
Tempe, AZ 85282

With a copy to: University of Phoenix
Apollo Legal Services
4025 S. Riverpoint Parkway
Mail Stop AA-F102
Phoenix, AZ 85040

If to the SCHOOL:

Tracy Unified School District
Human Resources
1875 W. Lowell Ave
Tracy, CA 95376

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first subscribed above.

UNIVERSITY:

AGENCY:

Signature

Signature

Name

Name (Print or Type)

Title

Title

Phone

Fax

Phone

Fax

Date

Date

E-Mail address

E-Mail address

EXHIBIT A

In accordance with Section II, paragraph 8, UNIVERSITY shall compensate the following upon completion of the STUDENT's assignment:

Mentoring Teacher	\$ <u>30.00</u> /per week per student teaching assignment
-------------------	---

Faculty Supervisor (if any)	\$ <u>110.00</u> /per <u>site visit</u>
-----------------------------	---