

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

**DATE: TUESDAY, APRIL 8, 2014**

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

**TIME: 5:20 PM Closed Session  
7:00 PM Open Session**

**A G E N D A**

1. **Call to Order** Pg. No.
2. **Roll Call – Establish Quorum**  
Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, G. Silva, J. Vaughn  
Staff: J. Franco, C. Goodall, S. Harrison, 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 Intra-District Attendance Appeal #13-14/AA5  
**Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain \_\_\_
    - 3.1.2 Finding of Fact #13-14/#53
  - 3.2 **Human Resources:**
    - 3.2.1 Consider Leave of Absence Requests for Certificated Employees Pursuant to Article XX  
**Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain \_\_\_
    - 3.2.2 Consider Leave of Absence Request for Certificated Employee #UC-855 Pursuant to Article XX  
**Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain \_\_\_
    - 3.2.3 Consider Leave of Absence Request for Certificated Employee #UC-856 Pursuant to Article XX  
**Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain \_\_\_
    - 3.2.4 Consider Public Employee/Employment/Discipline/Dismissal/Release  
**Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain \_\_\_
    - 3.2.5 Conference with Labor Negotiator  
Agency Negotiator: Sheila Harrison  
Assistant Superintendent of Educational Services & Human Resources  
Employee Organization: CSEA, TEA
4. **Adjourn to Open Session**

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|---|----------------|
| <b>5. Call to Order and Pledge of Allegiance</b>  | <b>Pg. No.</b> |
| <b>6. Closed Session Issues:</b>  |                |
| 6a Report Out of Action Taken on Intra-District Attendance Appeal #13-14/AA5<br><b>Action: Vote:</b> Yes __; No __; Absent __; Abstain __.  |                |
| 6b Finding of Fact #13-14/#53<br><b>Action: Motion</b> __; <b>Second</b> __. <b>Vote:</b> Yes __; No __; Absent __; Abstain __.   |                |
| 6c Report Out of Action Taken on Consider Leave of Absence Requests for<br>Certificated Employees Pursuant to Article XX<br><b>Action: Vote:</b> Yes __; No __; Absent __; Abstain __.  |                |
| 6d Report Out of Action Taken on Consider Leave of Absence Request for<br>Certificated Employee #UC-855 Pursuant to Article XX<br><b>Action: Vote:</b> Yes __; No __; Absent __; Abstain __.  |                |
| 6e Report Out of Action Taken on Consider Leave of Absence Request for<br>Certificated Employee #UC-856 Pursuant to Article XX<br><b>Action: Vote:</b> Yes __; No __; Absent __; Abstain __.  |                |
| <b>7. Approve Special Minutes of March 19, 2014.</b>  | <b>1</b>       |
| <b>Action:</b> Motion __; Second __. <b>Vote:</b> Yes __; No __; Absent __; Abstain __.   |                |
| <b>Approve Special Minutes of March 21, 2014.</b>   | <b>2</b>       |
| <b>Action:</b> Motion __; Second __. <b>Vote:</b> Yes __; No __; Absent __; Abstain __.   |                |
| <b>Approve Regular Minutes of March 25, 2014.</b>   | <b>3-8</b>     |
| <b>Action:</b> Motion __; Second __. <b>Vote:</b> Yes __; No __; Absent __; Abstain __.   |                |
| <b>8. Student Representative Reports: Tracy High:</b> Mika Fithian; <b>West High:</b> Jessica Rasmussen; <b>Kimball High:</b> Lindsay Huckaba; <b>Stein High:</b> Steven Medina.  |                |
| <b>9. Recognition &amp; Presentations:</b> An opportunity to honor students, employees and community members for outstanding achievement:   |                |
| 9.1 Tracy High School Update  |                |
| 9.2 Recognize and Congratulate the Outstanding Employees of the Spring Term for the 2013-14 School Year   | <b>9</b>       |
| <b>10. Hearing of Delegations:</b> 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 yellow speaker's card). |                |
| <b>11. Information &amp; Discussion Items:</b> An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.   |                |
| 11.1 <b>Administrative &amp; Business Services:</b> None.   |                |
| <b>12. PUBLIC HEARING:</b> None.  |                |
| 12.1 <b>Administrative &amp; Business Services:</b>   |                |
| 12.1.1 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP) and Associated Expenditures   | <b>10</b>      |

- 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:**
- |               |   |              |
|---------------|---|--------------|
| <b>13.1.1</b> | Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation From the Staff and Students of the Tracy Unified School District | <b>11-12</b> |
| <b>13.1.2</b> | Approve Assembly, Service, Business and Food Vendors  | <b>13-20</b> |
| <b>13.1.3</b> | Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   | <b>21-23</b> |
- 13.2 Educational Services:**
- |               |  |              |
|---------------|--|--------------|
| <b>13.2.1</b> | Approve Agreement for Special Contract Services with Project GLAD to Provide Teacher Training for Middle and High School Teachers in June 2014   | <b>24-26</b> |
| <b>13.2.2</b> | Approve Out of State Travel for Ken Wedel to Attend the United World College; International Baccalaureate Teacher Training Workshop in Albuquerque, New Mexico on June 23 – 26, 2014   | <b>27</b>    |
| <b>13.2.3</b> | Ratify the Memorandum of Understanding (MOU) Between the Tracy Unified School District and Sow A Seed Community Foundation to Provide Prevention and Intervention Services to TUSD Students Eleven Through Eighteen Years of Age for the 2013-14 School Year | <b>28-32</b> |
| <b>13.2.4</b> | Approve Agreement for Special Contract Services with Carnegie Learning (CL) to Provide Implementation Support for the Adoption of CL High School Mathematics Curricula for the 2014-2015 School Year   | <b>33-35</b> |
- 13.3 Human Resources:**
- |               |  |              |
|---------------|--|--------------|
| <b>13.3.1</b> | Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees | <b>36-37</b> |
| <b>13.3.2</b> | Approve Classified, Certificated and/or Management Employment  | <b>38-39</b> |
- 14. Action Items:** Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.
- 14.1 Administrative & Business Services:**
- |                |   |              |
|----------------|---|--------------|
| <b>14.1.1</b>  | Authorize the Superintendent or His Designee to Purchase One Transportation Service Truck and One Set of Koni Four Post Lifts for the Transportation Shop | <b>40</b>    |
| <b>Action:</b> | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.  |              |
| <b>14.1.2</b>  | Approve Agreements Between the School District and the Tracy Learning Center Charter Schools for Use of the Facilities to be Rehabilitated                | <b>41-53</b> |
| <b>Action:</b> | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___.  |              |

|             |   |  |                          |
|-------------|---|--|--------------------------|
|             | <b>14.1.3</b>   | Approve and Appoint the Selected Applicants for Specified Terms on the Measure S Bond Oversight Committee  | <b>Pg. No.<br/>54-55</b> |
|             | <b>Action:</b>  | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent ___; Abstain__.   |                          |
| <b>14.2</b> | <b>Educational Services:</b>  |  |                          |
|             | <b>14.2.1</b>   | Approve the Facilities Use Agreement (FUA) Between the Tracy Unified School District and Tracy Learning Center Charter School for Primary Charter School, Discovery Charter School and Millennium Charter School | <b>56-69</b>             |
|             | <b>Action:</b>  | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent ___; Abstain__.   |                          |
|             | <b>14.2.2</b>   | Approve Lease Termination Agreement and General Release with Nextel of California, Inc.  | <b>70-75</b>             |
|             | <b>Action:</b>  | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent ___; Abstain__.   |                          |
|             | <b>14.2.3</b>   | Consider the Charter Renewal for the Tracy Learning Center's Primary Charter School (Separate Cover Item)  | <b>76</b>                |
|             | <b>Action:</b>  | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent ___; Abstain__.   |                          |
| <b>14.3</b> | <b>Human Resources:</b>   |  |                          |
|             | <b>14.3.1</b>   | Approve Superintendent's Contract  | <b>77-85</b>             |
|             | <b>Action:</b>  | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent ___; Abstain__.   |                          |
|             | <b>14.3.2</b>   | Approve Agreement for Superintendent's Transition  | <b>86-87</b>             |
|             | <b>Action:</b>  | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent ___; Abstain__.   |                          |
|             | <b>14.3.3</b>   | Approve Tentative Agreements with the Tracy Educators Association (Separate Cover Item)  | <b>88-89</b>             |
|             | <b>Action:</b>  | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent ___; Abstain__.   |                          |
|             | <b>14.3.4</b>   | Approve New Salary Increase to CSEA Salary Schedule, Based on Me-Too Clause (Separate Cover Item)  | <b>90-91</b>             |
|             | <b>Action:</b>  | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent ___; Abstain__.   |                          |
|             | <b>14.3.5</b>   | Approve New TSMA Salary Agreement (Separate Cover Item)  | <b>92-93</b>             |
|             | <b>Action:</b>  | Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent ___; Abstain__.   |                          |
| <b>15.</b>  | <b>Board Reports:</b> An opportunity for board members to discuss items of particular importance or interest in the district.   |  |                          |
| <b>16.</b>  | <b>Superintendent's Report:</b> 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. |  |                          |
| <b>17.</b>  | <b>Board Meeting Calendar:</b>  |  |                          |
|             | <b>17.1</b>   | <b>May 13, 2014</b>  |                          |
|             | <b>17.2</b>   | <b>May 27, 2014</b>  |                          |
|             | <b>17.3</b>   | <b>June 10, 2014</b>   |                          |
|             | <b>17.4</b>   | <b>June 24, 2014</b>   |                          |

**18. Upcoming Events:**

|             |                          |                                      |
|-------------|--------------------------|--------------------------------------|
| <b>18.1</b> | <b>April 18-25, 2014</b> | <b>No School, Spring Break</b>       |
| <b>18.2</b> | <b>May 2, 2014</b>       | <b>No School, Staff Buy Back Day</b> |
| <b>18.3</b> | <b>May 26, 2014</b>      | <b>No School, Memorial Day</b>       |
| <b>18.4</b> | <b>May 30, 2014</b>      | <b>Last Day of School</b>            |
| <b>18.5</b> | <b>May 31, 2014</b>      | <b>Graduation</b>                    |

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  
Special Meeting of the Governing Board  
For Tracy Unified School District  
Held on Wednesday, March 19, 2014**

**5:30 PM**

1. President Vaughn called the Tracy Unified School District Board of Education to order

**Roll Call –  
Establish Quorum**

2. Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, G. Silva, J. Vaughn

Also present: Dr. Wendell Chun, Dr. John Cruz

Staff: None.

**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.

Human Resources:

**3.1.1** Public School Employment: Superintendent

**Adjourn: 6:35 p.m.**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

**Minutes of  
Special Meeting of the Governing Board  
For Tracy Unified School District  
Held on Friday, March 21, 2014**

**8:15 a.m.**

1. President Vaughn called the Tracy Unified School District Board of Education to order

**Roll Call –  
Establish Quorum**

2. Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, G. Silva, J. Vaughn

Also present: Dr. Wendell Chun

Staff: None.

**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.

Human Resources:

**3.1.1** Public School Employment: Superintendent

**Adjourn: 3:10 p.m.**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, March 25, 2014**

- 5:30 PM:** 1-3. President Vaughn called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, G. Silva, J. Vaughn.  
Absent: K. Lewis  
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry
- 7:06 PM** 5. President Vaughn called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Certificated Employee #UC-823, Pursuant to Article XX  
**Action:** Approved. **Vote:** Yes-6; No-0; Absent-1(Lewis)  
6b Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-190, Pursuant to Article XXIII  
**Action: Deny. Vote:** Yes-6; No-0; Absent-1(Lewis)  
6c Report out on board's discussion that they have interviewed several candidates for the superintendent's position for Tracy Unified. There was a talented pool of applications. The board decided on a top candidate and are recommending that the consultant offer the candidate a contract.
- Minutes:** 7. **Approve Regular Minutes of February 11, 2014.**  
**Action:** Guzman, Gouveia.  
**Vote:** Yes-5; No-0; Absent-1(Lewis); Abstain-1(Crandall)
- Employees Present:** C. Minter, J. Danoy, C. Johannes, F. Medina, L. Huggins, E. Valadez, R. Riddle, J. Anderson, T. Peterson, B. Huff, B. Carter, R. Gill, D. Pickering
- Press:** D. Rizzo, Tracy Press
- Visitors Present:** E. Velasco, S. Gonzalez, M. Romero, M. Romero, E. Bueno, C. Bradley, D. Wallace, K. Boporai, P. Warwick, G. Hepner, L. Gutierrez, N. Aguon, R. Khehra, M. Fithian, V. Stewart, M. Rios, B. Ruelas, M. Beringer, A. Larez, D. Rosales, R. Morelos, D. Garcia, E. Valadez, J. Aguilar, K. Johnson, L. Huckaba, C. Johannes, C. Conner, A. Compofiorito
- Student Rep Reports:** 8. **Tracy High:** Mika Fithian reported that Tracy High students are keeping busy with activities. Their academic and freshman rallies were successful. Saturday is the prom which will be held at a small country club. They are busy fundraising for a cure and Kimball High students are also helping out. Sports are doing well and the soccer team has had an outstanding record and won 4-2 against Franklin. The Bulldog Project started outreach to middle school and elementary students about

bullying. Students are looking forward to Relay for Life.

**West High:** Jessica Rasmussen reported that their track team took first in the all city meet with both junior varsity and varsity teams winning their divisions. Their female wrestler placed 6<sup>th</sup> at state and their freshman member made it to state which is a huge accomplishment. They are excited for prom which will be in 2 weeks. It will take place on a boat and they have sold 400 tickets in the first five days. Madison Tessera was recognized for her outstanding academics, swimming and the arts. They held their Renaissance Assembly which is held quarterly to honor students. They received root beer floats and gift cards.

**Kimball High:** Lindsay Huckaba reported that spring sports are underway. They held their multi-cultural rally and had dancing and various foods. Students enjoyed it and learned about difference cultures. Class officer elections were held and leadership had their first annual prom at Astoria Gardens. Student interacted with the residents. Students are looking forward to next year. Their Gatsby Prom will be held in April at His Lordship. Students are getting ready for Relay for life and were recognized for having the most members in the whole organization. CSTs are tomorrow. The last and final rally is being planned.

**Stein High:** Steven Medina reported that spirit week is in full swing at Stein High. The Yearbook Club organized it with various dress up days. They also have many events such as on April 17<sup>th</sup> is the Senior Breakfast and egg hunt. The Key Club is hosting a fundraiser for cure garret. Students will visit Astoria Gardens' residence. The Book Club is starting the third hunger game series. Teacher, Ms. Gill, has been implementing STEM into her curriculum. It helps students incorporate more science and math into their learning. Cyber High is keeping track of earned credits more efficiently.

**North School:** Maria Rios and Brenda Ruelas are both 8<sup>th</sup> grade leadership students and math program students at North. They took algebra 1 in 7<sup>th</sup> grade and are now at West High to take a geometry class at 7:15 a.m. North has many after school activities and the Boys and Girls Club. They will soon start an after school technology program and will be building computers and learning how to make apps. This year students will use computers and headphones to take tests. North has many events such as awards ceremonies and the talent show. The end of the year is coming up and many classes will be having ice cream or pizza parties. The 8<sup>th</sup> graders will be going to Great America.

**Monte Vista:** Araya Corral, Michael O'Leary, Alys Farfan presented a power point. The students reviewed various programs and events such as leadership, red ribbon week, spirit days, college day, and a field trip to McHenry House. They have donated to Pennies for Patients, a leukemia fundraiser. The WEB program is for 6<sup>th</sup> graders. Students visited a district meeting about bullying. North has a fun and safe environment

## **Recognition & Presentations:**

### **9.1 Stein High School Update**

Principal, Cynthia Johannes and teacher Ranvir Gill presented a power point on the Common Core. Teachers are preparing for instruction, curriculum and skills.

The board approved the new curriculum and teachers and students will use new devices. Students will also have the option to use pen and pencil. They will use laptops for CAHSEE prep and smarter balanced assessment. There are new general science standards. Some of their teachers are members of district steering committee. Teachers meet with student committee members and a district trainer. On May 2<sup>nd</sup>, Stein teachers are presenting at the Model Schools Conference. In April, their library will be getting new computers. The Common Core is raising rigor and relevance for all students.

## 9.2 Duncan Russell/Willow Day School Update

Director of Adult and Career Tech Education, Dave Pickering, presented a power point. This year they have made changes to Willow Community Day School and it is showing positive results. They are no longer expelling the rate of students that they used to so Willow has had a lower population. They are looking for other students that they could help by working with the Students Services Department and high school counselors to select students to send to Willow. Students are assessed for ELA and Math and they hope to help them achieve missing credits and to be able to go back to their school and be successful. The goals at both schools are to help students overcome academic barriers and achieve academic success. Credit recovery is through a software program called Cyber High. This was originally developed for migrant students in order for them to transfer schools throughout the state and stay on track. It was taken over by high schools since they are A-G approved. Cyber high and Apex both meet common core standards. These both can be worked on at home and at school.

## 9.3 Recognize and Congratulate Tracy High School Cheerleading Squad for Winning the National Championship at the JAMZ Nationals in the Show Cheer Level 1 Large Division on February 21, 2014 in Las Vegas

Assistant Superintendent of Educational Services and Human Resources, Dr. Sheila Harrison, recognized the Tracy High School Cheerleading Squad which was first out of five teams with a winning score of 90.7%. Coaches, Sheila Soares and Lauren Ortega were also recognized. Dr. Franco presented them with certificates.

## 9.4 Recognize and Congratulate Students From the SkillsUSA Region V Competition Team And Presentation of Events that Students Participated in

Students presented a power point which showed various events including crime scene investigation, community service project, entrepreneurship, extemporaneous speaking, pin design, and photography. They thanked various community members who helped them with their projects and also thanked their advisor, Lynn Huggins.

## Hearing of Delegations

10. Ray Morelos, Sam Aranda and are with the Tracy Hispanic Business Group. They have noticed that the student participation has decreased and would like assistance to help get scholarship applications out to more students. This is the 11<sup>th</sup> year they have been giving scholarships and this year they will be honoring the military on Saturday, April 26<sup>th</sup> at the Tracy Community Center. They have given out over \$80,000 throughout the years. He extended an invitation to the

board to attend the event.

|  |                |   |
|--|----------------|---|
| <b>Information &amp; Discussion Items:</b> | <b>11.1</b>    | <b>Administrative &amp; Business Services:</b> None.  |
| <b>Public Hearing:</b>                     | <b>12.1</b>    | <b>Administrative &amp; Business Services:</b> None.  |
|  | <b>12.2</b>    | <b>Educational Services:</b>  |
|  | <b>12.2.1</b>  | Conduct a Public Hearing Regarding the Charter Renewal Petition for the Tracy Learning Center's Primary Charter School (K-4)<br>(Separate Cover Items)<br><br>Opened public hearing at 8:18 p.m.<br>Comments:<br>Carolyn Woods, the Learning Director at Primary Charter, had 4 <sup>th</sup> grade students speak about their success at Tracy Learning Center. She is proud of them and she thanked the board for their support.<br>Brett Johnson is a parent with 2 sons at the school. He is very supportive of the school and feels that they have an excellent program and promotes high achievement. He believes it is the best K-4 school in Tracy.<br>Closed public hearing at 8:24 p.m. |
| <b>Consent Items:</b>                      | <b>Action:</b> | Crandall, Gouveia. <b>Vote:</b> Yes-6; No-0; Absent-1(Lewis)  |
|  | <b>13.1</b>    | <b>Administrative &amp; Business Services:</b>  |
|  | <b>13.1.1</b>  | Accept the generous donations from the various individuals, businesses, and school site parent teacher associations listed herein with thanks and appreciation from the staff and students of the Tracy Unified School District   |
|  | <b>13.1.2</b>  | Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   |
|  | <b>13.1.3</b>  | Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   |
|  | <b>13.1.4</b>  | Authorize the Director of Food Services to Solicit Bids for Food, Non-Food and Paper Products for the 2014/2015 school year.  |
|  | <b>13.1.5</b>  | Approve Accounts Payable Warrants (February, 2014)<br>(Separate Cover Item)   |
|  | <b>13.1.6</b>  | Approve Payroll Reports (February, 2014)  |
|  | <b>13.1.7</b>  | Approve Revolving Cash Fund Reports (February, 2014)  |
|  | <b>13.2</b>    | <b>Educational Services:</b>  |
|  | <b>13.2.1</b>  | Approve CAHSEE Requirements Waiver for a Student with an Individual Education Program (IEP) for the 2014-2015 School Year   |
|  | <b>13.2.2</b>  | Ratify Overnight Travel for the Merrill F. West High School Black Student Union Members to Attend the 2014 United Black Student Unions of California (UBSUC) State Leadership Convention in Culver City, CA on March 21-23, 2014  |
|  | <b>13.2.3</b>  | Approve Agreement for Special Contract Services with National School Public Relations Association (NSPRA), National Consultant, Dr. John Draper to Present the Keynote Address at the District's  |

Welcome Back Program at West High School on Monday, September 8, 2014.

**13.3 Human Resources:**

- 13.3.1** Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2** Approve Classified, Certificated and/or Management Employment
- 13.3.3** Ratify Agreement for Special Contract Services for Assistant Track Coach Sam Cavallaro for the 2014 Track Season

**Action Items:**

**14.1 Administrative & Business Services:**

- 14.1.1** Approve Resolution No. 13-21 Approving Updated Preliminary Official Statement Relating to 2014 General Obligation Refunding Bonds of the District; and, Approving Related Documents and Actions

**Action:** Crandall, Silva. **Vote:** Yes-6; No-0; Absent-1(Lewis)

**14.2 Educational Services:**

- 14.2.1** Approve the Memorandum of Understanding (MOU) Between the Tracy Unified School District and Tracy Learning Center Charter School for Primary Charter School, Discovery Charter School and Millennium Charter School (Separate Cover Items)  
This item was moved up on the agenda.

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

**14.3 Human Resources:**

- 14.3.1** Acknowledge Receipt of CSEA's Sunshine Proposal for the 2014-2015 School Year

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

**Board Reports:**

Trustee Silva attended the facilities meeting and reviewed the parking situation at Tracy High School. They are looking at several solutions and they hope to come up with something that will make everyone happy. He also worked the snack bar at West High School and one of the parents said how nice the facilities were. He wanted to pass that along. Trustee Costa mentioned the common core stakeholders consultation meeting on April 1st in the library at Tracy High. This is a chance for everyone to work with district on the LCAP. She congratulated all of the art students who have their pieces on display in the district lobby. They have done a great job. She also enjoyed reading about Mr. Walker's 5<sup>th</sup> grade class. Trustee Gouveia mentioned that we need input from parents and students, for the LCAP. He also congratulated Central School and Mr. Walker. Trustee Guzman commented that they are researching the parking issue at Tracy High. The all district music concert will be held at West High School on Thursday. Trustee Crandall commented that on last Friday the board had a special meeting to interview candidates for the superintendent's position. They narrowed the field down to two initially and by end of day made a selection. They had a site visit today by several board members and confirmed their choice. Trustee Vaughn attended the Tracy MJB basketball tournament in March in Anaheim. A lot of Tracy Unified students are a part of that. The kids did well, had great sportsmanship and he is proud of team. We were very fortunate to get a lot of qualified candidates for the superintendent position. Dr. Franco's shoes will never

be filled. He is confident that the board has made a good decision. A Public announcement will be made at the April 8<sup>th</sup> board meeting.

**Superintendent  
Report:**

The All District Music Concert is scheduled for Thursday, at West High Gym. It's always a great event. Tracy High's academic decathlon team participated in the state competition and took 9<sup>th</sup> place. The "Music Man" at Kimball High School was a great production. A special thank you to Bohn Parent Club for their \$9997 donation for the new swing set. Good job to James for running a great meeting.

**Adjourn:** 8:36 pm

**Action:** Silva, Guzman. **Vote:** Yes-6; No-0.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** March 28, 2014  
**SUBJECT:** **Recognize the Outstanding Employees of the Spring Term for the 2013-14 School Year**

**BACKGROUND:** Three times each school year, nominations for outstanding employees are solicited from staff. A selection committee composed of one administrators; one classified/confidential representative, two certificated representatives and one classified representative review the nominations and make the selections. This is the 30th year the District has been recognizing outstanding employees.

**RATIONALE:** The employees are recognized by the School Board and they are also recognized at their school sites in various ways. At the end of the year, the nominations of the three employees who have received recognition as Outstanding Employees of the Term in each category are reviewed, and one employee in each category is selected as Outstanding Employee of the Year.

This agenda item meets District Strategic Goal #7: Develop and utilize partnerships to achieve District Goals.

**FUNDING:** N/A

**RECOMMENDATION:** Recognize Gloria Piuser (K-5), Cherie Johnston, (6-8) and Tom O'Hara (9-12) as Outstanding Certificated Employees, and Sheryl Smith as Outstanding Management Employee for the Spring Term of the 2013-2014 school year.

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent of Business Services  
**DATE:** April 1, 2014  
**SUBJECT:** **Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP) and Associated Expenditures**

**BACKGROUND:** As part of the 2013-14 California State Budget, the legislature adopted new accountability measures, known collectively as the Local Control Accountability Plan (LCAP). The LCAP requires that:

- Districts set annual goals in eight specified areas:
  - Basic Services
  - Implementation of Common Core State Standards
  - Parent Involvement
  - Pupil Achievement
  - Pupil Engagement
  - School Climate
  - Course Access
  - Other Pupil Outcomes
- Districts must specify actions they will take to achieve those goals
- Districts must use a standard format to report the LCAP plan
- Districts must solicit input from various stakeholder groups, including school employees, a parent advisory committee, a separate EL parent advisory committee.
- Districts must hold at least two public hearings to discuss and adopt (or update) the LCAP. The first hearing must solicit recommendations and comments from the public regarding expenditures proposed in the plan.

**RATIONALE:** District staff members have solicited input from the required stakeholder groups. The most recent meeting was held on Tuesday, April 1, 2014 in the Tracy High School library. A rudimentary LCAP plan will be prepared prior to the April 8 board meeting. The purpose of this public hearing is to solicit recommendations and comments from the public regarding expenditures proposed in the LCAP plan.

**FUNDING:** No funding is required for this agenda item, but the results will influence budget decisions in the future.

**RECOMMENDATION:** Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP) and Associated Expenditures.

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** March 18, 2014  
**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 Unified School District:

1. Tracy Unified School District: From the Tracy Hospital Foundation in the amount of \$22,400.00 (ck. #1159867). Tracy Hospital Foundation's Board of Trustees has awarded this grant to Tracy Unified School District to be used for the CATCH: Child Health and Fitness Program. The funding will be dispersed among identified CATCH Program schools to improve the health and well being of the students.

Central Elementary School:

1. Tracy Unified School District/Central Elementary School: From First Book, 1,961 books at a combined value of \$19,400.00. These books will be distributed among and donated to the students of Central School.

Freiler School:

1. Tracy Unified School District/Freiler School: From the Freiler School Parent Association in the amount of \$1,441.67 (ck. #2016 - \$917.35, ck. #2017 - \$524.32). This donation will benefit the staff and students of Freiler school and will go towards the purchase of various school supplies.
2. Tracy Unified School District/Freiler School: From the Freiler School Parent Association in the amount of \$837.98 (ck. #4597 - \$730.56, ck. #4598 - \$107.42). This donation will benefit the students of Freiler School and will be used towards the purchase of classroom supplies.

West High School:

1. Tracy Unified School District/West High School: From West High School's Class of 2014 Associated Student Body, a painted mural of West High School's new Wolf Pack logo with a value of \$3,000.00. This mural will be painted on an outside wall, facing the quad area. It will be enjoyed for years to come by the staff and students 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:** March 27, 2014  
**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

| Date Board<br>Approved  | Vendor   | Insurance<br>Expires |
|---|--|----------------------|
| <b>SMOKING, TOBACCO PRODUCTS, ALCOHOL, DRUGS, FIREARMS OR EXPLOSIVES ARE PROHIBITED ON ANY SCHOOL DISTRICT PROPERTY. Vendors must be aware of the location of emergency exits at all times. Vendors are prohibited from applying pesticides, chemicals, or cleaning products to district facilities or grounds.</b><br><b>FLAMES ARE PROHIBITED INDOORS ON DISTRICT PROPERTY - SEE SPECIFICS UNDER FOOD VENDOR BELOW!</b> |  |                      |
| <b>↓ ADDING THE FOLLOWING VENDORS FOR BOARD APPROVAL ↓</b>  |  |                      |
|   | <b>UNeed2</b> - help student build a computer. Lynda Hawkins - 662-1188 or Eric Hawkins - 510-952-1473, ehawkins@sbcglobal.net, lyndahawkins@sbcglobal.net, www.uneed2.org       | 10/20/2014           |
|   | <b>Historic Old Sacramento Foundation</b> - presents 1 hour presentations on California History. Janessa West - 916-808-4980, Jwest@cityofsacramento.org, www.historicoldsac.org | 2/4/2015             |
| <b>↓ APPROVED LIST BELOW BY EXPIRATION DATE ↓</b>   |  |                      |
| 5/28/13   | <b>Gallo Center for the Arts</b> , Bullying Prevention Performance, "The Bully Buster Rides Again". Raul Garcia, 338-5020, rgarcia@galloarts.org, www.galloarts.org              | 4/9/2014             |
| 5/28/13   | <b>Recruiting Realities</b> - Athlete Recruitment for college (parents and coaches). Lucy Cohen - 800-242-0165, jackrenkens@earthlink.net, www.recruitingrealities.com           | 4/15/2014            |
| 5/14/13   | <b>Summit Solutions Consultation</b> , Facilitator of E15 Motivational speaker, Chris Stevens, 607-9113, chris@summitsolutionsconsulting.com, www.summitsolutionsconsulting.com  | 4/23/2014            |
| 2/12/08   | <b>Ravioli the Clown</b> - Denis Martinez - 835.3535, www.raviolitheclown.com  | 5/1/2014             |
| 4/23/13   | <b>Rick Sullivan, Lenard "The Kyd" Jackson</b> teenage comedian. (510) 228-7038, ugotjokes@comcast.net, www.ugotjokes.net  | 5/1/2014             |

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| 2/12/08  | <b>Sparkles the Clown</b> , Terry Donaldson - 835-8383,<br>www.sparklesdelight.com  | 5/1/2014  |
| 9/13/11  | <b>Youth for Christ - Point Break</b> Adolescent Resources.<br>Violence Prevention Services. Contact Joan Stone in<br>Prevention Services 830-3218.                                   | 5/1/2014  |
| 2/23/10  | <b>All for KIDZ, Inc.</b> Producers of <b>THE NED SHOW-</b><br><b>character education program.</b><br>Customercare@allforkidz.com, www.thenedshow.com1-<br>877-872-9696 x101          | 5/4/2014  |
| 9/13/11  | <b>Athletic Perfection</b> - Cheer Routine choreography.<br>Jennifer Moore 609-8736, jennwhip29@hotmail.com,<br>julie@athleticperfectioncheer.com,<br>www.athleticperfectioncheer.com | 5/14/2014 |
| 9/11/12  | <b>Give Every Child A Chance</b> , Tutor Mentoring Program,<br>855-0702, www.gecacracy.org  | 5/18/2014 |
| 8/28/07  | <b>Horizon Intertaiment</b> - Teen Truth Anti Bully JC Pohl<br>818 755 8800 , jc@teentruthlive.com  | 5/18/2014 |
| 9/11/12  | <b>Camfel Productions-</b> A Multi Media Production. Veronica<br>Loya, 626-960-6922, veronica@camfel.com.<br>www.camfel.com   | 6/1/2014  |
| 2/14/12  | <b>Sound Wave Mobile DJ</b> - David Gomes-510-938-7903,<br>info@soundwavemobiledj.com,<br>www.soundwavemobiledj.com   | 6/1/2014  |
| 12/13/11 | <b>Main Street Music</b> - Ken & Diana Cefalo,<br>kencefalo@yahoo.co, dcefalo@sbcglobal.net,  | 6/3/2014  |
| 2/14/12  | <b>PIQE-Parent Institute for Quality Education</b> - Teresa<br>Guerrero, 238-9496/484-8404, tguerrero@piqe.org,<br>www.piqe.org   | 6/10/2014 |
| 10/25/11 | <b>Sow A Seed Community Foundation</b> - Rodeshia<br>Ransome. Provide at risk youth and families with tools.<br>645-2012 or 510-376-3533, sowaseedcf@yahoo.com.<br>www.sowaseedcf.org | 6/10/2014 |

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| 9/25/2012 | <b>SOS Entertainment</b> - Sound, Lighting & Event Production Company. Derek Sage - 661-424-1767, info@sosentertainment.com, www.sosentertainment.com   | 6/25/2014 |
| 4/23/13   | <b>Child Abuse Prevention Council of San Joaquin County</b> , Lindy Turner-Hardin, 464-4524, lturner@nochildabuse.org, www.nochildabuse.org   | 7/1/2014  |
| 3/8/11    | <b>Dr. Andrew Trosien, DDS.</b> Oral Hygiene Instructions. Call Megan or Julie at 833-1240  | 7/1/2014  |
| 11/13/07  | <b>Yosemite Community College - Great Valley Museum Program.</b> Science and natural history information classes, programs, and exhibits. Molly Flemate Museum Specialist 209-575-6196. NO LIVE OR DEAD ANIMALS | 7/1/2014  |
| 10/22/13  | <b>Barbizon Performing Arts Academy</b> - Jamie Sorenson - 415-583-3055, jamie@barbizon.tv  | 7/8/2014  |
| 4/12/11   | <b>Explorit Science Center</b> - 530-756-0191, explorit@explorit.org, www.explorit.org  | 7/21/2014 |
| 2/11/14   | <b>SJ Micke Grove Zoological Society</b> - Outreach program for Title 1 schools to improve science literacy. Meets State & NGSS standards. Allison Meader, 331-2138, ameador@sjgov.org, www.mgzoo.org           | 8/1/2014  |
| 2/14/12   | <b>CAM Counseling and More</b> - Lettie Ordone. 640-4179, 832-1094, lordonecam@yahoo.com. Www.lordonecam.com  | 8/7/2014  |
| 2/26/13   | <b>Media Fusion Studios</b> , Video Production, Nick Xanttopulos, 957-4021, nick@mediafusionstudios.com, www.mediafusionstudios.com   | 8/22/2014 |
| 2/11/14   | <b>Eaton Interpreting Services, Inc.</b> Provides on-site & viedo remote sign language interpreting services. Lindsey Divino, 916-721-3636, info@eatoninterpreting.com  | 8/27/2014 |

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| 1/25/11  | <b>Sorren Bennick Productions</b> - Power of One Anti-Bullying Program, Sorren Bennick 1-866-816-5808, sorenbenick@sorenbenick.com; To view a video clip of the show, go to www.sorenbenick.com; enter the Power of One section, click on the Principals Only field, and use the password: "impact" and the username: "impact". | 9/18/2014  |
| 10/25/11 | <b>Amos Productions</b> -DJ Services. Nicole - 1800-693-5003 or 925-449-3847. nicole@amospro.com or info@amospro.com  | 9/20/2014  |
| 2/12/13  | <b>Dataworks</b> -No Parent Left Behind Parent Program. Parents as teachers, motivations and academic performance, home environment and homework assistance. Maria Cuadra - 800-495-1550, maria@dataworks-ed.com or info@dataworks-ed.com   | 11/25/2014 |
| 1/28/14  | <b>The Platinum Photo Booth</b> - Photo Booths & Event Photography. Derek Lubag 209-648-0490, info@theplatinumphotobooth.com. www.ThePlatinumPhotoBooth.com   | 12/1/2014  |
| 10/9/07  | <b>Mad Science</b> - Danielle Mae Lee, danielle@madsciencesacto.com, 916-736-2924, Elena Michel elena@madsciencesacto.com (Fire & Ice Show not allowed)   | 12/1/2014  |
| 2/11/14  | <b>World of Wonders Science Museum (WOW)</b> , Teaches various science topics. Beth Fox - 368-0969, beth@wowsciencemuseum.org, www.sciencemuseum.org  | 12/1/2014  |
| 1/25/11  | <b>Kaiser Permanente</b> - 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".   | 1/1/2015   |
| 3/12/13  | <b>Entourage Events SF</b> - DJ & lighting Services and Photo Booth, Derek Mizuno, 510-921-4373, booking@entourageeventssf.com. Find them on Yelp & Facebook  | 1/15/2015  |

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| 9/13/11  | <b>California Weekly Explorer, Inc.-</b> History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com  | 2/1/2015                                    |
| 8/25/09  | <b>Soul Shoppe</b> - Shawna Jones, Phone: (510) 338-3231, info@soulshoppe.com, shawna@soulshoppe.com, support@soulshoppe.com. www.soulshoppe.com   | 2/1/2015                                    |
| 2/26/13  | <b>Elite Entertainment</b> Professional DJ Services, Photo Booth, Audio & Visual, Greg Wallace, 952-3548, elitedj@aol.com, www.elitedj4u.com   | 2/5/2015                                    |
| 11/13/07 | <b>Bureau of Lectures &amp; Ancient Artifacts</b> - John Tacha or Terry Lyman 800.255.0084, (FIRE SHOW OR WEAPONS NOT ALLOWED) www.assemblyline.com/index.html bureau@assemblyline.com                       | 2/5/2015                                    |
| 4/12/11  | <b>LMG Attractions-</b> DJ and Emcee, Business Audio Visual, Event Planning, Professional Sound and Audio. Dave Tillman 209-275-0226, www.lmgattractions.com   | 3/1/2015                                    |
| 1/25/11  | <b>Rhythm Magic</b> - Multi-Cultural Music/Academic Program. Michael Bayard - 916-683-2575, bayard@rhythmmagic.com. www.rhythmmagic.com  | 3/28/2015                                   |
| 5/26/09  | <b>Cowboys &amp; Kids Reach Assembly</b> , Penny Conway, www.reachkids.com, reachme@theriver.com   | Insurance not Required<br>NO Charge, Tier 1 |
| 5/8/12   | <b>Dairy Council of CA Mobile Dairy Classroom</b> , Leona Bettencourt, 916-263-3560 x413, ibettencourt@dairycouncilofca.org. Www.dairycouncilofca.org. <b>Must follow Animal Policy Guidelines AR 6163.1</b> | Insurance not Required<br>NO Charge, Tier 1 |
| 4/28/09  | <b>District 5 Dairy Princess</b> , 639-1715  | Insurance not Required<br>NO Charge, Tier 1 |

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| 5/26/09  | <b>Get Real Behind The Wheel</b> , Safe Driving Assembly targeted at 8th, 9th & 10th graders. Ken Ucci 408-680-4881 or Tom Simpson 612-4222.<br>www.getrealbehindthewheel.org   | Insurance not Required<br>NO Charge, Tier 1 |
| 2/10/09  | <b>JOE FOSS Institute</b> , 480.348.0316, www.jfiweb.org  | Insurance not Required<br>NO Charge, Tier 1 |
| 10/23/07   | <b>Lawrence Hall of Science</b> , 510-642-1700,<br>pfsreq@berkeley.edu, www.lawrencehallofscience.org   | Insurance not Required<br>NO Charge, Tier 1 |
| 10/9/07  | <b>McDonalds</b> Tammi Beck 916-962-1982  | Insurance not Required<br>NO Charge, Tier 1 |
| 10/9/07  | <b>NASA</b> Karin Costa 650-604-6077  | Insurance not Required<br>NO Charge, Tier 1 |
| 10/9/07  | <b>Sandia Labs</b> Joel Lipkan - jlipkin@comcast.net  | Insurance not Required<br>NO Charge, Tier 1 |
| 12/10/13   | <b>SJ Vector Control</b> - Aaron Devencenzi - 982-4675,<br>adevencenzi@sjmosquito.org   | Insurance not Required<br>NO Charge, Tier 1 |
| 12/13/11   | <b>Stockton Ports Baseball By The Books</b> - reading incentive program. Free of charge-chance to win free tickets. Margaret Sacchet-644-1900,<br>msacchet@stocktonports.com,<br>www.web.minorleaguebaseball.com/index.jsp?sid=t524 | Insurance not Required<br>NO Charge, Tier 1 |
| ↓ <b>The list of Approved Food Vendors is for insurance purposes only. It does not supersede the approval required for food sales through food services or replace the standard facility use process</b> ↓ |   |   |
| ↓ <b>APPROVED FOOD VENDORS</b> ↓   |   |   |
| 11/12/12   | <b>Menchie's Frozen Yogurt</b> , Adele Boch, 612-5285,<br>adelebloch@yahoo.com, www.menchies.com  | 6/6/2014                                    |
| 3/11/2014  | <b>The Cupcake Lady</b> - Cupcake catering service. Steve 417-5777,<br>sfraga2009@hotmail.com   | 7/3/2014                                    |
| 12/8/09  | <b>Tracy Breakfast Lions Club</b> - James Solarez - 221-8811  | 9/1/2014                                    |

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|---|--|-----------|
| 10/23/12  | <b>Rainbow Italian Ice</b> - Tonya or Jayson Griffith-510-491-5689, italianicegirl2012@yahoo.com or 510-591-6693. www.rainbowitalianice.com. | 9/4/2014  |
| 12/8/09   | <b>Texas Roadhouse</b> - Tim Lund, 830-1133, store_tracy@texasroadhouse.com  | 12/1/2014 |
| 9/25/2012   | <b>Squeeze Inn Restaurant</b> - Food catering. Dean Davis - 833-7992 or 331-3228. www.tracy.thesqueezeinn.com                                | 1/12/2015 |
| 3/11/2014   | <b>Taqueria La Mexicana</b> - Mobile Truck Catering. Letty 610-1871, letty25045@hotmail.com  | 3/21/2015 |
| <p><b>*Section 308.3 Open Flame.</b> 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><b>Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property.</b> 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>  |  |           |
| <p><b>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.</b></p>                        |  |           |



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** March 28, 2014  
**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**

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A. Vendor: Cole-Parmer  
Site: Tracy High School – AG Science CTE Modernization  
Item: Purchase Requisition  
Services: Purchase (1) Laminar Flow Cabinet, HEPA Filter and Lighting Fixture  
Cost: \$5,696.30  
Project Funding: Measure E Bond Funds and State School Building Fund

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B. Vendor: DRE  
Site: Tracy High School – AG Science CTE Modernization  
Item: Purchase Requisition  
Services: Purchase (1) Stainless Steel Cabinet Wet Table and Reserve Stainless Steel Solid Insert; per quote.  
Cost: \$5,421.38  
Project Funding: Measure E Bond Funds and State School Building Fund

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C. Vendor: DRE  
Site: Tracy High School – AG Science CTE Modernization  
Item: Purchase Requisition  
Services: Purchase (12) Accu-Scope 3002 Microscope Series-LED; per quote.  
Cost: \$9,100.80  
Project Funding: Measure E Bond Funds and State School Building Fund

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D. Vendor: Frey Scientific - School Specialty  
Site: Tracy High School – AG Science CTE Modernization  
Item: Purchase Requisition  
Services: Purchase (1) Benchmark IncuShaker Mini Incubator  
Cost: \$3,193.25  
Project Funding: Measure E Bond Funds and State School Building Fund

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E. Vendor: NWN Company  
Site: Tracy High School – AG Science CTE Modernization  
Item: Purchase Requisition  
Services: Purchase (3) SmartTech Smart Boards, wireless connector and USB active cables.  
Cost: \$8,310.41  
Project Funding: Measure E Bond Funds and State School Building Fund

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- F. Vendor: School Outfitters  
Site: Tracy High School – AG Science CTE Modernization  
Item: Purchase Requisition  
Services: Purchase (2) Purair Ductless Fume Hoods with spill tray and HEPA filter  
Cost: \$7,384.82  
Project Funding: Measure E Bond Funds and State School Building Fund
- 
- G. Vendor: SEARS  
Site: Tracy High School – AG Science CTE Modernization  
Item: Purchase Requisition  
Services: Purchase (1) Scotsman 450 lb. 22” Air Cooled Flake Ice Machine  
Cost: \$4,731.52  
Project Funding: Measure E Bond Funds and State School Building Fund
- 
- H. Vendor: Wards Natural Science Est., Inc.  
Site: Tracy High School – AG Science CTE Modernization  
Item: Purchase Requisition  
Services: Purchase (12) Littmann 3100 Electronic Stethoscopes, Riester Diagnostic Kits and Advanced Zoology Dissecting Sets  
Cost: \$11,367.47  
Project Funding: Measure E Bond Funds and State School Building Fund
- 
- I. Vendor: Wards Natural Science Est., Inc.  
Site: Tracy High School – AG Science CTE Modernization  
Item: Purchase Requisition  
Services: Purchase (1) Tuttnauer Analog Benchtop Autoclave  
Cost: \$6,445.68  
Project Funding: Measure E Bond Funds and State School Building Fund
- 
- J. Vendor: ACME Construction Company, Inc.  
Site: Tracy High School – AG Science CTE Modernization  
Item: Change Order # 02A  
Services: Scope of work documented on the change order summary.  
Cost: \$4,010.00 Deduction from contingency allowance previously included in contract.  
Project Funding: Measure E Bond Funds and State School Building Fund
- 
- K. Vendor: ACME Construction Company, Inc.  
Site: Tracy High School – E. B. Theater Modernization  
Item: Change Order #02T  
Services: Scope of work documented on the change order summary.  
Cost: \$11,177.00 Deduction from contingency allowance previously included in contract.  
Project Funding: Measure E Bond Funds
-



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** March 17, 2014  
**SUBJECT:** **Approve Agreement for Special Contract Services with Project GLAD to Provide Teacher Training for Middle and High School Teachers in June 2014**

**BACKGROUND:** Project GLAD is a model of professional development in the area of language acquisition and literacy. The strategies and model promote English language acquisition, academic achievement, and cross-cultural skills. Project GLAD was developed and field-tested for nine years and is based on years of experience with integrated approaches for teaching language. Tied to standards, the model trains teachers to provide access to core curriculum using local district guidelines and curriculum. During the summer and fall of 2013, twenty-four middle and high school teachers participated in GLAD training and began implementing the strategies. The training provided during the 2013-14 school year focused on social studies and science teachers from middle school and high school. These teachers have found the strategies to be invaluable in developing academic language and providing English Learners access to grade level content.

**RATIONALE:** English learners at middle and high school grades often struggle with academic courses. Their struggles are usually related to their limited English skills. Project GLAD develops metacognitive use of high-level, academic language and literacy. During the trainings, teachers are provided with the instructional strategies, the theory and research that supports the model, and the curriculum model that brings these all together in the context of district and state frameworks and standards. The second part of the training is a demonstration session in the classroom where the model is conducted with students. Additionally, a one-day refresher will be provided to teachers who attended the training in the summer of 2013. Project GLAD is a research-based approach which has been recommended by the California State Superintendent of Schools for teachers of English learners. The training provided will focus on social studies and science teachers from middle school and high school with up to 25 additional teachers participating. This Agenda Item meets 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 subgroups is closed and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** The cost for this training and support is not to exceed \$35,275 for the 2014-15 school year. There is an additional cost of \$1,200 to purchase training materials. All training will be paid out of Title III (Limited English Proficiency) funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Project GLAD to Provide Teacher Training for Middle and High School Teachers in June 2014.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Project GLAD Training Model Consultants, 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: i) Provide 2 days of Project GLAD Research and Theory Workshops for up to 25 teachers. ii) 4 days of demonstration lessons for up to 25 teachers and iii) a 1 day refresher for up to 30 participants..

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 7 Days(s) (circle one), 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 i) \$8,700 for first 20 participants and \$500/participant for up to additional 5 participants in 2-day training. ii) \$16,800 for first 20 participants and \$775/participant for up to additional 5 participants in 4-day demonstration and iii) \$3,400 for up to 30 participants in 1-day refresher. HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 35,275. 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 tesching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on June 1, 2014, and shall terminate on June 30, 2014

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

6. Contractor shall contact the District's designee, Dr. Carol Anderson-Woo at (209) 830-3200 x 1502 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

Agreement for Special Contract Services - Page 2

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:**

Karl L. Lyles  
Consultant Signature (1)

3114114  
Social Security Number (2)

Project GAO Trainer  
Date

Project GAO Trainer  
Title

Address

Tracy Unified School District

Date

Associate Superintendent of Business  
Title

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.

File: ContractSvcs.dot  
Disk: S:\shared



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** March 27, 2014  
**SUBJECT:** **Approve Out of State Travel for Ken Wedel to Attend the United World College; International Baccalaureate Teacher Training Workshop in Albuquerque, New Mexico on June 23 – 26, 2014.**

**BACKGROUND:** The Tracy High School International Baccalaureate Diploma (IB) teaching staff needs a program-sponsored workshop to ensure a strong teaching staff that is trained in all aspects of the IB Diploma. The United World College (UWC) teaches the International Baccalaureate Diploma (IB) and has played an important role in its development since it was introduced in 1968. UWC-USA hosts a series of teacher training workshops for IB Diploma teachers every year. This year, they will host the International Baccalaureate Teacher Training Workshop in Albuquerque. They are committed to providing practical and inspiring instruction from highly skilled workshop leaders, including senior examiners and experienced classroom teachers. The IB relies heavily on the central participation of teachers throughout the world in its work of reviewing and evaluating existing curricula, introducing new programs, conducting training workshops, and in undertaking the examining and assessment of student work for the award of its Diploma.

**RATIONALE:** At the UWC International Baccalaureate Teacher Training Workshop, IB teacher, Ken Wedel, will be instructed on the latest developments in curriculum, assessment procedures and format of the IB Environmental Systems course and examination. Ken Wedel has worked extremely hard to revitalize the IB Diploma course at Tracy High School. His diligence to rejuvenate the IB Diploma course has resulted in 50 plus students applying to the course, after Tracy High not offering it in the past few years. Many students who have applied for the course are not “typical” IB students. This Agenda Item supports District Strategic Goal #1: Prepare all students for college and careers; District Strategic Goal #6: Develop and support a high performing workforce; and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals. This location is the closest training for this subject as they do not offer it in California.

**FUNDING:** There will be no cost to the District. The IB Grant will fund the cost of the conference registration, hotel and meals. The total cost will not exceed \$1,289.00. Ken Wedel has agreed to provide his own transportation.

**RECOMMENDATION:** Approve Out of State Travel for Ken Wedel to Attend the United World College; International Baccalaureate Teacher Training Workshop in Albuquerque, New Mexico on June 23 – 26, 2014.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** March 31, 2014  
**SUBJECT:** **Ratify the Memorandum of Understanding (MOU) Between the Tracy Unified School District and Sow A Seed Community Foundation to Provide Prevention and Intervention Services to TUSD Students Eleven Through Eighteen Years of Age for the 2013-14 School Year**

**BACKGROUND:** Tracy Unified School District (TUSD) and Sow A Seed Community Foundation have had a Memorandum of Understanding (MOU) in effect since July 15, 2013; and will terminate on June 30, 2014. The MOU between the District and Sow A Seed Community Foundation was established to provide intervention and prevention services to TUSD students, ages eleven through eighteen. Sow A Seed Community Foundation is a Grant Funded Program that provides the following activities, workshops and programs: Fresh Start Thinking; which emphasizes problem solving, conflict management and leadership skills, Bright Futures Youth Mentoring promotes healthy lifestyles, anti-bullying, positive self-image and career exploration. Boys to Men development conference is an annual conference with essential topics such as personal finance, careers, life skills, communication, conflict resolution stress and anger management, problem solving and goal setting for at-risk young men ages eleven through eighteen. Ratification is necessary as the MOU was thought to be approved by the Board of Trustees when placed on the Vendor Approval list in 2013; which clears the vendor to provide services to the District based on their insurance coverage.

**RATIONALE:** Sow A Seed is an organization that has had a positive impact on the lives of at-risk students in the City of Tracy. They currently provide services to students at Willow Community Day School and students who have been expelled. Student Services is looking to expand involvement with Sow A Seed Community Foundation and integrate their services into the at-risk students who are identified through the District's Phoenix II program to obtain help for students before they get to a point where they are expelled.

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

**RECOMMENDATION:** Ratify the Memorandum of Understanding (MOU) Between the Tracy Unified School District and Sow A Seed Community Foundation to Provide Prevention and Intervention Services to TUSD Students Eleven Through Eighteen Years of Age for the 2013-14 School Year.

**Prepared by:** Sam Strube, Director of Student Services and Curriculum

Sow A Seed Community Foundation

**SERVICE PARTNER AGREEMENT – MEMORANDUM OF UNDERSTANDING**

Bright Futures Youth Development  
A Mayor's Community Youth Support Network (MCYSN), Reconnecting Our Youth  
Grant Funded Program

**I. Introduction**

This Service Partner Agreement ("Agreement") stands as evidence that the Sow A Seed Community Foundation and Tracy Unified School District will work collaboratively toward the mutual goal of providing support services and assistance to the students of Tracy Unified School District who are between the ages of 11-18. The City of Tracy MCYSN Program's goal is to reconnect youth to their schools, their families and their neighborhoods by strengthening developmental assets in youth exhibiting high risk behaviors to enable them to become productive members of society. Both parties believe that implementation of this program, as described herein, will further this goal. To this end, each party agrees to participate in this program and will uphold the agreements listed below.

**II. Program Description**

Sow A Seed Community Foundation's Bright Future Youth Development Program incorporates several youth development and mentoring programs that actively promote healthy lifestyle choices as well as emotional, social, and or physical development. Programs under the Bright Futures umbrella serve as both prevention and intervention methods for youth between the ages of 11-18. The primary goal of The Bright Futures program is to help young men and women identify and avoid social pit falls that lead to peer-pressure, poor academic achievement, deviant behavior or gang affiliation. Adult guidance is provided through group-mentoring activities for approximately 250 participants referred from sources such as schools counselors, pastors and parents; a projected 70 students will come through our weekly programs and the remainder will attend our bi-annual conferences. Students participate in evidence-based workshops that address topics including: healthy lifestyles, bullying, self-image, drugs and alcohol, career exploration, and essential life skills such as communication, conflict resolution, problem solving and goal setting. They are empowered with the knowledge, tools, and resources to become healthy, self-sufficient members of the community. They also attend supervised and structured activities, such as college tours, sporting events, cultural events, and educational conferences. The objectives for the programs under the umbrella include:

- Participants will exit with a written plan to achieve goals; increased awareness of future aspirations and options; ability to communicate and properly express feelings; ability to make decisions.
- Participants will experience positive use of constructive time; exposure to various opportunities; cultural and community awareness.
- Participants will have increased knowledge of education and career options; furthering training and education; vocations that don't require degrees; improved education outlook.

- **College Bound Club-** an annual workshop geared towards helping high school juniors and seniors prepare excellent college applications and apply for scholarships and college. Professional writers and teachers are invited in and teach the students how to write their personal college essay; 90% of students leave with a completed product. Students are taught the importance of extra-curricular activities as it relates to college acceptance. Those without existing extra-curricular activities are immediately connected to local resources in their area of interest. Financial Aid counselors assist students in a workshop regarding the FAFSA; seniors are assisted in actually completing it. Students and their parents are also taught about important deadlines, how to identify resources and completing the actual applications.
- **Full Circle Assessments-** A program to assess and addresses early signs of emotional and behavioral health problems among at-risk youth. Students who have been referred to the Fresh Start Thinking program or who exhibit chronic behavior issues are assessed prior to the start of any of our programs. The participants will be guided through a Behavior Intervention and Management Analysis. Those who have assessments that show signs of anxiety, anger, depression, low self-regard, impulse control or other signs of emotional, behavior or mental health concerns will be guided towards appropriate workgroups. If necessary they will be referred for further assessment or behavioral and or mental health services. This approach ensures that behavior health concerns do not go unaddressed and that youth are provided education, support, empowerment and skills to help them address any concerns. After their program has been completed, an attempt is made to offer a space in our mentoring program for continuous connection with an adult role model.

### **III. Sow A Seed Community Foundation Agrees to Provide**

1. Coordination, curriculum, planning, logistics, meals, and necessities for administered programs.
2. A Program Coordinator who will act as a liaison to enroll students throughout the school year. The Program Coordinator will be the primary contact person for the district staff.
3. Sow A Seed Community Foundation will work the district and its schools to identify the number of students to receive services.
4. Adherence to campus access procedures
5. Sow A Seed Community Foundation will be responsible for recruiting volunteers and staff from the Tracy community, coordinating volunteer training, ensuring background checks and Tuberculosis (TB) tests have been completed. Every volunteer will be required to complete the following training: Mandated Reporting, CPR & First-Aid, Program Facilitation and Evidence Based programs such as Anderson & Anderson Anger Management, Boys Council, and Girls Circle curriculum.
6. All Department of Justice (DOJ) background checks will be processed through the Tracy Unified School District and logged with the Tracy Police Department in accordance with the Mayor's Community Youth Support Network (MCYSN). All personnel are required to complete DOJ and TB tests prior to serving.
7. Sow A Seed Community Foundation will provide TUSD with all **Service Partner Agreements (SPA)** for all organizations that we are collaborating with to provide services to the students and parents.
8. Progress reports for students enrolled in Fresh Start Thinking.

- Adolescents will have increased awareness of goal setting; how choices and consequences impact future goals; the effects of drinking, smoking, drugs, and being late for or skipping school.

Our programs, activities, and workshops include the following:

- **Fresh Start Thinking** is an evidence-based program for integrated cognitive behavior change program for youth. The program consists of an intake interview to gain commitments from the teen and guardian(s) and gauge a baseline for the student entering the program. Then the students meet in a facilitated group setting for the 6-session interactive course—meeting once per week for two hours and complete homework to support cognitive restructuring, social skills development, a goal-setting workshop, and problem solving skills development. The objective is to emphasize effective communication and stress management in problem solving and conflict management, leading to increased leadership skills such as assertiveness, building and strengthening relationships, and overall self-awareness of their choices. Additionally, to ensure the new tools the teens gained are adopted at home, participants engage in a mediation session with their family member(s), and together they discuss barriers to communication at home, work through specific conflicts, and set action plans for future-oriented goals. Sow A Seed Community Foundation collaborates with The Mediation Center of San Joaquin to provide the mediation component of this program.
- **Bright Futures Youth Mentoring** provides weekly group mentoring programs and monthly outings for youth ages 11-18. The youth are provided with positive adult role models, life skills training, support and counseling via evidence-based workshops on topics including: healthy lifestyles, bullying, self-image, drugs and alcohol, career exploration, conflict resolution, problem solving and goal setting. The workshops are provided by facilitators trained in evidence-based curricula such as Boys Council and Girls Circle. Invited guest are typically experts in their field or motivational speakers. Outings consist of structured activities, such as college tours, cultural events, educational conferences, and other opportunities for participants to learn about being responsible and self-sufficient. Mentoring groups are conducted every Wednesday and outings typically take place on a weekend.
- **Boys-to-Men development Conference-** a gender-based, free, full day annual conference promoting essential topics such as, financial fortitude, career exploration, essential life skills, proper communication, conflict resolution, stress and anger management, problem solving and goal setting to at-risk young men ages 11-18, who reside in the Greater Tracy Area. Each participant attends 3 of 6 professionally delivered workshops, a keynote address, panel discussion, and a nutritious catered luncheon. The key focus areas include: healthy lifestyles, personal accountability, leadership development and alternatives to deviant behavior. The primary goal of the conference is to help young men identify some of the tools and resources that will help them achieve success in all areas of life. They will also learn ways to avoid social pit falls that lead to peer-pressure, poor academic achievement, and negative relationships/affiliations. This is an up-lifting and positive event using a real-life approach and real-life experiences for realistic results. The objective of the program is for each participant to: identify and internalize positive options to negative behaviors, be able identify resources, and utilize effective communication skills.

9. Procure a signed statement from Parent/guardian giving Tracy unified School District permission to release information in regards to their student. (I.E. grades, attendance and discipline).

#### **IV. Tracy Unified School District Agrees to Provide**

1. Use of facilities for Kimball High School (Boys-to-Men Conference, Willow Community Day School (Fresh Start Thinking), other sites as agreed or needed.
2. Access to data regarding student concerns, such as truancy, suspensions, etc.
3. The Student Services Director will help identify the number of students referred to participate in Fresh Start Thinking services.
4. Grades/Attendance
5. Emergency Procedures

#### **V. Term**

The term of this Agreement shall be effective from the date of approval and signatures by all parties through June 30, 2014.

#### **VI. Indemnification**

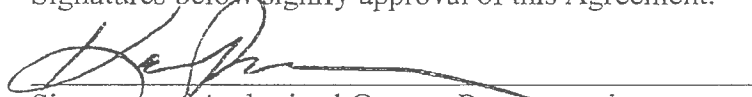
Each party is an independent entity, responsible for its acts and the acts of its officers, agents and employees. Consequently, each party agrees to indemnify, defend and hold harmless the other party, its officers, agents and employees from any and all loss, injury, liability, damages, claims, demands, suits, or judgments arising from the acts or omissions of its officers, agents, and employees in connection with the performance of this agreement.

#### **VII. Confidentiality**

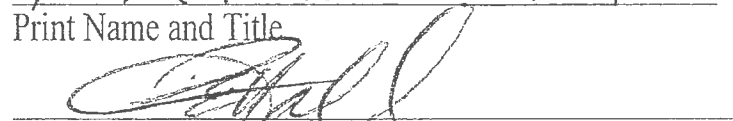
The parties shall maintain the confidentiality of information gathered and all records generated during the period of this agreement pursuant to applicable Federal and State laws. This does not prohibit staff from reporting suspected neglect or abuse of participants to Child Abuse Reporting agencies as required by law.

#### **VI. Signatures**

Signatures below signify approval of this Agreement.

 Date: 7/15/2013  
Signature of Authorized Grantee Representative

Katia Ransom President  
Print Name and Title

 Date: 7/15/13  
Signature of Authorized School Representative

Paul Earl Hall, Director Student Services & Curriculum  
Print Name and Title



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** April 1, 2014  
**SUBJECT:** **Approve Agreement for Special Contract Services with Carnegie Learning (CL) to Provide Implementation Support for the Adoption of CL High School Mathematics Curricula for the 2014-2015 School Year.**

**BACKGROUND:** On February 25, 2014, the TUSD Board of Education approved adoption of K-5, 6-8, and High School mathematics textbooks. Carnegie Learning was the publisher adopted at the High School level.

**RATIONALE:** Proposed implementation support from Carnegie Learning is necessary to successfully implemented Carnegie Learning High School mathematics curricula that were adopted by the TUSD Board of Education on February 25, 2014.

Carnegie Learning will provide the following services: (1) online module training, (2) two 4-day implementation trainings, (3) 50-days of in-classroom support, (4) two leadership trainings, (5) 1-day custom professional development, (6) six status meetings, (7) online professional development.

This Agenda item meets 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 identified subgroups is closed and District Strategic Goal #6: Develop and support a high performing workforce.

**FUNDING:** The total expected cost for 2014-2015 school year is \$132,000. The cost will be paid through Common Core Implementation Funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Carnegie Learning (CL) to Provide Implementation Support for the Adoption of CL High School Mathematics Curricula the 2014-2015 School Year.

**Prepared by:** Dr. Dmitriy Voloshin, Director of Staff Development

# 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 Carnegie Learning, 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 implementation support for the adoption of Carnegie Learning consisting of the following: (1) online module training, (2) two 4-day implementation trainings, (3) 50-days of in-classroom support, (4) two leadership trainings, (5) 1-day custom PD, (6) six status meetings, (7) online professional development.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 70 ( ) [ ] HOURS [✓] DAY(s), under the terms of this agreement at the following location TUSD sites

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

- a. District shall pay \$ 132,000 per [ ] HOUR [ ] DAY [✓] FLAT RATE, not to exceed a total of \$ 132,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL; [✓] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district 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 \$ N/A for the term of this agreement.
- c. District shall make payment on a [✓] MONTHLY PROGRESS BASIS, [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on May 2, 2014, and shall terminate on May 31, 2015.

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, Dmitriy Voloshin, Ed.D. at (209) 830-3232 x 1551 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)

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

\_\_\_\_\_  
Social Security Number (2)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
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.



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** March 28, 2014  
**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>  |
|--|---------------------|-----------------------|--|
| Bacchetti, Kimberly<br>Clerk Typist II         | Special Ed/<br>Gate | 03/31/14              | Accepted position in the<br>Continuous Improvement Dept. |
| Camacho, Cynthia<br>School Supervision Assist. | McKinley            | 03/28/14              | Personal   |
| Carr-Sioxson, Dawn<br>Evening Secretary        | Adult<br>School     | 03/28/14              | Accepted Adult School<br>Registrar position              |
| Gregory, Kia<br>K-8 Library Technician         | Kelly               | 04/07/14              | Accepted Career Education<br>Technician position at WHS  |
| Imada, Mia<br>IEP Para Educator I              | Villalovoz          | 03/21/14              | Personal   |
| Simpson, Ruth<br>School Supervision Assist.    | Kelly               | 03/28/14              | Accepted School Supervision<br>position at Hirsch        |

## BACKGROUND:

## CLASSIFIED RETIREMENT

| <u>NAME/TITLE</u>                          | <u>SITE</u> | <u>EFFECTIVE DATE</u> |
|--|-------------|-----------------------|
| Vargas, Maria<br>Bilingual Para Educator I | S/WP        | 07/23/14              |

**BACKGROUND:****MGMT/CLASSIFIED CONFIDENTIAL  
RETIREMENT**

| <u>NAME/TITLE</u> | <u>SITE</u> | <u>EFFECTIVE<br/>DATE</u> |
|-------------------|-------------|---------------------------|
|-------------------|-------------|---------------------------|

|  |     |          |
|--|-----|----------|
| Lane, Annette<br>School Site Business Mgr. | WHS | 07/01/14 |
|--|-----|----------|

**BACKGROUND:****CERTIFICATED RESIGNATION**

| <u>NAME/TITLE</u> | <u>SITE</u> | <u>EFFECTIVE<br/>DATE</u> | <u>REASON</u> |
|-------------------|-------------|---------------------------|---------------|
|-------------------|-------------|---------------------------|---------------|

|                          |      |         |          |
|--------------------------|------|---------|----------|
| Haddorff, Susan<br>Music | S/WP | 5/31/14 | Personal |
|--------------------------|------|---------|----------|

|  |     |         |          |
|--|-----|---------|----------|
| Kleckner, James<br>Art(Graphic Arts/Printshop) | KHS | 5/30/14 | Personal |
|--|-----|---------|----------|

|                                       |     |        |          |
|---------------------------------------|-----|--------|----------|
| Tanner, Cristina<br>Special Education | WHS | 6/1/14 | Personal |
|---------------------------------------|-----|--------|----------|

|                         |     |        |          |
|-------------------------|-----|--------|----------|
| Tanner, Richard<br>Math | WHS | 6/1/14 | 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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** March 28, 2014  
**SUBJECT:** **Approve Classified, Certificated, and/or Management Employment**

**BACKGROUND:**

Bacchetti, Kimberly

**CLASSIFIED**

Clerk Typist II (New)

\*Filled by current TUSD employee  
Continuous Improvement Department/DEC  
Range 27, Step E - \$16.54 per hour  
8 hours per day  
Funding: General Fund 80% and  
Indian Education 20%

Carr-Sioxson, Dawn

Adult School Registrar/Testing Technician  
(Replacement)  
\*Filled by current TUSD employee  
Tracy Adult School  
Range 36, Step E - \$20.41 per hour  
8 hours per day  
Funding: Adult Education

Gregory, Kia

Career Education Technician (Replacement)  
\*Filled by current TUSD employee  
West High School  
Range 32, Step E - \$18.58 per hour  
6 hours per day  
Funding: General Fund

Simpson, Ruth

School Supervision Assistant (Replacement)  
\*Filled by current TUSD employee  
Hirsch Elementary School  
Range 21, Step A - \$11.97 per hour  
1.5 hours per day  
Funding: General Fund – Unrestricted

Thakur, Sulakshana

Para Educator I (Replacement)  
Kimball High School  
Range 24, Step A - \$12.80 per hour  
6 hours per day  
Funding: EIA

**BACKGROUND:**

Canosa, Abigail

**CERTIFICATED**

SDC Mild/Moderate (Replacement)  
Williams Middle School  
Class I, Step 1, "A" - \$10,611.90  
Funding: Restricted

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

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



**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent of Business Services  
**DATE:** March 28, 2014  
**SUBJECT:** **Authorize the Superintendent or His Designee to Purchase One Transportation Service Truck and One Set of Koni Four Post Lifts for the Transportation Shop**

**BACKGROUND:** The Transportation Shop serves as the work area for seven mechanics and two shop helpers, all of whom perform maintenance on a variety of vehicles from large school buses to vans to pickup trucks to rider lawnmowers. On accession, these vehicle maintenance employees respond to incidents in which a vehicle has broken down or become stuck. The vehicle in which they respond, a 1998 ½ ton pickup truck, is too small to push or tow some of the larger buses in some conditions. A ¾ to one ton truck is more appropriate to these needs.

In addition, the district currently owns only seven lifts on which vehicle maintenance can be conducted. Adding one additional Koni Four Post Lift would allow eight of the nine workers to simultaneously lift vehicles for repair work.

**RATIONALE:** The Home-To-School Transportation program is funded by categorical funds which require evidence that all funding is expended in any given year, or funds are reduced in subsequent years. This accountability measure is called Maintenance of Effort (MOE). The Home to School program is currently operating with a surplus. Therefore, to ensure MOE is achieved, staff recommends purchasing one transportation service truck and one set of Koni four post lifts to address vehicle maintenance needs and achieving MOE.

The existing 1998 ½ ton truck will be transferred to the grounds department, allowing the West High grounds crew to pull a trailer. The vehicle currently used by that crew is too small to pull a trailer. Once replaced, the current grounds vehicle will fill a need with the night security team.

**FUNDING:** This equipment will be funded from Home to School transportation funds to ensure MOE is achieved.

**RECOMMENDATION:** Authorize the Superintendent or His Designee to Purchase One Transportation Service Truck and One Set of Koni Four Post Lifts for the Transportation Shop.

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** March 29, 2014  
**SUBJECT:** Approve Agreements Between the School District and the Tracy Learning Center Charter Schools for Use of the Facilities to be Rehabilitated

**BACKGROUND:** On February 27, 2014, the Tracy Learning Center Charter Schools, Primary, Discovery and Millennium, notified the School District that the Tracy Learning Center intends to file applications for rehabilitation and new construction funding for its charter schools at 51 E. Beverly Place with the Office of Public School Construction (OPSC) under the Charter School Facilities Program (CFP). The deadline to file an SAB 50-09, Application for Charter School Preliminary Apportionment is between April 1, 2014 and May 30, 2014.

The Rehabilitation Charter funding application requires that the School District and the Charter School submit an agreement for use of the facilities to be rehabilitated. The agreement is a required part of the original funding application.

The New Construction Charter funding application requires that the School District update its District wide Enrollment Certification/Projection eligibility, SAB form 50-01, as well as approve a school board resolution certifying to the number of the district's unhoused pupils, pursuant to Section 1859.1621(a), that the project will house. The School District has 90 days from the receipt of the Tracy Learning Centers notification on February 27, 2014 to complete this action. The resolution certifying to the number of the district's unhoused pupils that the project will house and the supporting documentation used to generate this number will be brought to the Board of Education at a later date.

**RATIONALE:** Pursuant to Section 1859.163.4, Title 2, Division 2, Chapter 3, Subchapter 4, Subgroup 3.5 of the California Code of Regulations, a charter school applying to the CFP on its own behalf must submit an agreement between the school district and the charter school for the use of the facilities to be rehabilitated. The agreement must have been discussed and approved at a school district board meeting.

The three attached agreements for the Tracy Learning Center Primary Charter, Discovery Charter and Millennium High School Charter state that the Tracy Learning Center agrees that it will not seek or apply for repayment of the required State funding match through a lease arrangement, that both parties will be required to enter into a lease agreement for the use of the Clover Site and that TLC waives any and all rights it may have to request facilities from the District on behalf of all three of its charter schools pursuant to Education Code Section 47614 for the term of the lease.

**FUNDING:** No funding implications.

**RECOMMENDATIONS:** Approve Agreements Between the School District and the Tracy Learning Center Charter Schools for Use of Facilities to be Rehabilitated.

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

## REHABILITATION AGREEMENT

This Agreement is made by and between Tracy Unified School District, a school district duly formed and existing under the laws of the State of California ("District") and Tracy Learning Center ("TLC"), a California non-profit public benefit corporation that operates three charter schools, Primary Charter School, Discovery Charter School and Millennium High School, that are duly formed and approved by the District under the laws of the Charter School Act of 1992 (Education ("Ed.") Code §§ 47600 et seq.) (the "Act").

### RECITALS

WHEREAS, the Charter School Facilities Program, California Education Code section 17078.52 et seq. ("CSFP") provides funding to charter schools for permanent school facilities.

WHEREAS, Proposition 1D passed in November 2006 added \$500-million to the CSFP and allowing the rehabilitation of school district facilities as an eligible project under the CSFP.

WHEREAS, TLC notified the District of its desire to submit an application for CSFP funds to rehabilitate and/or expand the District's H.A. Clover facility ("Clover Site"), located at 51 East Beverly Place, City of Tracy, County of San Joaquin in the State of California, which is currently used by TLC to accommodate all three of its charter schools, as permitted by its charter petition and its facilities use agreement.

WHEREAS, pursuant to Section 1859.163.4, Title 2, Division 2, Chapter 3, Subchapter 4, Subgroup 3.5 of the California Code of Regulations, a charter school applying to the CSFP on its own behalf must submit an agreement between the school district and the charter school for the use of the facilities to be rehabilitated. The agreement must have been discussed and approved at a school district board meeting.

NOW, THEREFORE, for the covenants and other good consideration had and received, the parties hereto agree as follows:

1. TLC represents it will submit to the State of California ("State") Office of Public School Construction on behalf of Primary Charter School an application requesting CSFP funding for rehabilitation of the Clover Site. The District and TLC agree that the required match will be satisfied through an agreement with the District to use voter-approved general obligation bonds or other revenue sources to satisfy the local matching share requirements of the CSFP. TLC agrees that it will not seek or apply for repayment of the required match through a lease arrangement. TLC and District may agree, at a later date, to utilize other funds to satisfy any matching share or repayment obligation incurred by TLC to satisfy the local matching share requirement or other construction costs.

2. TLC and District agree that the modernization of the Clover Site shall be consistent with the level of modernization at the District's other school sites and the District's design standards for its other school sites, and that the District shall be responsible in its sole

discretion for approval of all rehabilitation designs and plans, as well as for the determining the expenditures of CSFP funds and District bond monies for all rehabilitation work performed on the Clover Site. The District agrees to perform this work and maintain all necessary records in compliance with all applicable law.

3. TLC and District agree that the District shall be responsible in its sole and absolute discretion for selecting the vendors, including but not limited to architects and contractors, for the rehabilitation work. The District shall also be responsible in its sole and absolute discretion for all oversight and management of the rehabilitation work performed on the Clover Site.

4. As the Charter School shall be the entity that receives the CSFP funds, the Charter School and District agree that the Charter School shall expend the CSFP funds received for the rehabilitation of the Clover Site towards the designs, plans, and vendors approved by the District, in compliance with applicable law.

5. TLC and District agree that if TLC receives an award of funds under the CSFP, actually receives funds under the CSFP, and the Clover Site is rehabilitated using these funds, TLC and the District agree that they will be required to enter into a lease agreement for the use of the Clover Site, whose terms must be acceptable to the District in its sole and absolute discretion, and that TLC waives any and all rights it may have to request facilities from the District on behalf of all three of its charter schools pursuant to Education Code Section 47614 for the term of the lease.

6. TLC and District agree that the rehabilitation of the Clover Site shall not affect the District's new construction eligibility under the School Facility Program.

7. Waiver. The waiver by the District and/or TLC of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

8. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.

9. No Assignment. The Charter School shall not assign any of its rights or delegate any of its obligations under this Agreement to any individual or entity without the prior written consent of the District, which consent may be given or withheld in the District's sole discretion.

10. Prior Agreements. This Agreement contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest. This Agreement shall not

be effective or binding on any party until fully executed by both Parties hereto. Nothing in this Agreement shall supersede the Charters or the MOU between the Parties.

11. Severability. Any provision of this Agreement that proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

12. Choice of Law. This Agreement is subject to the laws and jurisdiction of the State of California. In the event that any court action should be brought in conjunction with this Agreement, it shall be subject to interpretation under the laws of the State of California.

13. Notices. All notices and demands that may be or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the District to TLC shall be either hand-delivered with signed proof of receipt or sent by United States Mail, postage prepaid, addressed to TLC at the Premises, and to the address herein below, or to such other place as TLC may from time to time designate in a notice to the District. All notices and demands by TLC to the District shall be either hand-delivered with signed proof of receipt or sent by United States Mail, postage prepaid, addressed to the District at the address set forth herein, and to such other person or place as the District may from time to time designate in a notice to TLC.

To District at:

Linda Dopp, Director of Alternative Programs  
Tracy Unified School District  
1875 W. Lowell Ave.  
Tracy, CA 95376

To Tracy Learning Center at:

Virginia Stewart, Executive Director  
51 E. Beverly Place  
Tracy, CA 95376

DISTRICT AND TLC have signed this Agreement on the dates set forth below.

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

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

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

\_\_\_\_\_  
Tracy Learning Center, Primary Charter  
School

Approved and ratified this \_\_\_\_ day of \_\_\_\_\_, 2014 by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES: \_\_\_\_

NOES: \_\_\_\_

Abstentions: \_\_\_\_

---

Secretary to the Board of Trustees

Approved and ratified this \_\_\_\_ day of \_\_\_\_\_, 2014 by the Board of Directors of the Tracy Learning Center by the following vote:

AYES: \_\_\_\_

NOES: \_\_\_\_

Abstentions: \_\_\_\_

---

Secretary to the Board of Directors

## REHABILITATION AGREEMENT

This Agreement is made by and between Tracy Unified School District, a school district duly formed and existing under the laws of the State of California ("District") and Tracy Learning Center ("TLC"), a California non-profit public benefit corporation that operates three charter schools, Primary Charter School, Discovery Charter School and Millennium High School, that are duly formed and approved by the District under the laws of the Charter School Act of 1992 (Education ("Ed.") Code §§ 47600 et seq.) (the "Act").

### RECITALS

WHEREAS, the Charter School Facilities Program, California Education Code section 17078.52 et seq. ("CSFP") provides funding to charter schools for permanent school facilities.

WHEREAS, Proposition 1D passed in November 2006 added \$500-million to the CSFP and allowing the rehabilitation of school district facilities as an eligible project under the CSFP.

WHEREAS, TLC notified the District of its desire to submit an application for CSFP funds to rehabilitate and/or expand the District's H.A. Clover facility ("Clover Site"), located at 51 East Beverly Place, City of Tracy, County of San Joaquin in the State of California, which is currently used by TLC to accommodate all three of its charter schools, as permitted by its charter petition and its facilities use agreement.

WHEREAS, pursuant to Section 1859.163.4, Title 2, Division 2, Chapter 3, Subchapter 4, Subgroup 3.5 of the California Code of Regulations, a charter school applying to the CSFP on its own behalf must submit an agreement between the school district and the charter school for the use of the facilities to be rehabilitated. The agreement must have been discussed and approved at a school district board meeting.

NOW, THEREFORE, for the covenants and other good consideration had and received, the parties hereto agree as follows:

1. TLC represents it will submit to the State of California ("State") Office of Public School Construction on behalf of Discovery Charter School an application requesting CSFP funding for rehabilitation of the Clover Site. The District and TLC agree that the required match will be satisfied through an agreement with the District to use voter-approved general obligation bonds or other revenue sources to satisfy the local matching share requirements of the CSFP. TLC agrees that it will not seek or apply for repayment of the required match through a lease arrangement. TLC and District may agree, at a later date, to utilize other funds to satisfy any matching share or repayment obligation incurred by TLC to satisfy the local matching share requirement or other construction costs.

2. TLC and District agree that the modernization of the Clover Site shall be consistent with the level of modernization at the District's other school sites and the District's design standards for its other school sites, and that the District shall be responsible in its sole

discretion for approval of all rehabilitation designs and plans, as well as for the determining the expenditures of CSFP funds and District bond monies for all rehabilitation work performed on the Clover Site. The District agrees to perform this work and maintain all necessary records in compliance with all applicable law.

3. TLC and District agree that the District shall be responsible in its sole and absolute discretion for selecting the vendors, including but not limited to architects and contractors, for the rehabilitation work. The District shall also be responsible in its sole and absolute discretion for all oversight and management of the rehabilitation work performed on the Clover Site.

4. As the Charter School shall be the entity that receives the CSFP funds, the Charter School and District agree that the Charter School shall expend the CSFP funds received for the rehabilitation of the Clover Site towards the designs, plans, and vendors approved by the District, in compliance with applicable law.

5. TLC and District agree that if TLC receives an award of funds under the CSFP, actually receives funds under the CSFP, and the Clover Site is rehabilitated using these funds, TLC and the District agree that they will be required to entire into a lease agreement for the use of the Clover Site, whose terms must be acceptable to the District in its sole and absolute discretion, and that TLC waives any and all rights it may have to request facilities from the District on behalf of all three of its charter schools pursuant to Education Code Section 47614 for the term of the lease.

6. TLC and District agree that the rehabilitation of the Clover Site shall not affect the District's new construction eligibility under the School Facility Program.

7. Waiver. The waiver by the District and/or TLC of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

8. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.

9. No Assignment. The Charter School shall not assign any of its rights or delegate any of its obligations under this Agreement to any individual or entity without the prior written consent of the District, which consent may be given or withheld in the District's sole discretion.

10. Prior Agreements. This Agreement contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest. This Agreement shall not

be effective or binding on any party until fully executed by both Parties hereto. Nothing in this Agreement shall supersede the Charters or the MOU between the Parties.

11. Severability. Any provision of this Agreement that proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

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13. Notices. All notices and demands that may be or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the District to TLC shall be either hand-delivered with signed proof of receipt or sent by United States Mail, postage prepaid, addressed to TLC at the Premises, and to the address herein below, or to such other place as TLC may from time to time designate in a notice to the District. All notices and demands by TLC to the District shall be either hand-delivered with signed proof of receipt or sent by United States Mail, postage prepaid, addressed to the District at the address set forth herein, and to such other person or place as the District may from time to time designate in a notice to TLC.

To District at:

Linda Dopp, Director of Alternative Programs  
Tracy Unified School District  
1875 W. Lowell Ave.  
Tracy, CA 95376

To Tracy Learning Center at:

Virginia Stewart, Executive Director  
51 E. Beverly Place  
Tracy, CA 95376

DISTRICT AND TLC have signed this Agreement on the dates set forth below.

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

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

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

\_\_\_\_\_  
Tracy Learning Center, Discovery Charter  
School

Approved and ratified this \_\_\_\_ day of \_\_\_\_\_, 2014 by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES: \_\_\_\_

NOES: \_\_\_\_

Abstentions: \_\_\_\_

---

Secretary to the Board of Trustees

Approved and ratified this \_\_\_\_ day of \_\_\_\_\_, 2014 by the Board of Directors of the Tracy Learning Center by the following vote:

AYES: \_\_\_\_

NOES: \_\_\_\_

Abstentions: \_\_\_\_

---

Secretary to the Board of Directors

## REHABILITATION AGREEMENT

This Agreement is made by and between Tracy Unified School District, a school district duly formed and existing under the laws of the State of California ("District") and Tracy Learning Center ("TLC"), a California non-profit public benefit corporation that operates three charter schools, Primary Charter School, Discovery Charter School and Millennium High School, that are duly formed and approved by the District under the laws of the Charter School Act of 1992 (Education ("Ed.") Code §§ 47600 et seq.) (the "Act").

### RECITALS

WHEREAS, the Charter School Facilities Program, California Education Code section 17078.52 et seq. ("CSFP") provides funding to charter schools for permanent school facilities.

WHEREAS, Proposition 1D passed in November 2006 added \$500-million to the CSFP and allowing the rehabilitation of school district facilities as an eligible project under the CSFP.

WHEREAS, TLC notified the District of its desire to submit an application for CSFP funds to rehabilitate and/or expand the District's H.A. Clover facility ("Clover Site"), located at 51 East Beverly Place, City of Tracy, County of San Joaquin in the State of California, which is currently used by TLC to accommodate all three of its charter schools, as permitted by its charter petition and its facilities use agreement.

WHEREAS, pursuant to Section 1859.163.4, Title 2, Division 2, Chapter 3, Subchapter 4, Subgroup 3.5 of the California Code of Regulations, a charter school applying to the CSFP on its own behalf must submit an agreement between the school district and the charter school for the use of the facilities to be rehabilitated. The agreement must have been discussed and approved at a school district board meeting.

NOW, THEREFORE, for the covenants and other good consideration had and received, the parties hereto agree as follows:

1. TLC represents it will submit to the State of California ("State") Office of Public School Construction on behalf of Millennium High School an application requesting CSFP funding for rehabilitation of the Clover Site. The District and TLC agree that the required match will be satisfied through an agreement with the District to use voter-approved general obligation bonds or other revenue sources to satisfy the local matching share requirements of the CSFP. TLC agrees that it will not seek or apply for repayment of the required match through a lease arrangement. TLC and District may agree, at a later date, to utilize other funds to satisfy any matching share or repayment obligation incurred by TLC to satisfy the local matching share requirement or other construction costs.

2. TLC and District agree that the modernization of the Clover Site shall be consistent with the level of modernization at the District's other school sites and the District's design standards for its other school sites, and that the District shall be responsible in its sole

discretion for approval of all rehabilitation designs and plans, as well as for the determining the expenditures of CSFP funds and District bond monies for all rehabilitation work performed on the Clover Site. The District agrees to perform this work and maintain all necessary records in compliance with all applicable law.

3. TLC and District agree that the District shall be responsible in its sole and absolute discretion for selecting the vendors, including but not limited to architects and contractors, for the rehabilitation work. The District shall also be responsible in its sole and absolute discretion for all oversight and management of the rehabilitation work performed on the Clover Site.

4. As the Charter School shall be the entity that receives the CSFP funds, the Charter School and District agree that the Charter School shall expend the CSFP funds received for the rehabilitation of the Clover Site towards the designs, plans, and vendors approved by the District, in compliance with applicable law.

5. TLC and District agree that if TLC receives an award of funds under the CSFP, actually receives funds under the CSFP, and the Clover Site is rehabilitated using these funds, TLC and the District agree that they will be required to entire into a lease agreement for the use of the Clover Site, whose terms must be acceptable to the District in its sole and absolute discretion, and that TLC waives any and all rights it may have to request facilities from the District on behalf of all three of its charter schools pursuant to Education Code Section 47614 for the term of the lease.

6. TLC and District agree that the rehabilitation of the Clover Site shall not affect the District's new construction eligibility under the School Facility Program.

7. Waiver. The waiver by the District and/or TLC of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

8. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.

9. No Assignment. The Charter School shall not assign any of its rights or delegate any of its obligations under this Agreement to any individual or entity without the prior written consent of the District, which consent may be given or withheld in the District's sole discretion.

10. Prior Agreements. This Agreement contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest. This Agreement shall not

be effective or binding on any party until fully executed by both Parties hereto. Nothing in this Agreement shall supersede the Charters or the MOU between the Parties.

11. Severability. Any provision of this Agreement that proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

12. Choice of Law. This Agreement is subject to the laws and jurisdiction of the State of California. In the event that any court action should be brought in conjunction with this Agreement, it shall be subject to interpretation under the laws of the State of California.

13. Notices. All notices and demands that may be or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the District to TLC shall be either hand-delivered with signed proof of receipt or sent by United States Mail, postage prepaid, addressed to TLC at the Premises, and to the address herein below, or to such other place as TLC may from time to time designate in a notice to the District. All notices and demands by TLC to the District shall be either hand-delivered with signed proof of receipt or sent by United States Mail, postage prepaid, addressed to the District at the address set forth herein, and to such other person or place as the District may from time to time designate in a notice to TLC.

To District at:

Linda Dopp, Director of Alternative Programs  
Tracy Unified School District  
1875 W. Lowell Ave.  
Tracy, CA 95376

To Tracy Learning Center at:

Virginia Stewart, Executive Director  
51 E. Beverly Place  
Tracy, CA 95376

DISTRICT AND TLC have signed this Agreement on the dates set forth below.

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

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

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

\_\_\_\_\_  
Tracy Learning Center, Millennium High  
School

Approved and ratified this \_\_\_\_ day of \_\_\_\_\_, 2014 by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES: \_\_\_\_

NOES: \_\_\_\_

Abstentions: \_\_\_\_

---

Secretary to the Board of Trustees

Approved and ratified this \_\_\_\_ day of \_\_\_\_\_, 2014 by the Board of Directors of the Tracy Learning Center by the following vote:

AYES: \_\_\_\_

NOES: \_\_\_\_

Abstentions: \_\_\_\_

---

Secretary to the Board of Directors



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** April 1, 2014  
**SUBJECT:** **Approve and Appoint the Selected Applicants for Specified Terms on the Measure S Bond Oversight Committee**

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

**RATIONALE:** 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.

The District received the resignation of Staycee Hall who represented the Bona fide Tax Organization position on the committee. Jon Fine is being recommended to fill this position; however, that leaves his current position as the Senior Citizen Representative vacant. Clara Rouse is being recommended to fill the Senior Citizen Representative position.

**FUNDING:** No funding implications.

**RECOMMENDATION:** Approve and Appoint the Selected Applicants for Specified Terms on the Measure S Bond Oversight Committee.

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

| <b>Category</b>                          | <b>Name<br/>MEASURE S</b> | <b>Term</b>                  |
|--|---------------------------|------------------------------|
| Bona fide Tax Org.<br>Voting Member      | <b>Jon Fine</b>           | 2 years 2013/14 -<br>2014/15 |
| Business Organization<br>Voting Member   | Cheryl Fowler             | 2 years<br>2012/13 -2013/14  |
| Parent or Guardian<br>Voting Member      | James Mousalimas          | 2 years<br>2013/14 - 2014/15 |
| Senior Citizen<br>Voting Member          | <b>Clara Rouse</b>        | 2 years<br>2012/13 -2013/14  |
| Parent Organization<br>Voting Member     | Teri Cunningham           | 2 years<br>2012/13 -2013/14  |
| Business of Agriculture<br>Voting Member | Diane Gouveia             | 2 years<br>2012/13 -2013/14  |
| At Large<br>Voting Member                | Chase Helzer              | 2 years<br>2013/14 -2014/15  |
| Alternate<br>Non-voting Member           | Dan Green                 | 1 year renewable             |
| Alternate<br>Non-voting Member           | Roxane Barnhard           | 1 year renewable             |
| Alternate<br>Non-voting Member           | Vacant                    | 1 year renewable             |
| Alternate<br>Non-voting Member           | Vacant                    | 1 year renewable             |



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** March 27, 2014  
**SUBJECT:** **Approve the Facilities Use Agreement (FUA) Between the Tracy Unified School District and Tracy Learning Center Charter School for Primary Charter School, Discovery Charter School and Millennium Charter School.**

**BACKGROUND:** Tracy Unified School District and the Tracy Learning Center (TLC) Charter School have had a Facility Use Agreement (FUA) which was approved by the School Board and was in effect beginning July 1, 2009. The FUA defines agreements between the two parties regarding issues of use of the District facilities. The FUA was developed in agreement with TLC and is consistent with the District's obligations under Proposition 39 and its implementing regulations. The document was thoroughly reviewed and approved by the District's legal counsel. The FUA will be in effect for a term of five (5) fiscal years from July 1, 2014 - June 30, 2019.

**RATIONALE:** The FUA is an agreement which allows TLC the use of H.A. Clover facility at 51 East Beverly Place for the education of K-12 students attending Primary Charter School, Discovery Charter School and Millennium Charter School.

The FUA has undergone a thorough review by District legal counsel and District representatives. It is recommended that the Board of Trustees approve the FUA between the District and the Tracy Learning Center Charter Schools. This agenda item supports 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:** N/A

**RECOMMENDATION:** Approve the Facilities Use Agreement (FUA) Between the Tracy Unified School District and Tracy Learning Center Charter School for Primary Charter School, Discovery Charter School and Millennium Charter School.

**Prepared by:** Linda Dopp, Director of Alternative Programs

## **FACILITIES USE AGREEMENT**

This Facility Use Agreement (“Agreement”) is made by and between Tracy Unified School District (“District”) and Tracy Learning Center (“TLC”), a California nonprofit public benefit corporation, (collectively “the Parties”) with regard to the following representations and assumptions:

### **RECITALS**

- a. District is the sole owner of the school site described in Section 1 of this Agreement, which site is suitable for a public charter school program.
- b. Tracy Learning Center operates three charter schools: Primary Charter School, Discovery Charter School and Millennium High School, that are duly formed and approved by the District under the laws of the Charter School Act of 1992 (Education (“Ed.”) Code §§ 47600 et seq.) (the “Act”). For purposes of this Agreement, Primary Charter School, Discovery Charter School, and Millennium Charter School shall collectively be referred to as “Charter Schools.” All references herein to the Charter Schools shall include TLC. TLC desires to utilize the District’s H.A. Clover facility at 51 East Beverly Place, City of Tracy, County of San Joaquin in the State of California, for its educational programs as described in the amended charters for the Charter Schools approved by the District Board (collectively “Charters”). Proposition 39 took effect on November 8, 2003, and the District recognizes the spirit and intent of the statutory initiative to provide facilities to students attending charter schools. As set forth in Section 7 of this Agreement, the parties have mutually agreed that this Agreement fully satisfies the District’s obligations under Proposition 39 and its implementing regulations.
- c. Prop. 39 and the attendant regulations adopted by the State Board of Education require a separate written agreement regarding allocating facilities under Prop. 39. This Agreement satisfies those requirements. This Agreement incorporates by reference applicable state law and the regulations approved by the State Board of Education (e.g., 5 C.C.R. §§ 11969 et seq.) which may be amended from time to time by the State Board of Education.
- d. This Agreement shall not be considered a lease or other agreement as described in sections 17400 et seq. of the Education Code.

### **AGREEMENT**

The Parties desire to enter into an agreement defining their rights, duties, and liabilities relating to the premises. In consideration of mutual covenants contained herein, the Parties agree as follows:

1. PREMISES. TLC’s Primary, Discovery, and Millennium Charter Schools shall hereby be entitled to use certain portions of the District’s H.A. Clover facility, located at 51 East Beverly Place, City of Tracy, County of San Joaquin in the State of California, including

classrooms, restrooms, office space, and staff space (hereinafter “Premises”) and acreage of approximately 12.5 acres (the Premises and the grounds are referred to herein as “Site”) to operate the Charter Schools. At the corner of Holly Drive and E. Beverly Place, there will be a sign visible at all times to passersby stating that it is the H.A. Clover site. The District will pay for and maintain the sign.

For the Term of this Agreement, TLC shall have the exclusive use of certain portions of the Premises as set forth in the map of the facility attached to this Agreement as Exhibit A, except as specifically provided otherwise in this Agreement.

Although Charter School shall have the exclusive use of the Site, Charter School agrees to comply with the provisions of the Civic Center Act (Education Code section 38131 et seq.) in making use of the facilities and grounds accessible to members of the community. For purposes of compliance with the Civic Center Act with respect to the Site, the Charter School Governance Council shall hold the same powers and obligations applicable to School District Board of Trustees under Education Code sections 38130-38139 and shall also follow District Board Policy and Administrative Regulations in making use of the facilities accessible to members of the community.

TLC shall not request and the District shall not grant any request for additional facilities to be located at the site. The parties expressly agree that any future expansion of enrollment shall require relocation of one or more of the charter schools operated by TLC to another appropriate location.

2. TERM. The term of this Agreement (“Term”) shall be five (5) fiscal years (July 1, 2014 to June 30, 2019).
3. USE OF PREMISES. The Premises shall be used by TLC only for the operation of Primary Charter School, Discovery Charter School, and Millennium Charter School, as authorized by California Education Code of the State of California and more fully described in the Charters and the MOU between the Parties. TLC shall not knowingly do, or permit anything to be done, without the prior written consent of the District, in or about the Premises nor bring or keep anything therein that will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or its contents, or cause cancellation of any insurance policy covering the facilities on the Premises or any part thereof or any of its contents. TLC shall not permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Premises, if any, or injure or annoy them. TLC shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall TLC cause, maintain, or permit any nuisance in, on, or about the Premises. TLC shall not commit or suffer to be committed any waste in or upon the Premises.
4. FACILITY USE FEE IN LIEU OF PRO RATA SHARE.

In lieu of a pro rata share charge, TLC shall pay to the District a fixed Facility Use Fee in an amount equal to 2% of all revenues (excluding private grants and private monies outside of the funding model) received by TLC for the Charter Schools. The District shall

invoice TLC for the Facility Use Fee no later than September 15, 2015. TLC will make payment of the Facility Use Fee on or before October 15, 2015. If there is a dispute regarding the amount of the Facility Use Fee owed, the Parties agree to follow the dispute resolution process in the Charters.

5. **ATHLETIC FACILITIES USEAGE.** The Parties desire to provide Millennium High School with access to high school athletic facilities for purposes of use by Millennium High School sports teams on the following conditions:
  - A. TLC's Millennium High School shall have use of the appropriate District athletic facility (as determined by the District) on the dates and times to be determined by the District and requested by TLC in a separate written agreement as outlined herein. Each year TLC shall notify the District in writing of its requested game dates (both league and non-league) and times no later than March 15. By May 15 the District will meet with TLC's athletic director to determine the final version of the master schedule of District league games generated by the Athletic Commissioner to schedule the TLC league games ahead of third party usage of the fields. Non-league games and any requested date/time for a non-league game or dates/times for league games received by the District after March 15 will be scheduled on vacant dates/times around District and third party usage.
  - B. Use of the Premises includes use of the attendant locker rooms, bathrooms, ticket booth, Public Address system, lighting, and all other features of the Premises normally used for High School athletic games.
  - C. All Football Field markers and safety pads are to be supplied by TLC.
  - D. TLC understands that it must insure that an adult is present in the Public Address booth at all times that the Public Address system is in use and an adult will be responsible for the operation of the electronic scoreboards at all times they are used.
  - E. In exchange for use of the Premises, TLC will be fully responsible for any expenses that accompany use, including, but not limited to extra custodial charges, maintenance charges for grounds keeping and clean up, and utilities costs, including lighting for the Premises, as well as any costs related to the repair of damage to the athletic facilities resulting from the Millennium Charter School's use of the athletic facilities.
  - F. Each year that TLC desires the use of the District's athletic facilities TLC will pay a security deposit to the District no later than September 1 in the amount of \$2,500.00 to guarantee payment for the expenses incurred by its use of the Premises. The security deposit will be returned in full by July 1 provided that TLC pays all expenses associated with use of the Premises and that no damage to the Premises has occurred which could be attributed to TLC's use.
  - G. All other provisions of the Facilities Use Agreement shall be applicable to the use outlined in this Addendum.

6. OWNERSHIP. The Premises and any furnishing and equipment provided to TLC shall remain the property of the District. If any furnishings and equipment is provided to TLC during the term of this Agreement, such furnishings and equipment shall be added to the District's inventory and shall remain the property of the District.
7. CONDITIONS REASONABLY EQUIVALENT. TLC acknowledges by execution of this Agreement that the Premises provided by this Agreement for the Charter Schools are "reasonably equivalent" and meet all the requirements of Prop. 39 (Section 47614 of the Act) and its implementing regulations for the Term of this Agreement. TLC acknowledges and agrees the Premises are being offered and used by TLC without representation or warranty of any kind, and subject to all applicable laws, rules and ordinances governing their use, occupancy and possession. TLC represents and warrants to the District that TLC has investigated and inspected, either independently or through agents of TLC's own choosing, the condition of the Premises and the suitability of the Premises for TLC's intended use. TLC acknowledges and agrees that neither the District nor any of its agents have made, and the District hereby disclaims, any representations or warranties, express or implied, concerning the Premises, the physical or environmental condition of the Premises or any other property beneath, adjacent to, or otherwise related to the Premises.
8. COMPLIANCE WITH LAW. TLC shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, applicable ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. The District and TLC shall each do all acts required to comply with all applicable laws, applicable ordinances, regulations and rules of any authority relating to their respective maintenance obligations as set forth herein. The District is not aware of any defect in or condition of the Premises that would prevent their use for TLC's purpose. District has received no notice of any violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Premises that call into question the appropriateness or sufficiency of the Premises for their intended purpose. TLC, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Premises that arise after TLC takes possession of the Premises and that are based upon its use and/or modification of the Premises, including, without limitation, those relating to health, safety, noise, access, environmental protection, waste disposal, and water and air quality. The District will remain responsible for ensuring compliance with all access laws, discrimination laws, environmental and zoning law, including but not limited to compliance with ADA, FEHA, and the Field Act for the Premises in accordance with Section 9.b(i) below. TLC agrees to operate only those educational programs and related activities upon the Premises as outlined in the Charters.
9. MAINTENANCE AND ALTERATIONS.
  - a. Maintenance Responsibilities. The maintenance of the Site, and the furnishings and equipment, shall be the responsibility of TLC; provided that the replacement of furnishings and equipment supplied by the District in accordance with District schedules and practices shall remain the responsibility of the District in

accordance with Title 5, California Code of Regulations Section 11969.4. TLC shall maintain the Site and the furnishings and equipment in accordance with applicable provisions of the Education Code, the implementing regulations and the District's policies and/or practices. The District's only obligation for maintenance shall be projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582 and the replacement of furnishings and equipment in accordance with District schedules and practices as required under Title 5, California Code of Regulations Section 11969.4. If there is a dispute over whether a repair is the obligation of the District or TLC, such dispute shall initially be decided by the District's Director of Facilities and the Executive Director of TLC; if the parties are unable to reach agreement the issue shall be resolved using the dispute resolution provision of the affected Charter School's charter.

- b. Maintenance and Alterations. TLC shall be allowed to conduct maintenance, upgrades/alterations, and/or renovation of the Premises by outside vendors (collectively "Alterations"). Except as otherwise specifically required for structural Alterations under subparagraph (i) below, all contracts for maintenance, upgrades/alterations, and/or renovations must be reviewed and approved in writing by the District prior to the vendor beginning work on the Premises.

- (i) If the Alterations are structural, TLC shall obtain the written agreement of the District prior to commencing the work. Such written agreement must include the following information: (1) who will perform the work; (2) the timeline for completion; (3) whether the structural Alteration made will be removed at the end of the term of this Agreement or whether such modifications will remain with the Premises; and (4) prior to using any volunteer labor, TLC shall provide certificates of insurance for general liability and workers' compensation naming Tracy Unified School District as an additional insured with respect to any work to be completed on the H.A. Clover site. The District shall respond to each request by TLC for the District's written agreement to make any such structural Alterations within sixty (60) calendar days following the District's receipt of TLC's request. If the District fails to respond within such 60-day period, TLC may trigger the dispute resolution provisions of Section 21. All Alterations to the Premises must be made in compliance with District standards and procedures and/or standards applicable to public school districts. In the event District consents to the making of any structural Alterations to the Premises by TLC, the same shall be made by TLC at TLC's sole cost and expense unless otherwise agreed in writing. Upon the expiration or sooner termination of the Agreement, TLC shall, upon written demand by District, at TLC's sole cost and expense, forthwith and with all due diligence, remove any structural Alterations made by TLC, designated by District to be removed, and TLC shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal. Any Alteration to or of the Premises or any part thereof shall be made with full compliance with the Americans with Disabilities Act and all applicable building standards and requirements. On and after the Commencement Date of this Agreement, TLC, at TLC's sole cost and expense,

shall promptly make any and all Alterations (whether structural or nonstructural) to the Premises necessary to bring the Premises and the use thereof by TLC in compliance with the ADA, FEHA or other applicable building code standard, provided these requirements are a direct result of TLC's modification of the Premises after commencement, subject to District's approval and other rights of District provided in this Agreement. The District shall remain responsible for compliance with the ADA, FEHA, and other applicable building code standards regarding access for any compliance issues existing prior to TLC or any Charter School taking possession of the Premises.

(ii) If the Alterations are not structural, TLC shall provide the District with advanced written notice of commencement of the nonstructural Alterations which notice shall include the following information: (1) who will perform the work; (2) the timeline for completion; (3) whether the nonstructural Alteration made will be removed at the end of the term of this Agreement or whether such modifications will remain with the Premises; and (4) prior to using any volunteer labor, TLC shall provide certificates of insurance for general liability and workers' compensation naming Tracy Unified School District as an additional insured with respect to any work to be completed on the H.A. Clover site. If the District does not provide TLC with written objection to commencement of all or any part of the nonstructural Alterations described in the notice within ninety (90) days following the District's receipt of TLC's notice hereunder, the District shall be deemed to have approved TLC making the nonstructural Alterations described in the applicable notice.

(iii) If TLC performs any Alterations to the Premises in violation of this Section, the District may direct TLC to immediately remove the Alterations at the sole cost and expense of TLC.

c. Changes and Repairs to Premises. Subject to the conditions listed below, District reserves the right from time to time:

- (1) To install, maintain, repair, and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to other parts of the Premises above the ceiling surfaces, below the floor surfaces, within the walls and central core areas, and to relocate any pipes, ducts, conduits, wires, and appurtenant meters and equipment included in the Premises;
- (2) To make repairs, changes, and modifications to any and all parts of Premises, including, without limitation, changes in the location, size, shape, and number of buildings, driveways, lobbies, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas and walkways;
- (3) To use the common areas while engaged in making additional improvements, repairs or alterations to the Premises, or any portion thereof;

- (4) To erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be blocked thereby for any reason, and further providing that the educational programs of the Charter Schools shall not be interfered with for any reason; and
- (5) To enter any part of the Premises to conduct maintenance as outlined in this section.

Except in cases of emergency, the District's rights identified in Section 9 (c)(1)-(5) must occur at a time previously and mutually agreed upon by the Parties so as to limit unnecessary interruptions to educational programs at the Charter Schools.

d. District's Employees, Contractors and Independent Contractors.

1. District acknowledges that TLC is operating public charter schools using the Premises for public education purposes. District therefore agrees that any of its employees, agents, contractors or independent contractors utilized to perform any of the repairs pursuant to this Agreement that may have contact with Charter Schools' pupils will undergo criminal background checks as specified in California Education Code section 44237 and California Education Code section 45125.1 or any other applicable law addressing third party access to Charter Schools' minor students or any person entering the premises for the above-stated purposes who will be in contact with the Charter Schools' minor pupils.

10. DESTRUCTION OR PARTIAL DESTRUCTION OF PREMISES. In the event the Premises are damaged by fire or other perils rendering the Premises unusable, or threatens the health and safety of Charter Schools' pupils, the District agrees to provide an alternate facility that meets the District's Prop. 39 obligation. In the event that only a portion of the Premises is rendered unusable by the fire or other peril, District shall provide an alternative facility to meet the District's Prop. 39 obligation in proportion to the space that is rendered unusable on the Premises. In the event that the Premises are damaged by fire or other perils that do not render the Premises unusable, District agrees to consider repairing the damage as one solution to meeting its Prop. 39 obligation to provide a facility. The parties recognize that TLC would like to house all charter schools that it operates on one school site but that the District is not obligated under Proposition 39 to provide a single school site for all three of these charter schools.
11. INSPECTION BY DISTRICT/ACCESS TO PREMISES. District reserves the right to enter the Premises to inspect the same to ensure compliance with this Agreement, and to submit (at a mutually agreeable time) said Premises to prospective purchasers. The District must be provided access to the Premises at all reasonable times, provided that such access does not interfere with the day-to-day operations of the Charter Schools. If TLC has rekeyed any of the locks on the Premises the District must be immediately notified and provide a new key.

12. **DEFAULT BY TLC.** The occurrence of any one or more of the following events shall constitute a default and material breach of this Agreement by TLC:
- a. The vacating or abandonment of the Premises by any one or more of the Charter Schools before the expiration of the Agreement term.
  - b. The failure by TLC to utilize the Premises for the sole purpose of operating the Charter Schools as authorized by this Agreement, the Charters and the MOU.
  - c. The failure by TLC to make timely payment of the Facility Use Fee or any other payment required under this Agreement where such failure shall continue for a period of twenty (20) days after written notice thereof by District to TLC.
  - d. The failure by TLC to observe or perform any of the express covenants, conditions or provisions of this Agreement to be observed or performed by TLC where such failure shall continue for a period of thirty (30) days after written notice hereof by District to TLC; provided, however, that if the nature of TLC's default is such that more than thirty (30) days are reasonably required for its cure, then TLC shall not be deemed to be in default if TLC commences such cure within said thirty (30) days period and thereafter diligently prosecutes such cure to completion.
  - e. The failure by TLC to maintain the threshold Average Daily Attendance ("ADA") required under Prop. 39. ADA shall be measured at P-1 (approximately December 15) and P-2 (approximately April 15); a termination may occur as outlined in the applicable regulations if the TLC fails to maintain the adequate threshold ADA.
  - f. Revocation, surrender or nonrenewal of either one or both of the charters of the Charter Schools shall render the Facilities Use Agreement inapplicable to the Charter School that has had its Charter revoked or nonrenewed.
13. **DEFAULT BY DISTRICT.** District shall be in default and in material breach of this Agreement if District fails to perform any obligation required by this Agreement within a reasonable time, but in no event later than thirty (30) days after receipt of written notice by TLC to District specifying wherein District has failed to perform such obligation; provided, however, that if the nature of District's obligation is such that more than thirty (30) days are required for performance, then District shall not be in default if District commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.
14. **MATERIAL DEFAULT OR BREACH.**
- a. In the event of any material default or breach by TLC, and after the District has complied with the notice and opportunity to cure requirements contained in Section 11(d) of this Agreement, District may commence a termination of this Agreement. The remedies District may pursue, at any time thereafter, in its sole discretion, with written notice or demand and without limiting District in the

exercise of a right or remedy, which District may have by reason of such default or breach are as follows:

- (1) Terminate TLC's right to possession of the Premises by any lawful means (provided that, in the case of a material breach in accordance with Section 11 (a)-(f), the District's remedy shall be limited to the right terminate TLC's proportionate share of the Premises utilized by the applicable charter School(s) and collect that proportion of fees as noted below), in which case this Agreement shall terminate and TLC shall immediately surrender possession of the Premises to District. Upon termination of this Agreement or TLC's right to possession the District has the right to recover from TLC (i) the amount of unpaid Facility Use Fee that had been earned at the time of such termination; (ii) the amount of unpaid Facility Use Fee that would have been earned after the date of such termination until the end of the fiscal year (with the exception of revocation and nonrenewal of the Charter(s)); and (iii) any other amount, including reasonable attorneys' fees and collections costs incurred in terminating the Agreement and enforcing District's right to possession. In the event District elects not to terminate the Agreement but takes legal action to collect any sums due hereunder, District shall be entitled to reasonable attorney fees and costs associated with any and all successful collection action(s). Unpaid installments of the Facility Use Fee or other sums shall bear interest from the date due at the minimum legal rate; or
    - (2) Maintain TLC's right to possession, in which case this Agreement shall continue in effect. In such event the District shall be entitled to enforce all of the District's rights and remedies under this Agreement, including the right to recover the Facility Use Fee and any other charges and adjustments as may become due hereunder.
  - b. Notwithstanding any of the foregoing or anything else in this Agreement to the contrary, if the District terminates this Agreement and TLC's possession of the Premises, the District shall use its good faith efforts to relet or otherwise utilize the Premises for District purposes and the amounts accruing to the District as a result of such reletting or other use shall be applied to reduce any amounts payable by TLC in accordance with this Agreement to the District hereunder.
  - c. In the event of any material default or breach by the District, and after TLC has complied with the notice and opportunity to cure requirements contained in Section 12 of this Agreement, TLC may terminate this Agreement or pursue remedies as provided in this Agreement or as may be provided under applicable law or in equity.
15. UTILITIES, TELECOMMUNICATIONS, HARDWARE AND SOFTWARE. TLC shall be responsible for the full cost of all utilities and telecommunications and hardware and software consumed at the Premises. The Parties may seek to renegotiate this section if any of the Charter Schools are relocated during the term of this Agreement. The District

is replacing its Centrex phone system; the District shall provide a basic VOIP system to the Site. If the Charter School desires up grades or additional hardware to this basic package the Charter School will be responsible for this expense.

16. ASSIGNMENT AND THIRD PARTY USE. TLC shall not assign, transfer, mortgage, pledge, hypothecate or encumber, voluntarily or involuntarily, this Agreement or any interest herein, and shall not submit the Premises or any part thereof, or any right or privilege appurtenant thereto, without the prior written consent of District, which consent shall not be unreasonably withheld. The Premises may not be sublet or used for third party purposes other than those that are consistent with District policies and practices for use of District school sites without written permission from the District.
17. INDEMNIFICATION. TLC shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Premises after the District delivers possession of the Premises to TLC, or arising from the TLC's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by TLC in or about the Premises, excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of or relating to obligations of the District as they relate to the Premises. TLC shall further indemnify, hold harmless, and defend the District against and from any and all claims arising from any breach or default in the performance of any obligation on TLC's part to be performed under the terms of this Agreement, or arising from any act omission or negligence of the TLC, or any officer, agent, employee, guest, or invitee of TLC, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against the District by reason of such claim (regardless of whether a claim is filed), TLC upon notice from the District shall defend the same at TLC's expense. TLC shall give prompt written notice to the District's Risk Manager in case of casualty or accidents in or on the Premises.

The District shall indemnify, hold harmless and defend TLC from and defend TLC against any and all claims of liability for any injury, death, or damage to any person or property occurring in, on or about the Premises when such injury, death or damage is caused by the act, neglect, fault or omission of any duty with respect to the same by the District, its agents, contractors, employees or invitees. Such indemnification shall not apply in those instances where TLC had actual knowledge and failed to inform the District of a potential or other hazard. The District shall further indemnify, hold harmless and defend TLC from and against any and all claims arising from any breach or default in the performance of any obligation on District's part to be performed under the terms of this Agreement, or arising from any act or negligence of District, or any of its agents, contractors, employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Any reasonable costs incurred (including filing fees, attorney's fees etc.) after providing written request for indemnification to the indemnifying party for indemnification shall be owed to the requesting party if it is determined the indemnification was owed.

18. **INSURANCE.** The Parties shall, at their sole cost and expense, commencing at the date TLC is given access to the Premises for any purpose and during the entire Term hereof, procure, pay for and keep in full force and effect insurance in compliance with the MOU agreed upon by the Parties.
19. **LIENS.** TLC shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of TLC.
20. **HOLDING OVER.** If TLC remains in possession of the Premises or any part thereof after the expiration of this Agreement or after a termination thereof with the express written consent of the District, the payment obligations for such occupancy shall remain in effect. TLC will be responsible for paying a prorated fee, calculated using the prior years Facilities Use Fee and the length of the hold over period. In addition, TLC will pay a penalty for any hold over period of an extra 50% of the calculated Facilities Use Fee. TLC will also be responsible for all other charges incurred during such a holdover period and payable hereunder, and upon all the terms hereof applicable until the District terminates the possession. A hold over by TLC shall not trigger any additional term. The District shall have the right to remove the TLC at any time after the expiration of the term or termination.
21. **DISPUTE RESOLUTION.** The Parties agree to attempt to resolve all disputes regarding this Agreement pursuant to the dispute resolution procedures identified in the Charters.
22. **GENERAL PROVISIONS.**
  - a. **Waiver.** The waiver by the District and/or TLC of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of the Facility Use Fee hereunder by the District or payment of Facility Use Fee charge by TLC shall not be deemed to be a waiver of any preceding default by TLC or District of any term, covenant or condition of this Agreement, other than the failure of TLC to pay the particular rental so accepted, regardless of District's knowledge of such preceding default at the time of the acceptance of such Facility Use Fee.
  - b. **Marginal Headings.** The marginal headings and article titles to the articles of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part hereof.
  - c. **Successors and Assigns.** The covenants and conditions herein contained, subject to the provisions as to assignment, apply and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.
  - d. **Prior Agreements.** This Agreement contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or

added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest. This Agreement shall not be effective or binding on any party until fully executed by both Parties hereto. Nothing in this Agreement shall supersede the Charters or the MOU between the Parties.

- e. Severability. Any provision of this Agreement that proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
- f. Choice of Law. This Agreement is subject to the laws and jurisdiction of the State of California. In the event that any court action should be brought in conjunction with this Agreement, it shall be subject to interpretation under the laws of the State of California.
- g. Notices. All notices and demands that may be or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the District to TLC shall be either hand-delivered with signed proof of receipt or sent by United States Mail, postage prepaid, addressed to TLC at the Premises, and to the address herein below, or to such other place as TLC may from time to time designate in a notice to the District. All notices and demands by TLC to the District shall be either hand-delivered with signed proof of receipt or sent by United States Mail, postage prepaid, addressed to the District at the address set forth herein, and to such other person or place as the District may from time to time designate in a notice to TLC.

To District at:

Linda Dopp, Director of Alternative Programs  
Tracy Unified School District  
1875 W. Lowell Ave.  
Tracy, CA 95376

To Tracy Learning Center at:

Virginia Stewart, Executive Director  
51 E. Beverly Place  
Tracy, CA 95376

DISTRICT AND TLC have signed this Agreement on the dates set forth below.

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

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

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

\_\_\_\_\_  
Tracy Learning Center

Approved and ratified this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

Abstentions: \_\_\_\_\_

\_\_\_\_\_  
Secretary to the Board of Trustees

Approved and ratified this 10 day of March 2014 by the Board of Directors of the Tracy Learning Center by the following vote:

AYES: 8

NOES: \_\_\_\_\_

Abstentions: \_\_\_\_\_

Patty Warwick  
Secretary to the Board of Directors



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** March 14, 2014  
**SUBJECT:** Approve Lease Termination Agreement and General Release with Nextel of California, Inc.

**BACKGROUND:** Nextel of California has maintained a Communication Site Lease Agreement with the Tracy Unified School District since 2000. This site lease included leased ground space for their communication facility and leased tower space for their radio hardware. Sprint and Nextel merged around 2005. In 2011, Sprint announced the decommission of its Nextel iDEN service. Sprint has evaluated their current cell sites that are no longer appropriate for its operations. Due to technological and economic reasons, Sprint will decommission their radio hardware on the Tracy Unified School District's cell tower, and vacate and surrender the site to Tracy Unified School District no later than October 31, 2014.

**RATIONALE:** Per the original site lease, Sprint must provide a thirty day notice to terminate and return the premises to its original state. The Tracy USD has a need to maintain Sprint's existing equipment shelter for future District network communications and has requested Sprint to leave the equipment shelter 'as-is,' but remove all radio hardware and other equipment and materials from premises and cell tower. This meets District Strategic Goal #4: Utilize technology as a tool for improvement in instruction, and to increase efficiency in operations across the District and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** None

**RECOMMENDATION:** Approve Lease Termination Agreement and General Release with Nextel of California, Inc.

**Prepared by:** Cindy Minter, Director of Information Services and Educational Technology

**LEASE TERMINATION AGREEMENT**  
**AND**  
**GENERAL RELEASE**

This LEASE TERMINATION AGREEMENT AND GENERAL RELEASE (the "Agreement") is made as of \_\_\_\_\_, \_\_\_\_\_, by and between Nextel of California, Inc., a Delaware corporation ("Nextel") and Tracy Joint Union High School District ("Owner") with reference to the following facts, understandings and intentions:

**RECITALS**

A. Owner owns certain property located at 1775 West Lowell Avenue, Tracy, CA ("Owner's Property"). Nextel, as lessee or tenant (or successor in interest to the lessee or tenant), and Owner, as lessor or landlord (or successor in interest to the lessor or landlord), are parties to that Communications Site Lease Agreement (Tower) dated March 27, 2000 (the "Lease") whereby Owner leases to Nextel a portion of Owner's Property, as further described in the Lease (the "Site").

B. Nextel uses the Site for a communications facility that, pursuant to the Lease, may include among other things, an antenna tower or pole and foundation, utility lines, transmission lines, an air conditioned equipment room or shelter and pad, cable wiring, conduit runs, radios and other electronic equipment, transmitting and receiving antennas and microwave dishes, batteries and other power sources (possibly including a generator and pad), related fixtures and supporting equipment, and structures therefor (collectively, the "Communications Facility").

By mutual agreement, Nextel and Owner desire to terminate the Lease, effective as of the Termination Date (as defined below).

C. Nextel and Owner are willing to so terminate the Lease, pursuant to the provisions of this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

I. Date of Termination; Final Payment.

a. The Lease is hereby canceled and terminated effective at 11:59 p.m. on October 31, 2014, or the date Nextel vacates and surrenders the Site pursuant to Section 2a below, whichever first occurs ("Termination Date"). From and after the Termination Date, neither Owner nor Nextel will have any further rights or obligations under the Lease, and Nextel will have no further right or interest with respect to the Site.

b. In full and final payment of any and all sums due or owing by Nextel to Owner under the Lease or otherwise in connection with Owner's Property or the Site. Nextel will make a final payment of Nine Hundred One and 01/100 Dollars (\$901.01), in the same time and manner as rent is currently paid by Nextel, constituting Rent and other charges (if applicable) for the final month of the Lease (the "Final Payment").

2. Vacation and Surrender of the Site; Site Acceptance.

a. Owner and Nextel have expressly agreed that, on or before the Termination Date, Nextel will vacate and surrender the Site to Owner in its current "AS-IS" condition, except that Nextel will remove from the Site the following (the "Removed Equipment"):

- i. **Radio/Hardware** - Remove all iDEN radio equipment (base radios, ISC's rectifiers, AC-DC Power plants batteries, racks, controller, DC power, and related support hardware)
- ii. **Generator and Fuel Storage Tank Removal** - Remove generator and fuel storage tanks, including draining and disposal of fluids (oil, fuel, anti-freeze), and disconnection of electrical and Telco conduits.
- iii. **Hazardous Material Handling Requirements** - Remove and dispose of all materials that may be considered hazardous.

Nextel will have no further obligation (notwithstanding anything to the contrary contained in the Lease or otherwise) to remove the Communications Facility (all of which will be deemed abandoned by Nextel and accepted by Owner) or otherwise repair or restore the Site or any other portion of Owner's Property.

b. Upon Nextel's vacation of the Site, Owner and Nextel will each execute duplicate originals of the "Site Acceptance and Release" in the form attached hereto as Exhibit A ("Site Acceptance"). Owner's execution of the Site Acceptance will constitute conclusive evidence and proof that Nextel has vacated and surrendered the Site to Owner in the condition required by the Lease and this Agreement, and that any portion of the Communications Facility (and any other equipment or property) remaining on Owner's Property will be deemed abandoned by Nextel and accepted by Owner, on the terms set forth therein.

3. Release of Obligations. Except for Owner's and Nextel's respective rights to enforce the provisions of this Agreement and the Site Acceptance, effective as of the Termination Date, Owner and Nextel, for themselves and their respective parent, subsidiary and related corporations, partners, affiliates, heirs, successors and assigns, do each hereby release and forever discharge each other and their present and former directors, officers, shareholders, managers, agents, trustees, beneficiaries, attorneys and employees (the "Released Parties") from all obligations, damages, losses, costs, expenses and liabilities whether known or unknown, contingent or direct, liquidated or unliquidated, and from any claims, demands, judgments, actions or suits of any kind (collectively, "Claims") which they may have against one another arising out of or relating to the Lease, and the use and occupancy of Site, the Communications Facility and/or Owner's Property, including without limitation, any attorneys' fees incurred in connection therewith. Each party acknowledges the possibility that the other party may have

unknown Claims against the other arising out of or related to the Lease, and the use and occupancy of Site, the Communications Facility and/or Owner's Property, and that by signing this Agreement, each party expressly waives such Claims. The parties further acknowledge that the consideration for this mutual release takes into account the possibility of such further Claims.

*The parties expressly waive the benefits of Section 1542 of the Civil Code of the State of California, which provides:*

*"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."*

4. Voluntary Agreement. The parties have read this Agreement and the releases contained herein and, on advice of counsel, have freely and voluntarily entered into this Agreement with full understanding of its terms.

5. Recitals. The above recitals are an integral and substantive part of this Agreement and are incorporated herein.

6. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party will be entitled to recover attorneys' fees and expenses from the other.

7. Successors. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

8. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of which will be deemed to be an original, and all of which taken together will constitute one and the same agreement. The parties agree that their signatures may be delivered by fax or email.

9. Governing Law. The validity, interpretation, construction and performance of this Agreement will be controlled by and construed under the laws of the state in which the Site is located.

IN WITNESS WHEREOF, the parties have executed this Lease Termination Agreement and General Release as of the date and year first above written.

**\*\*\* SIGNATURES ON FOLLOWING PAGE\*\*\***

**"OWNER"**

Tracy Joint Union High School District

**"NEXTEL"**

Nextel of California, Inc.,  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A

SITE ACCEPTANCE and RELEASE

This SITE ACCEPTANCE and RELEASE is made as of \_\_\_\_\_, \_\_\_\_\_ ("Effective Date"), by and between Nextel of California, Inc., a Delaware corporation ("Nextel") and Tracy Joint Union High School District ("Owner") with reference to the following facts, understandings and intentions:

A. Owner and Nextel are parties to that LEASE TERMINATION AGREEMENT and GENERAL RELEASE dated \_\_\_\_\_, \_\_\_\_\_ (the "Agreement"), that terminated a Lease for a Site on Owner's Property located at 1775 West Lowell Avenue, Tracy, CA (Nextel Site # CA1762), all terms of which are incorporated herein. Capitalized terms used but not defined herein have the meanings set forth in the Agreement.

B. Nextel used the Site for a communications facility that may have included, among other things, an antenna tower or pole and foundation, utility lines, transmission lines, an air conditioned equipment room or shelter and pad, cable wiring, conduit runs, radios and other electronic equipment, transmitting and receiving antennas and microwave dishes, batteries and other power sources (possibly including a generator and pad), related fixtures and supporting equipment, and structures therefor (collectively, the "Communications Facility").

C. Nextel removed some or all of the Communications Facility and restored the Site and Owner's Property to the condition required by the Lease and the Agreement, and Nextel vacated and surrendered the Site to Owner as of the Effective Date. The parties now desire to execute this Site Acceptance and Release, pursuant to the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the provisions set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner hereby acknowledges that, as of the Effective Date, Nextel has vacated, surrendered and restored the Site and Owner's Property to the condition required by the Lease and the Agreement and that any portion of the Communications Facility (and any other equipment or property) remaining on Owner's Property shall be deemed abandoned by Nextel (collectively, the "Abandoned Property"); Owner accepts any such Abandoned Property in its present condition "AS-IS", "WHERE-IS" and "WITH ALL FAULTS", and without any representations, warranties, promises, covenants or guaranties whatsoever, express, implied, oral, written, statutory or otherwise (including, without limitation, no warranties of merchantability, marketability, profitability, fitness for a particular purpose or conformity to models or materials); and Owner fully and forever releases Nextel and the Released Parties from all Claims and any and all liability whatsoever in connection with the foregoing and the Lease, and agrees to indemnify, defend and hold Nextel and the Released Parties harmless from and against all Claims and any and all losses, costs, liabilities, damages, claims, actions and causes of action (including attorneys' fees and court costs) arising out of or relating in any way to any such Abandoned Property (including without limitation any Claims that permits or local zoning or other regulations require telecommunications equipment to be removed).

Executed on \_\_\_\_\_, \_\_\_\_\_

"OWNER"

"NEXTEL"

Tracy Joint Union High School District

Nextel of California, Inc.,  
a Delaware corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** March 31, 2014  
**SUBJECT:** Consider the Charter Renewal for the Tracy Learning Center's Primary Charter School

**BACKGROUND:** On March 25, 2014, a public hearing was held for the Tracy Learning Center's application for renewal of the Primary Charter School Charter. Staff, parents and students provided input to the Board of Trustees at the public hearing. The California Education Code requires that the Board of Trustees render a final decision on the renewal application within 60 days of the date of submission of the charter application. The Board of Trustees may approve a charter renewal application if they are satisfied that the charter is consistent with the requirements set forth in the Tracy Unified School District's Charter School Board Policy 0420.4, Administrative Regulation 0420.4 and the Charter School Provisions of the California Education Code, 47607.

**RATIONALE:** Primary Charter School's current charter will end on June 30, 2014. Primary Charter School has submitted the charter request for a 5-year renewal per Education Code 47607. Tracy Unified School District staff and legal counsel have extensively reviewed Primary Charter School's renewal application to determine if it meets the guidelines and criteria set forth in the Charter School Provisions of the California Education Code, 47607; Tracy Unified School District Board Policy 0420.4 and Administrative Regulation 0420.4.

Primary Charter School renewal application was reviewed to determine if it met the requirements of current charter school laws and regulations.

It is the finding of the District staff and legal counsel that the charter renewal application inadequately addresses the above mentioned guidelines and criteria. Therefore, the District staff and legal counsel recommend that the Tracy Unified School District Board of Trustees approve with conditions, the Primary High School Charter renewal for a five (5) year period beginning July 1, 2014 - June 30, 2019. (See attached documents: Charter Petition, Conditions for Approval, Memorandum of Understanding).

**FUNDING:** Not applicable.

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

**Prepared by:** Linda Dopp, Director of Alternative Programs



# HUMAN RESOURCES MEMORANDUM

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**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** March 28, 2014  
**SUBJECT:** Approve Superintendent's Contract

**BACKGROUND:** Dr. Franco announced that he intends to retire at the end of June, 2014. The school board selected Education Leadership Services as the professional search firm to identify qualified candidates to fill the resulting vacancy. Interviews of qualified candidates were held by the Board on March 21, 2014, and a top candidate was selected. Three board members visited the selected candidate's district and subsequently offered a contract to Dr. Brian Stephens.

**RATIONALE:** Dr. Stephens will become superintendent as of July 1, 2014. The attached contract identifies the terms and conditions of his employment.

**FUNDING:** General Fund

**RECOMMENDATION:** Approve Superintendent's Contract.

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

## EMPLOYMENT AGREEMENT FOR SUPERINTENDENT

### A. PREAMBLE

THIS AGREEMENT is entered into as of the 1<sup>st</sup> day of July, 2014, between the Governing Board ("BOARD") of and on behalf of the TRACY UNIFIED SCHOOL DISTRICT (hereafter "the DISTRICT"), through its Board of Trustees, and Brian Stephens, the Superintendent ("SUPERINTENDENT"). The parties hereby agree as follows:

### B. TERM

IT IS HEREBY AGREED by and between the BOARD and SUPERINTENDENT that the BOARD does hereby employ Brian Stephens as SUPERINTENDENT for the DISTRICT commencing July 1, 2014, and ending June 30, 2017. Both parties agree that said employee shall perform the duties of the SUPERINTENDENT to and for the DISTRICT as prescribed by the laws of the State of California and by the rules and regulations made hereunder by the BOARD, consistent with the laws of the State of California.

The SUPERINTENDENT shall be given notice no later than May 14, 2017, if it is the intent of the DISTRICT to not employ him as SUPERINTENDENT after June 30, 2017. Termination of this Agreement requires a majority vote of the BOARD.

### C. DUTIES

1. The SUPERINTENDENT shall perform the duties of SUPERINTENDENT as prescribed under the SUPERINTENDENT'S job description, California law and Board policy and act as the chief executive officer. All powers and duties shall be executed in accordance with DISTRICT policy and the rules and regulations of the State Board of Education.
2. The SUPERINTENDENT shall serve as SUPERINTENDENT of the DISTRICT. The BOARD may from time to time direct the SUPERINTENDENT to perform certain additional duties related to the schools.
3. It is agreed that the SUPERINTENDENT shall furnish, throughout the life of this Agreement, a valid and appropriate certificate to act as SUPERINTENDENT, issued by the State of California, as directed by the BOARD, and that the SUPERINTENDENT hereby agrees to devote his time, skills, labor, and attention to said employment during the term of this Agreement.

### D. SUPERINTENDENT AND BOARD RESPONSIBILITIES

1. The BOARD has primary responsibility for formulating and adopting DISTRICT policies and all other duties consistent with State law. The SUPERINTENDENT is the chief executive officer of the Board and has

the primary responsibility for execution of Board policy. The parties agree to cooperate fully and to assist each other in satisfying these responsibilities. Further, the BOARD agrees to work cooperatively to assist the SUPERINTENDENT in satisfying these responsibilities, and agrees to participate and support activities, workshops, training, and other similar development activities recommended to build positive working relationships and the general capacity of the BOARD to perform their duties.

2. Subject to the BOARD's approval, and consistent with the laws of the State, the written policies of the DISTRICT and the rules and regulations of the State Board of Education, the SUPERINTENDENT shall have the ultimate authority and responsibility for the total administration of the DISTRICT, including, but not limited to: the organization, reorganization, and arrangement of the administrative and supervisory staff, which in his judgment best serves the DISTRICT; the administration of the instructional and business services of the DISTRICT; the selection of personnel recommended for employment; the placement, assignment, and transfer of personnel; the evaluation and discipline of DISTRICT employees; the placement and discipline of students; and the study of all criticism, complaints, and suggestions referred to the SUPERINTENDENT by the BOARD and to make appropriate recommendations to the BOARD regarding said referrals.

#### **E. PERFORMANCE OBJECTIVES AND EVALUATION**

The SUPERINTENDENT shall be evaluated annually to provide him with written information concerning his performance. These evaluations shall be presented to the SUPERINTENDENT no later than May 1st. The BOARD shall review their evaluation with the SUPERINTENDENT. The format of the evaluation shall be jointly developed by the SUPERINTENDENT and the BOARD. The following terms and conditions will be followed in the evaluation process.

1. On or before September 15th of this year, the BOARD shall meet to establish the SUPERINTENDENT'S performance objectives for the year. On or prior to July 30th of each succeeding school year, the parties shall meet to establish performance objectives for the next succeeding school year. Performance objectives shall be reduced to writing and shall be based upon the duties and responsibilities set forth in this agreement, and any other criteria mutually agreed upon by the parties.
2. The performance objectives shall be the basis for evaluation of the SUPERINTENDENT as hereinafter provided.
3. The SUPERINTENDENT shall submit to the BOARD, on or before July 1st of each year, an annual report analyzing the progress of the DISTRICT

and his evaluation of his services as SUPERINTENDENT for the previous school year.

**F. TERMINATION OF AGREEMENT**

This EMPLOYMENT AGREEMENT may be terminated prior to its normal expiration by:

1. Failure by SUPERINTENDENT to maintain an appropriate California Administrative Credential.
2. Mutual agreement of the parties.
3. Death of SUPERINTENDENT.
4. Retirement of SUPERINTENDENT.
5. Resignation of SUPERINTENDENT.
6. Non-Renewal of Agreement by BOARD.

The BOARD may elect not to renew this Agreement upon its expiration by providing written notice to the SUPERINTENDENT in accordance with Education Code section 35031 (currently 45 days prior notice) or other applicable provisions of law.

7. Unilateral termination.

The BOARD, within its discretion, may terminate this Agreement without cause at any time upon written notice to the SUPERINTENDENT. In the event this Agreement is terminated without cause, the SUPERINTENDENT shall receive a maximum cash severance payment equal to the monthly salary of the SUPERINTENDENT multiplied by twelve (12) months, or the number of months left on the unexpired term of this Agreement, whichever is the lesser amount. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until the SUPERINTENDENT finds other employment, whichever comes first. This provision is required by Government Code section 53260 and shall be implemented consistent with that law. This severance payment shall be payable in accordance with the DISTRICT's regular payroll cycle or, at the BOARD's discretion, in a lump sum. This severance payment shall be provided to the SUPERINTENDENT only if (1) the SUPERINTENDENT executes a separation agreement prepared by the BOARD which includes a full general release of any and all claims, including all those known or unknown, against the BOARD and its individual members, all officers, all employees, and all agents arising out of or in any way related to the SUPERINTENDENT's employment or

termination of employment with the DISTRICT; and (2) the SUPERINTENDENT agrees to cooperate fully with the BOARD in the transition of his duties and comply with all DISTRICT policies and procedures. All other obligations to the SUPERINTENDENT under this Agreement shall be automatically terminated and completely extinguished. In accordance with Government Code section 53243.2, any severance payment to the SUPERINTENDENT shall be fully reimbursed to the DISTRICT if the SUPERINTENDENT is convicted of any crime involving an abuse of his office or position with the DISTRICT as defined by applicable law.

The intent of this provision is solely to satisfy the requirements in Government Code sections 53260-53264, and shall be interpreted consistently with these statutes.

8. Discharge for Cause.

In event of discharge for cause, which shall be defined as conduct which is seriously prejudicial to the DISTRICT, this AGREEMENT may be terminated. This shall include, but is not limited to, unprofessional conduct, incompetency, neglect of duty, or breach of contract. Should the BOARD elect to terminate this AGREEMENT prior to its expiration pursuant to this section, the BOARD shall notify SUPERINTENDENT in writing. Upon request, the BOARD shall serve upon SUPERINTENDENT a reasonably detailed statement of charges. SUPERINTENDENT will be afforded an opportunity for a hearing which shall include the right to be represented by counsel and the right to call witnesses. If SUPERINTENDENT chooses to be accompanied by legal counsel at such hearing, SUPERINTENDENT shall bear any costs therein involved. Such hearing shall be conducted in closed session by the Board. SUPERINTENDENT shall be provided a written decision describing the results of the hearing within ten (10) days following such hearing.

**G. SEEKING OTHER EMPLOYMENT**

Should the SUPERINTENDENT seek other employment during the term of this Agreement, or any extension thereof, SUPERINTENDENT shall notify the BOARD of his intention to seek other employment no later than the date he submits a written application for other employment, or accepts an appointment for an oral interview, whichever occurs first. Failure to provide the BOARD with such notice shall constitute a material breach of this Agreement. If at any time the SUPERINTENDENT fails to perform his duties and obligations to DISTRICT to the satisfaction of the majority of the BOARD during SUPERINTENDENT's search for other employment, such failure shall constitute a material breach of this Agreement, and the BOARD may, upon majority vote, exercise any remedy provided for by law including, but not limited to, modification or termination for cause of this Agreement. In consideration for this Agreement, SUPERINTENDENT hereby agrees to withdraw any pending written

applications or appointments for oral interviews, and shall not consider any other employment considered or entertained prior to the time of execution of this Agreement.

#### **H. SALARY**

1. The SUPERINTENDENT'S salary shall be \$180,000 per annum under this Agreement, payable in equal monthly payments, commencing July 1, 2014.
2. For the 2015-2016, and 2016-2017 school years, the BOARD shall increase the SUPERINTENDENT's annual salary by three percent (3%) contingent upon an evaluation rating of "Satisfactory" or higher as determined by a majority of the BOARD.
3. The BOARD shall consider adjustments in the SUPERINTENDENT'S salary annually on or before July 1st of the fiscal year preceding the fiscal year in which the new salary will take effect. However, the BOARD hereby retains the right to adjust the annual salary of the SUPERINTENDENT at any time during the term of this Agreement. Any adjustments in salary made during the life of this Agreement shall be in the form of a written amendment hereto, be approved by the Board in Open Session, and shall become part of this Agreement. It is provided, however, that by so doing it shall not be considered that the BOARD has entered into a new Agreement with the SUPERINTENDENT, nor that the termination date of the existing Agreement has been extended.
4. The SUPERINTENDENT shall receive a yearly Masters degree stipend of \$1,697, and a yearly Doctoral degree stipend of \$3,395.
5. The SUPERINTENDENT'S salary shall be based upon 225 work days for performing the duties provided in this Agreement. It is agreed that the daily rate of pay shall be computed by dividing the current base salary by 225.

#### **I. FRINGE BENEFITS**

1. The SUPERINTENDENT shall, in addition to salary, receive all of the fringe benefits of employment, including, but not limited to, a Health Benefit contribution currently of \$8,162 per year, which are granted to the DISTRICT's certificated management employees, according to salary level or other basis provided by the BOARD in connection with such benefits, except as otherwise set forth in this Agreement.
2. The BOARD shall pay or reimburse the SUPERINTENDENT for annual professional association dues in the Association of California School Administrators (ACSA) and other professional organizations approved by the Board.

3. The DISTRICT shall pay or reimburse the SUPERINTENDENT for dues and/or membership fees required by the Chamber of Commerce or other civic groups that the BOARD requests SUPERINTENDENT to join.
4. The SUPERINTENDENT does hereby agree to have an annual comprehensive medical examination, at the DISTRICT's expense. If requested by the BOARD, the SUPERINTENDENT agrees to provide the BOARD a physician's statement of health; such information shall be treated as confidential information by the BOARD.
5. The DISTRICT shall provide a cell phone for the SUPERINTENDENT'S use.

**J. EXPENSE REIMBURSEMENT**

1. The SUPERINTENDENT shall receive five hundred (500) dollars per month for the use of his personal vehicle to cover the expenses for an automobile, maintenance and upkeep.
2. The SUPERINTENDENT shall receive an expense account in the amount of up to five hundred (500) dollars per month for incidental DISTRICT expenses.
3. The SUPERINTENDENT shall attend appropriate business and professional meetings at local, state, and national levels. The SUPERINTENDENT shall give the BOARD advance notice of business and professional meetings conducted outside of California. Expenses of travel and attendance at out-of-county activities shall be paid in advance by the DISTRICT, or where appropriate, reimbursed upon the submission of proper receipts from the SUPERINTENDENT.

**K. VACATION AND SICK LEAVE**

1. The SUPERINTENDENT shall receive twenty-two (22) days of paid vacation credit per school year. It is expressly agreed by the parties that up to ten (10) days of unused vacation credit may be accumulated each school year. The SUPERINTENDENT may choose to either carry this unused vacation credit over to the next school year or to be compensated for it at the SUPERINTENDENT'S daily rate of compensation. Upon termination or expiration of this Agreement, the SUPERINTENDENT shall be entitled to compensation for unused and accrued vacation days at the then current salary rate.
2. The SUPERINTENDENT shall earn twelve (12) days of sick leave per school year which may be accumulated and carried over for succeeding school years. Earned sick leave shall be cumulative as provided by State law and Board policy. The DISTRICT shall not be obligated to compensate the SUPERINTENDENT for accrued sick leave at the time of

termination of this Agreement. All unused accumulated sick leave may, at the option of the SUPERINTENDENT, be transferred to a new employer as provided by law. All verified, unused accumulated sick leave earned prior to July 1, 2014, shall be transferred to the DISTRICT as provided by law.

3. The SUPERINTENDENT shall be entitled to other authorized leaves and holidays not specifically addressed in this Agreement on an equivalent basis to all other similar management personnel.

## L. LEGAL TERMS

This Agreement shall be governed by the laws of the State of California.

Integration. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.

Severability. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

Modification. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing, ratified in an open session board meeting and signed by both parties.

Construction of Agreement. This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

Headings. The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

Assignment. Since this Agreement is for the employment of SUPERINTENDENT and SUPERINTENDENT's specific knowledge and talents, both parties acknowledge that neither party shall assign this Agreement or any interest therein. Any such attempt to assign this Agreement is null, void and of no effect.

M. REVIEW OF AGREEMENT

Each year at the time of the annual evaluation, the parties shall meet to review the entire Agreement and mutually consider proposed extensions, modifications or additions.

N. SIGNATORY CLAUSE

This Agreement includes and is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education of California, and the rules and regulations of the BOARD. This Agreement shall be ratified in an open session Regular Board meeting, but may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first written above.

 \_\_\_\_\_ Date signed: 3/26/14

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** March 28, 2014  
**SUBJECT:** Approve Agreement for Superintendent's Transition

**BACKGROUND:** The contract for the new superintendent is scheduled to begin on July 1, 2014, and was previously voted on and approved by the Board of Education prior to the approval of this agreement.

**RATIONALE:** It is important to facilitate the smooth transition of Dr. Stephens into the position of Superintendent on July 1, 2014. The parties agree that Dr. Stephens shall spend up to ten (10) work-days in the District between April 9 and June 30, 2014. The Agreement for the Superintendent's Transition is attached.

**FUNDING:** General Fund.

**RECOMMENDATION:** Approve Agreement for Superintendent's Transition

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

## AGREEMENT FOR SUPERINTENDENT TRANSITION

### A. PREAMBLE

THIS AGREEMENT is entered into as of the 8<sup>th</sup> day of April, 2014, between the Governing Board ("BOARD") of and on behalf of the TRACY UNIFIED SCHOOL DISTRICT (hereafter "the DISTRICT"), through its Board of Trustees, and Brian Stephens ("STEPHENS"), the incoming Superintendent.

The parties hereby agree as follows:

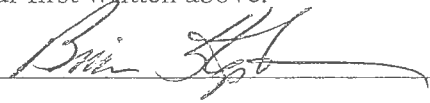
### B. TERM

The BOARD and STEPHENS agree that it is important to facilitate the smooth transition of STEPHENS into the position of Superintendent on July 1, 2014. To that end, the parties agree that STEPHENS shall spend up to ten (10) work-days in the District between April 9 and June 30, 2014. STEPHENS shall be paid for up to ten (10) work-days at his agreed-upon daily rate. The daily rate for the 2014-2015 school year shall be eight hundred(800) dollars (\$180,000 divided by 225 work-days). STEPHENS shall complete a time sheet indicating each day worked between April 9, 2014 and June 30, 2014.

### C. SIGNATORY CLAUSE

This Agreement includes and is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education of California, and the rules and regulations of the BOARD. This Agreement shall be ratified in an open session Regular Board meeting, but may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first written above.

\_\_\_\_\_

Date signed: 3/27/14

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** March 28, 2014  
**SUBJECT:** Approve Tentative Agreements with the Tracy Educators Association

**BACKGROUND:** The Master Agreement between Tracy Unified School District and Tracy Educators Association (TEA) expired on June 30, 2012. Articles within the Master Agreement were negotiated, and Tentative Agreements were signed for a successor Agreement that will be effective from July 1, 2014 through June 30, 2017. The Tentative Agreements (see attached) were approved and ratified by the TEA members on March 27, 2014.

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

- A 3.0% increase to the salary schedules listed below contained in Article XIII, Salaries (Compensation), in the current Master Agreement between TUSD and TEA (2009-2010, 2010-2011, 2011-2012) for the 2013-2014 school year, retroactive to July 1, 2013:
  - Appendix A Certificated Salary Schedule A
  - Appendix B Certificated Salary Schedule B
  - Appendix C Tracy Adult School Salary Schedule Full-Time Unit Members
  - Appendix C.1 Tracy Adult School Salary Schedule Part-Time Unit Members
  - Appendix D Hourly Salary Schedule
  - Appendix E Supplemental Instruction
- A 1.65% one-time (lump sum) increase for each unit member based on the unit member's placement on the Certificated Salary Schedule in Appendix A, Certificated Salary Schedule A; Appendix B, Certificated Salary Schedule B; Appendix C, Tracy Adult School Salary Schedule Full-Time Unit Members in the current Master Agreement between TUSD and TEA (2009-2010, 2010-2011, 2011-2012) for the 2013-2014 school year only as it existed on July 1, 2013 prior to any retroactive increase.

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

This agenda item meets District Strategic Goal #6: Develop and support a high performing workforce and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

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

**RECOMMENDATION:** Approve Tentative Agreements with the Tracy Educators Association

**Prepared by:** 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:** March 28, 2014  
**SUBJECT:** **Approve New Salary Increase to CSEA Salary Schedule, Based on Me-Too Clause**

**BACKGROUND:** On January 14, 2014, the TUSD Board of Trustees approved Tentative Agreements with the California School Employees Association (CSEA) on various articles, including Article VIII, Pay and Allowances. As explained in the attached approved Tentative Agreement with CSEA, there is a provision for a “Me-Too” clause. The approved Tentative Agreement dated December 5, 2013 provides for the following:

- 2.35% increase to each step and range cell of the salary schedule described in Article VIII, Pay & Allowances and defined in Appendix A of the current Master Agreement between the Tracy Unified School District (TUSD) and California School Employees Association (CSEA) (2011-2012, 2012-2013, 2013-2014) for the 2013-2014 school year, retroactive to July 1, 2013, with no reopeners on Article VIII, Pay & Allowances for the 2013-2014 school year.

**RATIONALE:** On April 8, 2014, the Board approved a salary increase for the Tracy Educators Association (TEA) as follows:

- A 3.0% increase to the salary schedules listed below contained in Article XIII, Salaries (Compensation), in the current Master Agreement between TUSD and TEA (2009-2010, 2010-2011, 2011-2012) for the 2013-2014 school year, retroactive to July 1, 2013:
  - Appendix A Certificated Salary Schedule A
  - Appendix B Certificated Salary Schedule B
  - Appendix C Tracy Adult School Salary Schedule Full-Time Unit Members
  - Appendix C.1 Tracy Adult School Salary Schedule Part-Time Unit Members
  - Appendix D Hourly Salary Schedule
  - Appendix E Supplemental Instruction

Based on the above approved salary increase for the Tracy Educators Association, The District is requesting approval to implement the CSEA “Me-Too” clause language as described in the attached approved Tentative Agreement, dated December 5, 2013.

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

This agenda item meets District Strategic Goal #6: Develop and support a high performing workforce and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** Pay increases described in the tentative agreement for Article VIII, Pay and Allowances (see attached) will be paid from a variety of funds.

**RECOMMENDATION:** Approve New Salary Increase to CSEA Salary Schedule, Based on Me-Too Clause

**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:** March 28, 2014  
**SUBJECT:** Approve New TSMA Salary Agreement

**BACKGROUND:** On January 28, 2014, the Board of Education approved the following:

- A 2.35% increase to each step and range cell of the 2007-2008 Classified/Confidential Salary Schedule (LMH), the 2007-2008 Management/Administrator Salary Schedule (LME), and the 2007-2008 Psychologist/Counselor Salary Schedule (LMP), for the 2013-2014 school year, retroactive to July 1, 2013.

On April 8, 2014, the Board of Education approved the following salary increase for the Tracy Educators Association (TEA):

- A 3.0% increase to the salary schedules listed below contained in Article XIII, Salaries (Compensation), in the current Master Agreement between TUSD and TEA (2009-2010, 2010-2011, 2011-2012) for the 2013-2014 school year, retroactive to July 1, 2013:
  - Appendix A Certificated Salary Schedule A
  - Appendix B Certificated Salary Schedule B
  - Appendix C Tracy Adult School Salary Schedule Full-Time Unit Members
  - Appendix C.1 Tracy Adult School Salary Schedule Part-Time Unit Members
  - Appendix D Hourly Salary Schedule
  - Appendix E Supplemental Instruction

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

- A 3.0% increase to each step and range cell of the 2007-2008 Classified/Confidential Salary Schedule (LMH), the 2007-2008 Management/Administrator Salary Schedule (LME), and the 2007-2008 Psychologist/Counselor Salary Schedule (LMP), for the 2013-2014 school year, retroactive to July 1, 2013.

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

This agenda item meets District Strategic Goal #6: Develop and support a high performing workforce and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

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

**RECOMMENDATION:** Approve New TSMA Salary Agreement

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