

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

**DATE: TUESDAY, FEBRUARY 27, 2018**

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

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

**A G E N D A**

- |              |  |                |
|--------------|--|----------------|
| <b>1.</b>    | <b>Call to Order</b>   | <b>Pg. No.</b> |
| <b>2.</b>    | <b>Roll Call – Establish Quorum</b><br>Board: D. Arriola, J. Costa, S. Gilbert, W. Gouveia, T. Guzman, G. Silva, J. Vaughn<br>Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry   |                |
| <b>3.</b>    | <b>Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.</b>   |                |
| <b>3.1</b>   | <b>Administrative &amp; Business Services:</b> None  |                |
| <b>3.2</b>   | <b>Educational Services:</b>   |                |
| <b>3.2.1</b> | Findings of Fact #17-18/#38, 51, 52, 53, 54, 55, 56, 57, 58  |                |
| <b>3.3</b>   | <b>Human Resources:</b>  |                |
| <b>3.3.1</b> | Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-294, Pursuant to Article XXIII<br><b>Action:</b> Motion___; Second___ . Vote: Yes___; No___; Absent___; Abstain___   |                |
| <b>3.3.2</b> | Approve Variable Term Waiver for Uttara Makker - Education Specialist Early Childhood Special Education<br><b>Action:</b> Motion___; Second___ . Vote: Yes___; No___; Absent___; Abstain___  |                |
| <b>3.3.3</b> | Approve the Non-Reelection of Probationary Certificated Employees #UC-1049, #UC-1050, #UC-1051, #UC-1052, #UC-1053, #UC-1054, #UC-1055, #UC-1056, #UC-1057, #UC-1058, #UC-1059, Pursuant to Education Code Section 44929.21(b)<br><b>Action:</b> Motion___; Second___ . Vote: Yes___; No___; Absent___; Abstain___ |                |
| <b>3.3.4</b> | Consider Public Employee/Employment/Discipline/Dismissal/Release<br><b>Action:</b> Motion___; Second___ . Vote: Yes___; No___; Absent___; Abstain___   |                |
| <b>3.3.5</b> | Conference with Labor Negotiator<br>Agency Negotiator: Tammy Jalique<br>Associate Superintendent of Human Resources  |                |

Employee Organization: CSEA, TEA

4. **Adjourn to Open Session**
5. **Call to Order and Pledge of Allegiance**
6. **Closed Session Issues:**
  - 6a Action Taken on Findings of Fact #17-18/#38, 51, 52, 53, 54, 55, 56, 57, 58  
**Action:** Motion \_\_; Second \_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_.
  - 6b Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-294, Pursuant to Article XXIII  
**Action:** **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_.
  - 6c Report Out of Action Taken on Approve Variable Term Waiver for Uttara Makker - Education Specialist Early Childhood Special Education  
**Action:** **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_.
  - 6d Approve the Non-Reelection of Probationary Certificated Employees #UC-1049, #UC-1050, #UC-1051, #UC-1052, #UC-1053, #UC-1054, #UC-1055, #UC-1056, #UC-1057, #UC-1058, #UC-1059, Pursuant to Education Code Section 44929.21(b)  
**Action:** **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_.
7. **Approve Regular Minutes of February 13, 2018.** **1-6**  
**Action:** Motion \_\_; Second \_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_
8. **Student Representative Reports: West High:** Payton Bryant, Kaylin Hill; **Stein High:** Kayla Powers; **Kimball High:** Chloe Ramos; **Tracy High:** Marti Rhinehart.
9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
  - 9.1 Kelly School Presentation
  - 9.2 Jacobson School Presentation
10. **Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting. None.
  - 10.1 **Administrative & Business Services:** None.
11. **Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item may be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a yellow speaker's card).
12. **PUBLIC HEARING:**
  - 12.1 **Administrative & Business Services:** None.

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

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

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

**13.1 Administrative & Business Services:**

- 13.1.1** Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District **7-8**
- 13.1.2** Approve Entertainment, Assembly, Service, Business and Food Vendors **9-18**
- 13.1.3** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **19-20**
- 13.1.4** Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **21-22**

**13.2 Educational Services:**

- 13.2.1** Approve Agreement for Special Contract Services with Nancy Fetzer of Literacy Connections to Provide Balanced Literacy and Writing Coaching to McKinley Elementary School Teachers during the 2017-2018 School Year **23-26**
- 13.2.2** Approve Out of State Travel for One Hirsch Staff Member to Attend the Professional Learning Community (PLC) at Work Institute in Las Vegas, NV on June 6-8, 2018 **27**
- 13.2.3** Approve Out of State Travel for the Principal and Seven North School Teachers to Attend the Professional Learning Community (PLC) at Work Institute in Las Vegas, NV on June 6 – 8, 2018 **28**
- 13.2.4** Approve Overnight Travel for West High Black Students Union Members to Attend the Black Students of California United (BSCU) Annual Leadership Conference in San Jose, CA on March 9–11, 2018 **29**
- 13.2.5** Approve Overnight Travel for Kimball High School (KHS) Health Occupations Students of America (HOSA) Club Members and Advisors to Participate in the State Leadership Conference (SLC) in Anaheim, California on April 4-8, 2018 **30**
- 13.2.6** Approve Agreement for Special Contract Services with Dona Kim Watson-Setliff, CCC-SLP to Provide an Independent Educational Evaluation/Speech and Language Assessment **31-34**
- 13.2.7** Ratify Agreement for Special Contract Services with James Bylund to Provide an Independent Educational Evaluation/Psycho- Educational Assessment **35-38**

**13.3 Human Resources:**

- 13.3.1** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment **39-40**
- 13.3.2** Approve Classified, Certificated, and/or Management Employment **41**

**14. Action Items:** Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.

**14.1 Administrative & Business Services:**

**14.1.1** Approve the Terms of the Purchase and Sale Agreement and Joint Escrow Instructions for 455 East Eleventh Street, Tracy, CA; and, Authorize District Staff to Execute the Agreement and to Carry Out the Obligations Under the Agreement (Separate Cover Item) **42-43**

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

**14.1.2** Acknowledge Revision to Business and Noninstructional Administrative Regulation AR 3514 Environmental Safety (Second Reading, Intent to Adopt) **44-55**

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

**14.1.3** Cast Ballot for CSBA 2018 Delegate Assembly Election **56-60**

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

**14.1.4** Adopt Resolution No. 17- 19 to Excuse Meeting Absence of Board Member **61-62**

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

**14.2 Educational Services:**

**14.2.1** Approve the Discard of 6-12 Grade English Language Arts Materials **63**

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

**14.2.2** Approve the Discard of Obsolete Instructional Media Center Materials **64**

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

**14.3 Human Resources:**

**14.3.1** Adopt Resolution #17-20, Adopting the Tie-Breaking Criteria in the Case of Certificated Reduction in Force for the 2018-2019 School Year **65-67**

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

**14.3.2** Adopt Resolution #17-21, Authorizing the Reduction and Elimination of Particular Kinds of Service for the 2018-2019 School Year **68-70**

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

**14.3.3** Adopt Resolution #17-22, Adopting the Competency Criteria in the Case of Certificated Reduction in Force for the 2018-2019 School Year **71-73**

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

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

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

**17. Board Meeting Calendar:**

**17.1** March 13, 2018

**17.2** March 27, 2018

**17.3** April 24, 2018

- 17.4 May 8, 2018
- 17.5 May 22, 2018

**18. Upcoming Events:**

- |      |                        |                                  |
|------|------------------------|----------------------------------|
| 18.1 | March 30-April 6, 2018 | No School: Spring Break          |
| 18.2 | May 25, 2018           | Last Day of School               |
| 18.3 | May 26, 2018           | Graduation: Tracy, West, Kimball |

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

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

- 6:00 PM:** 1-3. President Silva called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: D. Arriola, J. Costa, S. Gilbert, W. Gouveia, T. Guzman, G. Silva, J. Vaughn  
Staff: B. Stephens, S. Harrison, C. Goodall, T. Jalique, B. Etcheverry
- 7:05 PM** 5. President Silva called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:**
- 6a** Action Taken on Findings of Fact #17-18/#26, 39, 40, 41, 42, 48, 50  
**Action:** Gilbert, Guzman. (Pulled #39). **Vote:** Yes-7; No-0.
  - Action:** On #39. Guzman, Costa. **Vote:** Yes- 6; No-1(Arriola)
  - 6b** Report Out of Action Taken on Application for Reinstatement #17-18/#24, 25, 26  
**Action:** **Vote:** Yes-7; No-0.
  - 6c** Report Out of Action Taken on PE Exemption WHS #10303617  
**Action:** **Vote:** Yes-7; No-0.
  - 6d** Report Out of Action Taken on Waiver of Expulsion – WE#17-18/#1  
**Action:** **Vote:** Yes-7; No-0.
  - 6e** Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Certificated Employee #UC-1048, Pursuant to Article XX  
**Action:** Denied. **Vote:** Yes-7; No-0.
  - 6f** Report Out of Action Taken on Consider Public Employee/Employment/Discipline/Dismissal/Release Settlement Agreement with Certificated Employee  
**Action:** **Vote:** Yes-7; No-0.
- Minutes:** 7. Approve Regular Minutes of January 23, 2018  
**Action:** Arriola, Vaughn. **Vote:** Yes-6; No-0; Abstain-1(Gouveia)
- Employees Present:** T. Quiambao, M. Romo, J. Mann, E. Kimball, J. Nott, J. Noll, J. Mann, B. Carter, R. Riddle, J. Stocking, Troy Brown, J. Escobedo, N. Hardebeck, M. Bedolla, K. Felisberto, A. Ledesma, J. Gust, S. Martinho
- Press:** D. Rizzo, Tracy Press
- Visitors Present:** J. Mousalimas, B. Pekari, C. Edwards, T. Heben, G. Garcia, S. Grewal,
- Student Rep Reports:** 8. None.

## **Recognition & Presentations:**

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

Principal, Miguel Romo and Assistant Principal, Jessica Mann, presented a power point. They are laying the groundwork for students to succeed and creating an environment where students want to be. Relationships are important among all stakeholders, students, teachers, administrators and caregivers. They give teachers the resources needed to make connections with their students. There are over 1000 students at Williams and over 50% qualify for free and reduced lunch. They reviewed the demographic shift that has occurred over the last several years. The PAWSS group, Parents and Williams Students and Staff and the parent liaison works with parents to keep them informed. The counseling program introduced suicide prevention and awareness. They learned how to ACT (Acknowledge, Care, Tell). Students are helping each other. Student recognition is important and they have quarterly honor roll and students of the month. ASB, WEB and the leadership class has increased school spirit. They have lunch rallies, dances, class door decorating contests and many clubs on campus. Students can be a part of the chess club, creative cats art club, or the girls basketball team, who happened to be league champions. They started working with the International Center for Leadership in Education which offers professional development in rigor and relevance. Teachers collaborated and agreed to focus and implementing strategies for highly effective questioning. They are also very proud of their AVID program in grades 6, 7 and 8. There are 171 students participating. They have college fieldtrips, guest speakers and focus on writing. Two AVID students, Shamara Moody and Gabriel Garcia, are here tonight to talk about what AVID has meant to them. They stated that it has helped them get good grades, be more organized at school and home. It has helped with real life programs and they think about the future and college. Gabriel wants to be doctor and go to Harvard. Williams Middle School also has a GATE program. There are 92 students participating. It provides great relationships and opportunities for our students. Students don't care how much you know until they know how much you care. They believe they need to find a connection and want students to succeed.

### **9.2 Student Social Media Team**

Brian Pekari and Marshal Rose introduced students Paris Mousalimas, Simran Grewal and Ishan Gill. Unfortunately, Malorie Bournazian was unable to attend tonight. These students are all on the San Joaquin County Human Trafficking Taskforce and happen to all attend Tracy High School. The students presented a power point on social media, a vehicle for human traffickers. They reviewed some of the common apps such as Snapchat, Instagram, Twitter, Facebook and Kick. They showed how some accounts can be public or private and that it is dangerous to tag a location. Some middle school students get a texting app for their Ipod or tablet. It is easy for them to use. They showed how traffickers can use apps to get pictures by asking if they are interested in being a model. It is important to have apps on private. There is also an app called "Secret calculator" and you can store photos and videos. It works and looks like a calculator until you enter your secret password. Good tips for parents is to be present when your child creates an account, make sure they are all on private setting, know the passwords, check their followers and talk about morals.

### **9.3 Recognize the Recipient of the Diversity & Equity Staff Recognition Award for the Winter Term of the 2017-18 School Year**

The Board recognized Jason Noll (Management/Classified Confidential) as the Recipient of the Diversity & Equity Staff Recognition Award for the Winter Term of the 2017-18 School Year

**Information &  
Discussion Items:**

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

**Hearing of  
Delegations**

11. Carie Edwards is here tonight to talk about AB 1369 regarding Dyslexia which passed in August. It is the most common learning disability ranging from mild to severe. She feels there should be a universal screening in when kids start school and not wait until they are in 3<sup>rd</sup> grade and fall behind. She encourages the board to read the legislation. She wants to know what TUSD is currently doing. She thinks we can do a better job.

**Public Hearing:**

**12.1.1** None.

**Consent Items:**

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

**Action:** Pulled Item 13.1.5. Costa, Vaughn. **Vote:** Yes-7; No-0.

**Action:** On Item 13.1.5.

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

**13.1 Administrative & Business Services:**

**13.1.1** Approve Accounts Payable Warrants (January, 2018)  
(Separate Cover Item)

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

**13.1.3** Approve Payroll Reports ((January, 2018)

**13.1.4** Approve Revolving Cash Fund Reports ((January, 2018)

**13.1.5** Approve Entertainment, Assembly, Service, Business and Food Vendors

**13.1.6** Acknowledge Receipt of Report on Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 75 (Separate Cover Item)

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

**13.1.8** Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

**13.2 Educational Services:**

**13.2.1** Approve Agreement for Special Contract Services with AccuTrain Corporation to Provide Professional Development on Responsibility Centered Discipline to Teachers, Administrators, and Classified Staff of North, South/West, Jacobson, and West High Schools for the 2017-2018 and 2018-2019 School Years

**13.2.2** Approve Agreement for Special Contract Services with Betsy Caporale of Augmentative Communication Solutions for Independent Educational Evaluation – AT/AAC Assessment

**13.2.3** Approve Overnight Travel for Twenty-Four West High Students and Two Advisors to participate in the California Highway Patrol’s Every 15 Minutes Program on February 15–16, 2018

**13.2.4** Approve Agreement for Special Contract Services with Houghton



Mifflin Harcourt: International Center for Leadership in Education (ICLE) to Provide Professional Development for District Administrators, Site Administrators and Teachers for the 2018-2019 School Year

- 13.2.5 Approve Agreement for Special Contract Services with Kandace Forrester for an Independent Educational Evaluation/Psycho-Educational Assessment
- 13.2.6 Approve Agreement for Special Contract Services for Knights Life Sword Fighting Academy to Provide Professional Development Training to Visual and Performing Arts Teachers at the March 2, 2018 Staff Development Buy-back Day
- 13.2.7 Approve Out of State Travel for Seven Jacobson Elementary School Teachers to Attend the Professional Learning Community (PLC) at Work Institute in Las Vegas, NV on June 6-8, 2018
- 13.2.8 Approve Out of State Travel for Two South/West Park Administrators and Six Teachers to Attend the Professional Learning Communities (PLC) at Work Institute in Las Vegas, Nevada on June 6-8, 2018
- 13.2.9 Approve Revised Title I School Plans for the Remainder of the 2017-2018 School Year (Separate Cover Item)
- 13.2.10 Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending January 15, 2018
- 13.2.11 Approve Agreement for Special Contract Services with San Joaquin Pride Center, Inc. to Provide Professional Development in Cultural Awareness & Diversity Training To Teachers, Administrators, and Classified Staff of Kimball, Tracy, and West High Schools for the 2017-2018 School Year
- 13.2.12 Approve Agreement for Special Contract Services with Wayne Stevenson for Independent Educational Evaluation/Occupational Therapy Assessment

**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  
Approve the Instructional Calendars for 2018-19, 2019-20, and 2020-21.  
Approve the Classified and Certificated Calendars listings for the 2018-19 School Year

**Action Items:**

**14.1 Administrative & Business Services:**

- 14.1.1 Acknowledge Revision to Business and Noninstructional Administrative Regulation AR 3514 Environmental Safety (First Reading) (Separate Cover Item)  
**Action:** Gouveia, Vaughn. **Vote:** Yes-7; No-0.
- 14.1.2 Accept the 2016-17 Independent Financial Audit and Performance Audit for Measure E, Measure B and Measure S General Obligation Bonds (Separate Cover Item)  
**Action:** Arriola, Guzman. **Vote:** Yes-7; No-0.
- 14.1.3 Adopt Resolution No. 17-14 In Support of Accelerating the Distribution of Proposition 51 School Facilities Funds  
**Action:** Gilbert, Guzman. **Vote:** Yes-7; No-0.

**14.1.4** Annual Meeting of Tracy Schools Facilities Financing Authority  
**7:55 p.m** Adjourn TUSD Board Meeting.

1. CALL TO ORDER
2. ROLL CALL/CONFIRMATION OF OFFICERS, Establish Quorum

<i>Name</i>	<i>TSFFA Board Position</i>
Greg Silva	Chair
Sondra Gilbert	Vice-Chair
Daniel Arriola	Secretary
Jill Costa	Member
Walter Gouveia	Member
Ted Guzman	Member
James Vaughn	Member

<i>Name</i>	<i>TSFFA Staff Position</i>
Brian Stephens	Executive Director
Casey Goodall	Treasurer and Controller

3. Comments From the Public on Items Not on the Agenda  
 (5-Minute Time Limit Per Individual)

Persons wishing to speak to items not on the agenda are asked to complete a “Request to Speak” card and present it to the Chair prior to the meeting. Subjects not on the agenda may be introduced at this time, but no action may be taken on them at this meeting. When you address the Board, please stand at the podium and state your name for the record.

No comments were made.

Comments From the Floor on Items On the Agenda  
 (5-Minute Time Limit Per Individual)

Persons wishing to speak to items on the agenda are asked to complete a “Request to Speak” card and present it to the Chair prior to the meeting. You will be given an opportunity to speak on the subject at the time the item is discussed by the Board. When you address the Board, please stand at the podium and state your name for the record.

No comments were made.

**Action:** 4. DISCUSSION/ACTION –

**4.1** Approve Meeting Minutes of February 15, 2017

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

**4.2** Accept the 2016-2017 Independent Annual Financial Report for the Tracy School Facilities Financing Authority (Separate Cover Item)

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

**7:56 pm** 5. ADJOURNMENT

**7:57 pm** Reconvene the TUSD Board Meeting

**14.2** Educational Services:

**14.2.1** Adopt Resolution No. 17-18 Establishing March 2018 as “Arts in

Education Month”

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

**14.3 Human Resources:**

**14.3.1** Approve Adjustment of Salary Placement for Long Term English Learner Counselor from LMP Range 7 to Range 11

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

**14.3.2** Approve Variable Term Waiver for David Rusch- Single Subject Physics

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

**Board Reports:**

Trustee Costa thanked the students that gave the social media presentation. The Tracy v. West game is tomorrow and all tickets are sold out. Trustee Vaughn passed. Trustee Gouveia congratulated the Acadec Team. He challenged the newspapers report on how well our graduates have done. The *Hire Me First* meeting was this morning. Several students are lined up for mock interviews. Trustee Guzman thanked all the presenters. He will be looking into all social media more. He attended the TLC meeting last night. The construction and buildings are going up and may start moving in tomorrow and slowly move in over the next month. West High has started their own program and made a presentation at the meeting. Kimball High is started to build their program as well. He congratulated the Tracy High Acadec Team, winners for the third year in a row. Students, teachers and parents have done a great job. He attended the Tracy v. St. Mary’s basketball game. It was a great game and Tracy High won. They play West tomorrow. He’s been watching the Olympics and William Tavares, a 1982 Tracy High graduate, is head coach of the bobsled team. Trustee Arriola gave kudos to Gilbert Fuentes, a Sophomore from West High, who just signed with the San Jose Earthquakes soccer team. He spoke at a parent night last week with the Human Trafficking team. These students do a great job. He also attended a safety meeting that was county wide where they identified resources and how to share those resources. He abstained on the vote for Hire Me First because he is on their board. They are doing so well other cities are starting one in their towns. Tracy is doing great things. Trustee Gilbert appreciated the presentations from Williams Middle School and the social media presentation as well. She wanted everyone to be aware that there were items on the agenda tonight for 602 funding that referenced special ed. A lot of funds are going in to funding special ed. Trustee Silva thanked all of the speakers. He has a child who is Dyslexic who is now in his 20’s. He will read AB 1369. He also congratulated Tracy and West for defeating St. Mary’s. He is a big West High fan but roots for Tracy during that game.

**Superintendent Report:**

Dr. Stephens attended the Tracy High black light rally and it was amazing. The students did a wonderful job. It was held after school and the gym was full. He had a tour of Delta College and they have some great programs for our students. He was impressed with their resources and facilities. Over the last few weeks there have been some DARE graduation ceremonies. It is a great program and has a great impact on our students.

**Adjourn:** 8:12 pm

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** February 5, 2018  
**SUBJECT:** **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District**

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

Central Elementary School:

1. Tracy Unified School District/Central Elementary School: From First Book, 570 books to be given to the students enrolled at Central School. This donation is valued at \$2,634.96.

Freiler Elementary School:

1. Tracy Unified School District/Freiler Elementary School: From Joni and Tony Matalavage, a Brother laser printer with networking and duplex printing, valued at \$399.99. This donation will benefit the staff and students of Freiler School.
2. Tracy Unified School District/Freiler Elementary School: From the Freiler Recycle Club, a water refill station with filter and refrigeration, valued at \$1,880.00. This donation will benefit the staff and students of Freiler School.
3. Tracy Unified School District/Freiler Elementary School: From the Freiler Recycle Club, two concrete recycle garbage containers for the front of the school and four heavy blue plastic recycle containers for the playground area, valued at \$3,000.00. This donation will boost the recycling efforts at Freiler School.

Kimball High School:

1. Tracy Unified School District/Kimball High School: From TSTW Primary, LLC for the amount of \$10,000.00 (ck. #1244). This donation will go towards Kimball's marquee expenses.
2. Tracy Unified School District/Kimball High School: From Baristas Coffee Shop, Inc. for the amount of \$500.00 (ck. #1289). This donation will go towards Kimball's marquee expenses.

West High School:

1. Tracy Unified School District/West High School: From Edna Riddle, a Samick upright piano, model SU 108P, valued at \$1,500.00. This donation will benefit West High Schools music program.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Tracy Future Farmers of America Foundation Inc. for the amount of \$6,825.00 (ck. #1520). This donation will pay for 21 F.F.A. students to attend the state F.F.A. conference in the Spring.

**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:** Brian R. Stephens, Superintendent  
**FROM:** C. Goodall, Associate Superintendent for Business Services  
**DATE:** February 15, 2018  
**SUBJECT:** **Approve Entertainment, 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 Entertainment, Assembly, Service, Business and Food Vendors.

**PREPARED BY:** Cindy Everhart, Facility Use Coordinator

<b>A CIVIC PERMIT SHOULD BE ENTERED FOR ALL VENDOR ACTIVITIES</b>		
<p><b>Vendors are listed by expiration and <u>insured name</u> (not the program name)</b>                  ↓ This list of Approved Vendors confirms verification of insurance coverage only! ↓  <b>Board Approval based on insurance remaining current!</b></p>		
<p><b>VENDOR'S INSURANCE REQUIRES CONTRACT PRIOR TO OCCURENCE</b>                  If vendor does not provide a contract, site must use the District's Contract Services Agreement.                  Refer to District Staff Portal e-forms Business Services section.</p>		
<p>Booster and Parent organizations are independent of both the district and the student organizations/ASB. Boosters and parent clubs must enter into their own contracts and agreements with external organizations in compliance with Parent/Booster Club bylaws and must not be appended to or be part of existing district or student organization contracts. <b>Parent/Booster Clubs are not to use the district tax identification number for any of their activities.</b></p>		
<p><b>SMOKING, TOBACCO PRODUCTS, ALCOHOL, DRUGS, FIREARMS OR EXPLOSIVES ARE PROHIBITED ON ANY SCHOOL DISTRICT PROPERTY.</b> 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>FLAMES ARE PROHIBITED INDOORS ON DISTRICT PROPERTY - SEE SPECIFICS IN FOOD VENDOR BELOW!</b></p>		
<p>Per BP 5145.14 -Taking pictures of school pupils and buildings for commercial purposes is normally prohibited. Any exception requires an application in writing and the approval of the Superintendent or Superintendent's designee. Photo booth Vendors own the pictures and can place them on their website or social media which is a violation of policy.</p>		
<b>↓ REQUESTING VENDORS FOR BOARD APPROVAL ↓:</b>		
	<p><b>Women's Center Youth &amp; Family Services</b> - Teach Parenting Classes. Isabel Rios-irios@wcyfs.org, www.womenscenteryfs.org, (209) 941-2611. <u>REQUIRES DISTRICT CONTRACT SERVICES AGREEMENT PRIOR TO OCCURRENCE FOR INSURANCE TO BE APPLICABLE.</u></p>	<b>7/1/2018</b>
<b>Board Approved</b>	<b>Vendor Name</b>	<b>Insurance Expiration</b>
2/15/17	<p><b>Theater of All Possibilities</b> - CA history assembly with student participation. Charlie Wallace - 831-429-1936, toapassemblies@gmail.com, www.toap.org</p>	<b>2/28/2018</b>
9/12/17	<p><b>Mathnasium</b> - Math tutors offering Math Night with Math games. Pratima Murarka - 650-0345 or tracy@mathnasium.com, www.mathnasium.com/tracy</p>	<b>3/13/2018</b>

Proposed Vendors Insurance List  
Entertainment, Assembly Food

Board Approved	Vendor Name	Insurance Expiration
4/11/17	<p><b>Games 2 U</b> - Hover Ball game is the only game approved for this vendor. <b>All other games must be pre-approved by District.</b> Vendor offers mobile Video Game Theaters. Video Games must be approved by Dir of Student Services- No violence, sexual content or harming animals etc. Games with solutions must have MSDS. Austin Taylor-(925)262-4222. bayareagames2u@gmail.com. www.g2u.com.</p>	3/14/2018
5/9/17	<p><b>Ultimate Game Truck</b> - Mobile Game Video Theater. Robin Alef - 925-513-2255, robinalef@me.com, www.ultimategametruck.com. Video Games must be approved by Dir of Student Services- No violence, sexual content or harming animals etc.</p>	3/14/2018
1/24/17	<p><b>Emergency Food Bank:</b> Mobile Farmer's Market. Kisha Thompson-464-7369 ext. 1007, kthompson@stocktonfoodbank.org or Pat Brown-464-7369 ext. 1008 pbrown@stocktonfoodbank.org, www.stocktonfoodbank.org</p>	3/22/2018
1/10/17	<p><b>American Lives: History Brought to Life</b> - revolutionary women history interpretations story telling program. Darci Tucker, (757) 719-0523, darci@americanlives.net</p>	3/29/18
4/12/11	<p><b>LMG Attractions-</b> DJ and Emcee, Business Audio Visual, Event Planning, Professional Sound and Audio. Dave Tillman 209-275-0226, www.lmgattractions.com No pictures of students without parental permission.</p>	4/5/2018
5/28/13	<p><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</p>	4/9/2018
2/10/15	<p><b>Musson Theatrical</b> - specializes in providing theatrical lighting, sound, scenery, and special effects. Bob Downs - 800-843-2837, bdowns@musson.com, www.musson.com</p>	5/1/2018



Proposed Vendors Insurance List  
Entertainment, Assembly Food

Board Approved	Vendor Name	Insurance Expiration
2/12/08	<b>Sparkles the Clown</b> , Terry Donaldson - 835-8383, www.sparklesdelight.com	5/2/2018
2/12/08	<b>Ravioli the Clown</b> - Denis Martinez - 835.3535, www.raviolitheclown.com	5/2/2018
2/23/10	<b>All for KIDZ, Inc.</b> Producers of <b>THE NED SHOW-character education program.</b> Customercare@allforkidz.com, www.thenedshow.com 1-877-872-9696 x101	5/4/2018
11/14/17	<b>LifeSaver CPR - CPR Services</b> , Chris Peters, (209) 665-4398, www.lifesavercpr.net, LifeSaverCPR@hotmail.com	6/1/2018
6/27/17	<b>Academy of Performing Arts</b> - Dance choreography. Contact Deborah Skinner. (209) 814-8049, apa4fun@comcast.net, www.apaoftracy.com	6/12/2018
6/13/17	<b>Touzinsky's Elite Volleyball</b> - Provides Volleyball Skills Camp. Scott Touzinsky. (562) 221-5912. scottouz@aol.com	6/28/2018
11/8/16	<b>Lifetouch National School Studios</b> - Student photos and photo booths through Lifetouch only. Corena Allen, (916) 526-0406, callen@lifetouch.com. Does not include DJ services.	6/30/2018
9/12/17	<b>Delta Blood Bank/American Red Cross</b> - Blood Drives. Kerry Morris - Office-943-3830, cell: 513-4321, kerry.morris@redcross.org. For liability purposes. Delta Blood Bank must enter Civic Permit.	7/1/2018
4/11/17	<b>Pediatric Dentistry/Orthodontics - Dr. Solomon.</b> (925)447-1377. majrod@icloud.com, Www.livermorekidsdentist.com	7/1/2018

Proposed Vendors Insurance List  
Entertainment, Assembly Food

Board Approved	Vendor Name	Insurance Expiration
4/23/13	<p><b>SJ County Child Abuse Prevention Council - "Parent Cafe"</b> - program awareness for protection and safety of our children. Contact Lindy Turner-Hardin or Angela Magee -464-4524, lturner@nochildabuse.org or amagee@nochildabuse.org. <b>"Pinwheels for Prevention"</b> - program awareness for public and computer safety. Contact Amrit Pawar - 851-3468, apawar@nochildabuse.org. Website: www.nochildabuse.org</p>	7/1/2018
3/14/17	<p><b>Dr. Paul A. Teranishi, DDS</b>, - dental health presentation for students. 835-8408. ptlmdds@yahoo.com, www.ptlmdds.com</p>	7/1/2018
3/8/11	<p><b>Dr. Andrew Trosien, DDS</b>. Oral Hygiene Instructions. Call Megan or Julie at 833-1240</p>	7/1/2018
2/14/2012	<p><b>Sound Wave Mobile DJ</b> - David Gomes-510-938-7903, info@soundwavemobiledj.com, www.soundwavemobiledj.com. No pictures of students without parental permission.</p>	7/23/2018
4/23/13	<p><b>Music Systems</b>, Disc Jockey Services, Omar Rodriguez, 640-1442, omar@music-systems.com, www.music-systems.com. No pictures of students without parental permission slip.</p>	8/18/2018
9/12/17	<p><b>DM Design Productions</b> - Photo Booths. Danielle Miranda, (209) 207-3182, dmirandadesigns@gmail.com, www.dmdesignproductions.com. Parental permission for each participating student taking photos.</p>	8/29/2018
12/12/17	<p><b>Boosterthon</b> - Fun Run Fundraising, Andrew Kowalski - (706) 224-9079, andrewk@boosterthon.com, www.boosterthon.com. STAKES IN GRASS PROHIBITED. SAND BAGS ALLOWED FOR ONE DAY ONLY.</p>	7/1/2018
12/12/17	<p><b>Jackman Enterprises- Funflicks</b> - outdoor inflatable screen for movie night. Paul Jackman-(844) 556-6843, pauljackman@funflicks.com. Wwww.funflicks.com</p>	10/13/2018

Proposed Vendors Insurance List  
Entertainment, Assembly Food

Board Approved	Vendor Name	Insurance Expiration
4/2/11	<b>Marquis Entertainment</b> , DJ, lighting, karaoke (209) 951-1982, enmar3@yahoo.com; www.marquisentdjs.com	10/20/2018
9/8/15	<b>Tracy Crime Stoppers</b> - partnership with citizens, media, and the criminal justice system, is to prevent and solve crimes within the Tracy region Marshall Rose - (209) 627-7675	11/3/2018
4/25/16	<b>Delta Sigma Theta Sorority</b> - Girls Empowerment Conference. Tanya Vaughn -(510) 909-4655, Tanya.Vaughn@pro.sccgov.org Dana Cooper - 640-9127, d_goodwill@yahoo.com, www.TracyAreaDeltas.com	12/1/2018
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. Insurance requires written contract.	12/1/2018
8/12/14	<b>Tracy Chamber of Commerce: "Hire Me First"</b> Internship Program was established to promote youth employability through increased employment opportunities, internship and job shadowing experiences for the youth in our community. Alyssa Mupo - 835-2131, hiremefirst@tracychamber.org, www.hiremefirst.org	12/29/2018
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". Insurance requires written contract.	1/1/2019
9/12/17	<b>Mobile Ed Productions</b> - Educational assemblies for No Bully Zone, Science, History, Reading/Writing, Character and Performance Arts. Contact Cindy Kouczynski-800-433-7459, cindyk@mobileedprocutions.com, www.mobileedproductions.com	1/1/2019

Proposed Vendors Insurance List  
Entertainment, Assembly Food

Board Approved	Vendor Name	Insurance Expiration
1/23/18	<b>DJ Glenn Black Jr.</b> - DJ PA System, Mixer (or DJ controller), dance floor lighting, uplighting (decor lighting), etc. Glenn Black, (209) 483-3367, glennbproductions@yahoo.com, www.djglennb.com	1/4/2019
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. Parental permission for pictures of students.	1/16/2019
10/11/11	<b>Main Street Music</b> - Ken & Diana Cefalo, kencefalo@yahoo.co, dcefalo@sbcglobal.net,	1/17/2019
9/13/11	<b>California Weekly Explorer, Inc.</b> History Programs, Barry Hovis, 714-247-2250, barycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com	2/1/2019
10/11/11	<b>Rumors Productions Company</b> - Karaoke, DJ, children parties, live sound & music, live band, line dancing lessons & game show night. Contact Jenna Teyshak or Jon Tyner - 640-8000, jenna@rpcdj.com, www.rpcdj.com. No pictures of students without parental permission.	2/2/2019
11/13/07	<b>Lonny Johnson - Ancient Artifacts</b> - John Tacha or Terry Lyman 800.255.0084, (FIRE SHOW OR WEAPONS NOT ALLOWED). bureau@assemblyline.com. www.assemblyline.com/index.html	2/5/2019
2/13/18	<b>Shoob Photography</b> - School photos, Alex Shoob, 567-0768, alex@shoobphoto.com, projects@shoobphoto.com, www.shoobphoto.com. No pictures of students without parental permission slip.	8/9/2018
10/24/17	<b>City of Stockton - SJ County Library</b> - Training Wheels program. Mobile Library on wheels for preschool students participating in story time and receive a free book. Contact Lisa Lee-lisa.lee@stockton.ca.gov or 937-8143. www.ssjcpl.org/involved/litservices/default.html	No Expiration Date

Proposed Vendors Insurance List  
Entertainment, Assembly Food

Board Approved	Vendor Name	Insurance Expiration
5/8/12	<b>Dairy Council of CA Mobile Dairy Classroom</b> , Leona Bettencourt, 916-263-3560 x413, <a href="mailto:ibettencourt@dairycouncilofca.org">ibettencourt@dairycouncilofca.org</a> . <a href="http://www.dairycouncilofca.org">www.dairycouncilofca.org</a> . <b>Must follow Animal Policy Guidelines AR 6163.1</b>	Insurance not required if supervised by certificated employee
12/10/13	<b>SJ Vector Control</b> - Aaron Devencenzi - 982-4675, <a href="mailto:adevencenzi@sjmosquito.org">adevencenzi@sjmosquito.org</a> . Field trip in your classroom. Mosquito and tick presentation.	Insurance not required if supervised by certificated employee
2/15/17	<b>Tracy Public Library</b> - Literacy Parent Education. Stella Beratlis, 937-8221, <a href="mailto:stella.beratlis@stocktonca.gov">stella.beratlis@stocktonca.gov</a>	Insurance not required if supervised by certificated employee
10/9/07	<b>Sandia Labs</b> Joel Lipkan - <a href="mailto:jlipkin@comcast.net">jlipkin@comcast.net</a>	Insurance not required if supervised by certificated employee

Proposed Vendors Insurance List  
Entertainment, Assembly Food

Board Approved	Vendor Name	Insurance Expiration
↓APPROVED FOOD VENDORS↓ SORTED BY INSURED NAME AND EXPIRATION DATE		
↓This list of Approved Food Vendors is for insurance verification only. It does not supersede the approval required for food sales through food services or replace the standard facility use process! No food sales until 30 minutes after school.		
12/11/2012	<b>Freebirds World Burrito</b> - Ethel Birrell - 835-6000 or 559-392-3251. ebirrell@freebirds.com. www.freebirds.com. TUSD contract is required for this vendor.	3/1/2018
5/9/17	<b>Black Bear Diner</b> - Catering. Tracy@blackbeardiner.com, (209) 835-5600 or (209) 814-0902.	3/19/2018
3/11/2014	<b>Taqueria La Mexicana</b> - Mobile Truck Catering for restaurant on 11th street only. Letty 610-1871, letty25045@hotmail.com	3/21/2018
11/12/12	<b>Menchie's Frozen Yogurt</b> , Adele Boch, 612-5285, adelebloch@yahoo.com, www.menchies.com	6/6/2018
8/11/2015	<b>Kona Ice of Tracy</b> - Shaved Ice drinks. Lisa Duncan, (209) 597-8760, dduncan@kona-ice.com, www.kona-ice.com	7/22/2018
9/12/2017	<b>Blue Moon Kettle Corn</b> - Kettle Corn sales. Nicole Moore - (510) 589-6166 or bluemoonkettle@gmail.com	9/6/18
10/13/15	<b>Pink Turtle Shoppe</b> - Ice Cream & Cookie restaurant. Arabella McCreary - 627-8513, pinkturtleshoppe@gmail.com, www.pinkturtleicecream.com	9/9/2018
10/25/11	<b>Mi Espiranza</b> - Restaurant Catering. Call Omar Mendoza and Candida Ramiriz at 832-3020.	10/15/2018
11/14/17	<b>Smokin Hot Meats N Treats</b> - Food truck - Doug & Rita Westby. (510) 364-5070, smokinhotmeatsntreats@gmail.com, www.smokinhotmeatsntreats.com	11/27/2018

Proposed Vendors Insurance List  
Entertainment, Assembly Food

Board Approved	Vendor Name	Insurance Expiration
12/8/09	<b>Texas Roadhouse-</b> Ed Ferro, (209) 607-5788, trh_catering@ultrasteak.com or TXRH_Cater@TexasRoadhouse.com. Restaurant direct: 830-1133	12/1/2018
<p><i>*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or I; occupancies in accordance with Appendix Chapter 1, Section 105.6.</i></p>		
<p><b>OUTDOORS BBQ RULES - 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 spill occurs, you must provide an oil absorbent and clean properly.</b></p>		
<p><b>Remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property. Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and/or District fines ranging from \$250-1,000.</b></p>		



**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** February 15, 2018  
**SUBJECT:** **Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

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

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

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



**BUSINESS SERVICES  
FACILITIES DEVELOPMENT DEPARTMENT  
FEBRUARY 27, 2018  
SUMMARY OF SERVICES**

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A. Vendor: EAB (Education Advisory Board)  
Site: Tracy Unified School District  
Item: Letter of Agreement, Three-Year Agreement (2/17/17 through 2/16/20)  
Services: Membership in the Superintendents Leadership Forum includes Education Advisory Board research, services, and materials, providing innovative solutions to strategic and management challenges.  
Cost: \$27,225.00 for year 2. Total cost increases by 5% for each membership year beyond year 1.  
Project Funding: Title 1 Fund

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B. Vendor: San Joaquin County Environmental Health Department  
Site: Tracy High School  
Item: Plan Check Fee - Ratify  
Services: Review the plans for the Tracy High School swimming pool circulation equipment renovation and replacement.  
Cost: \$456.00  
Project Funding: Deferred Maintenance/Prop. 39 Energy Fund

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C. Vendor: RA Jones Construction  
Site: Tracy High School – Pool Chemical Room  
Item: Proposal - Ratify  
Services: Contractor to replace the wood flooring, paint and add plywood to the ceiling, which was demolished during the asbestos abatement.  
Cost: \$2,850.00  
Project Funding: Deferred Maintenance

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D. Vendor: D & C Roadrunner Glass Company  
Site: DSC/IMC/ISET  
Item: Estimate - Ratify  
Services: Contractor to reset the glass windows in the IMC and ISET Buildings.  
Cost: \$1,393.00  
Project Funding: Deferred Maintenance

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E. Vendor: KYA Services, LLC  
Site: District Education Center  
Item: Proposal - Ratify  
Services: Contractor to remove and replace the carpet in the hallways around the Board Room; includes walk-off mat and rubber base.  
Cost: \$13,675.68  
Project Funding: Deferred Maintenance

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** February 14, 2018  
**SUBJECT:** **Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

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

**RECOMMENDATION:** Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda.

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

**BUSINESS SERVICES  
FACILITIES DEVELOPMENT DEPARTMENT  
MEASURE B BOND  
FEBRUARY 27, 2018  
SUMMARY OF SERVICES**

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A. Vendor: RGM & Associates  
Site: Clover School (TLC) Renovation  
Item: Proposal - Ratify  
Services: Consultant to provide monitoring services for the skilled and trained workforce compliance documents that the Lease-Leaseback Contractor is required to provide to the District. A monthly report will be provided to the District. The consultant will bill on an hourly basis with a not to exceed amount.  
Cost: \$17,895.00 – Not to Exceed  
Project Funding: Measure B Bond Fund, State School Building Fund (SSBF), Charter School Facilities Program and Prop. 39 Energy Funding

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B. Vendor: RGM & Associates  
Site: Central School Renovation  
Item: Proposal - Ratify  
Services: Consultant to provide monitoring services for the skilled and trained workforce compliance documents that the Lease-Leaseback Contractor is required to provide to the District. A monthly report will be provided to the District. The consultant will bill on an hourly basis with a not to exceed amount.  
Cost: \$29,825.00 – Not to Exceed  
Project Funding: Measure B Bond Fund, SSBF, Charter School Facilities Program and Prop. 39 Energy Funding

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** February 27, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services with Nancy Fetzer of Literacy Connections to Provide Balanced Literacy and Writing Coaching to McKinley Elementary School Teachers during the 2017-2018 School Year**

**BACKGROUND:** Through program evaluation and the results of District and State assessments, McKinley has identified the need to work on building more balanced literacy programs. Ms. Fetzter is a quality presenter that uses student language development to develop and improve the students reading and writing skills. Ms. Fetzter will model guided reading and writing lessons. Following the lesson, Ms. Fetzter will debrief with each group of teachers.

**RATIONALE:** McKinley School is a Title I school. McKinley has identified the need to develop nonlinguistic representation to promote literacy skills. Nancy Fetzter integrates listening, speaking, reading and writing in all her lessons and imbeds academic vocabulary while teaching the curriculum. Nancy Fetzter has presented at statewide conferences and is a highly respected writing coach. Nancy Fetzter will provide consulting and coaching services in reading and writing to staff. This in-service supports District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** McKinley Title I funds not to exceed \$10,000.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Nancy Fetzter of Literacy Connections to Provide Balanced Literacy and Writing Coaching to McKinley Elementary School Teachers during the 2017-2018 School Year.

**Prepared by:** Mrs. Carla Washington, Principal, McKinley Elementary School

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Nancy Fetzer Literacy Connections, Inc., 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: Providing professional development for teacher to expand their learning of the Nancy Fetzer Literacy Connections program. Training to be conducted on March 5, 6, 7, 8 & 9, 2018.

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A."] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 ( ) | | HOURS |  | DAYS, under the terms of this agreement at the following location McKirdy Elementary School.

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

- a. District shall pay \$10,000 per | | HOUR | | DAY |  | FLAT RATE, not to exceed a total of \$10,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

- b. District | | SHALL |  | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.

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

4. The terms of the agreement shall commence on March 5, 2018, and shall terminate on March 9, 2018 May 25, 2018.

5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Carla Washington, at ( ) 830-3319 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [  ] WILL [  ] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

*Nancy Fetzer Consultant*

Contractor Signature Title

Fed ID #81-1460508

IRS Identification Number

Nancy Fetzer's Literacy Connections, Inc.

Title

4805 5th Street, #202

Address

Rainbow, CA 92028

*1-6-18*

Tracy Unified School District

Date

01-3010-0-1110-1000-5800-280-3002

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** February 7, 2018  
**SUBJECT:** **Approve Out of State Travel for One Hirsch Staff Member to Attend the Professional Learning Community (PLC) at Work Institute in Las Vegas, NV on June 6-8, 2018**

**BACKGROUND:** The PLC at Work Institute, a division of Solution Tree, uses the Professional Learning Community (PLC) process to take a closer look at student progress monitoring and intervention. The PLC at Work Institute focuses on using team structures and putting the focus on learning, collaboration, and results. By implementing proven RTI strategies and processes, Jacobson can begin providing timely, targeted, systematic interventions to every student who demonstrates the need through PLC. Goals for the conference include; help teachers define essential learnings and deliver differentiated instruction, create a toolbox of effective response to intervention strategies, identify students for intervention, determine their unique needs, monitor student progress and revise interventions or extend learning based on progress.

**RATIONALE:** All teachers are participating in professional learning communities at Hirsch. It is important that the assistant principal and principal have the same thought process on how PLC's should function. In addition, for teachers to work effectively together, collaborate and analyze student work to continue to challenge, clarify and assess student progress. Teachers will build trust, share strategies and classroom experiences so that all students benefit, that the achievement gap closes through planning and rigorous lessons. The principal has already attended this conference. Having the assistant principal attend helps ensure District goals are met. This agenda item also supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** Lodging, transportation, registration, rental car, and food costs will not exceed \$2,350.00. These costs will be paid out of District Title I Carry Over Funds.

**RECOMMENDATION:** **Approve Out of State Travel for One Hirsch Staff Member to Attend the Professional Learning Community (PLC) at Work Institute in Las Vegas, NV on June 6-8, 2018**

**Prepared by:** Cindy Sasser, Principal, Wanda Hirsch Elementary School





**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** February 7, 2018  
**SUBJECT:** **Approve Out of State Travel for the Principal and Seven North School Teachers to Attend the Professional Learning Community (PLC) at Work Institute in Las Vegas, NV on June 6 – 8, 2018**

**BACKGROUND:** The Professional Learning Community (PLC) at Work Institute, a division of Solution Tree, uses the PLC process to take a closer look at student progress monitoring and intervention. The PLC at Work focuses on using team structures and putting the focus on learning, collaboration, and results. By implementing proven Response to Intervention (RTI) strategies and processes, North School can begin providing timely, targeted, systematic interventions to every student who demonstrates the need through PLC. Goals for the conference include; help teachers define different ways of learning and deliver differentiated instruction, create a toolbox of effective responses to intervention strategies, identify students for intervention, determine their unique needs, monitor student progress and revise interventions or extend learning based on progress.

**RATIONALE:** With over two thirds of students scoring below proficient on SBAC testing, it is clear that North School needs effective interventions for at risk students. Response to Intervention is a way to help students at the first sign of difficulty. RTI supports academic, behavioral and community needs through systems of data analysis, problem solving, instruction and intervention. Due to a substitute teacher shortage, teachers will be attending the conference in groups of seven on three different dates and locations. RTI supports North School's Single Plan for Student Achievement Goals, which are; Goal 1: Tier 2 Additional Support for At Risk Students Not Making Progress and Goal 1: Tier 3 Intensive Support. This agenda item also supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** Lodging, transportation, registration, rental car, and food costs will not exceed \$16,500. The cost for this training will be paid out of District Title I Carry Over Funds.

**RECOMMENDATION:** Approve Out of State Travel for the Principal and Seven North School Teachers to Attend the Professional Learning Community (PLC) at Work Institute in Las Vegas, NV on June 6 – 8, 2018

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** February 7, 2018  
**SUBJECT:** **Approve Overnight Travel for West High Black Students Union Members to Attend the Black Students of California United (BSCU) Annual Leadership Conference in San Jose, CA on March 9–11, 2018**

**BACKGROUND:** The Black Students of California United (BSCU) is a spin off from our previous host for leadership conferences. This is their second year as an organization; however, they have been working with students and BSU clubs for 20 plus years. Because of their association with the affiliate schools, the BSCU has quickly grown to 47 schools participating in their program. The stated mission of the BSCU is to “provide California’s African American youth with the tools, education and experiences to prepare them to become fully engaged participants in the state’s civic and economic life.” Please check out their website at [www.blackstudentscu.org](http://www.blackstudentscu.org) to learn more about their leadership team. The leadership conference provides workshops and distinguished lecturers to enrich the learning experience of the attendees. There will be seven students attending the conference with chaperones, Audrey Harrison and Iris Abraham. The chaperones and students will be transported by district van, driven by Ms. Harrison and they will stay at the Double Tree Hotel, 2250 Gateway Plaza, San Jose, CA. West High is on a minimum day schedule on Friday, March 9, 2018, so students will not miss any class time. The chaperones and students will leave Friday after school and return Sunday afternoon. Students will be encouraged to bring homework and will be allowed time to complete their homework during the conference.

**RATIONALE:** The Black Student Union members learn how to be strong community and campus leaders at this conference. This should be an enriching experience for West High students, exposing them to a professional environment and allowing them an opportunity to network with students from other schools throughout California. This meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The individual cost is \$165.00 per person and the total cost will not exceed \$2,500.00 for accommodations, meals and registration fees. There will be no cost to the District. The cost will be paid by dollars earned from fundraising efforts and by students participating in this event.

**RECOMMENDATION:** Approve Overnight Travel for West High Black Students Union Members to Attend the Black Students of California United (BSCU) Annual Leadership Conference in San Jose, CA on March 9–11, 2018.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** February 14, 2018  
**SUBJECT:** **Approve Overnight Travel for Kimball High School (KHS) Health Occupations Students of America (HOSA) Club Members and Advisors to Participate in the State Leadership Conference (SLC) in Anaheim, California on April 4-8, 2018**

**BACKGROUND:** The Kimball High School (KHS) Health Occupations Students of America (HOSA) club members will attend the State Leadership Conference (SLC) on April 4-8, 2018. The KHS HOSA club will attend informational workshops, compete in academic and skill oriented activities, submit members for special recognition, and become a part of the larger state HOSA team. The club will be staying at the Anaheim Hilton in Anaheim, CA. The students will be transported by airplane, District bus or a private vehicle. Forty-five students will be participating, with supervision provided by Advisor, Mr. Dean Medek, four KHS teachers/administrators and the Cal-HOSA event staff. The event will take place during spring break; therefore, academic accommodations will not be necessary.

**RATIONALE:** The KHS HOSA team has participated in activities to learn subject matter pertaining to health occupations, which includes elective courses (i.e. Medical Terminology). KHS HOSA members played an integral part in planning the Area Leadership Conference (ALC) on February 9, 2018; which is being held at the San Joaquin County Office of Education. The ALC will provide local students (Tracy, Manteca, and Stockton) with opportunities to practice for competitions and other activities at the SLC. KHS students will represent Tracy in competitions and participate in leadership activities and student government in the state organization. This agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The estimated cost per person is \$450; which includes registration and four nights' hotel accommodations. The estimated Transportation is \$5,000. The cost of the event will be funded by the Perkins CTE grant, fundraised dollars, site funds and personal funding for the participants electing to participate in this competition. The total cost will not exceed \$15,000.

**RECOMMENDATION:** Approve Overnight Travel for Kimball High School (KHS) Health Occupations Students of America (HOSA) Club Members and Advisors to Participate in the State Leadership Conference (SLC) in Anaheim, California on April 4-8, 2018

**Prepared by:** Robert Pecot, Principal, Kimball High School



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
January 26, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services with Dona Kim Watson-Setliff, CCC-SLP to Provide an Independent Educational Evaluation/Speech and Language Assessment**

**BACKGROUND:** Board approval is requested to contract for an Individual Educational Evaluation/Speech and Language Assessment for a Special Education student. The District's Special Education administration would like to contract with Dona Kim Watson-Setliff, CCC-SLP from Modesto, for the needed evaluation. Approval is necessary at this time to remain compliant with services on IEP's and the parent's right to choose assessor of their choice for Independent Educational Evaluations.

**RATIONALE:** Districts must offer a continuum of services including, when necessary, Independent Educational Evaluations to students with exceptional needs. This Agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for this contract include assessments, report writing and IEP attendance. The total contracted expense will not exceed \$1,750.00. Special Education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Dona Kim Watson-Setliff, CCC-SLP to Provide an Independent Educational Evaluation/Speech and Language Assessment.

**Prepared by:** Katharine R. Alaniz, Director of Special Education

TRACY UNIFIED SCHOOL DISTRICT  
1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Independent Educational Evaluation of TUSD Student. Assessment will include speech and language. Fee includes report and attendance at an IEP meeting. Provider must also provide district with copies of all protocols.

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of N/A, [ ] HOURS [ ] DAYS, under the terms of this agreement at the following location Service Provider Location - 520 East Roseburg Avenue, Modesto, CA 95350

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

- a. District shall pay \$ 1750.00 per [ ] HOUR [ ] DAY [✓] FLAT RATE, not to exceed a total of \$ 1750.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [✓] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
- c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [✓] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 02/28/2018, and shall terminate on 06/30/2018.

5. This agreement may be terminated at any time during the term by either party upon Ten (10) days' written notice of termination delivered by certified mail, return receipt requested.

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


Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

~~AGREEMENT~~  
  
Contractor Signature \_\_\_\_\_ Title \_\_\_\_\_  
CC-SLP  
IBS Identification Number \_\_\_\_\_  
CA Speech Pathologist #19841  
Title \_\_\_\_\_  
520 E Roseburg Ave.  
Address \_\_\_\_\_  
Modesto, CA 95350

Tracy Unified School District  
\_\_\_\_\_  
Date \_\_\_\_\_  
Account Number to be Charged \_\_\_\_\_  
Department/Site Approval \_\_\_\_\_  
Budget Approval \_\_\_\_\_

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



**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
January 23, 2018  
**SUBJECT:** **Ratify Agreement for Special Contract Services with James Bylund to Provide an Independent Educational Evaluation/Psycho- Educational Assessment**

**BACKGROUND:** Board approval is requested to contract for an Individual Educational Evaluation/Psycho-educational Assessment for a Special Education student. The District's Special Education administration would like to contract with James Bylund, a Licensed Educational Psychologist, School Psychologist and Independent Contractor from Brentwood, for the needed evaluation. Ratification is necessary at this time to remain compliant with services on IEP's and the parent's right to choose assessor of their choice for Independent Educational Evaluations.

**RATIONALE:** Districts must offer a continuum of services including, when necessary, Independent Educational Evaluations to students with exceptional needs. This Agenda request supports District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for this contract include assessments, report writing and IEP attendance. The total contract expenses will not exceed \$4,000.00. Special Education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Agreement for Special Contract Services with James Bylund to Provide an Independent Educational Evaluation/Psycho- Educational Assessment.

**Prepared by:** Katharine R. Alaniz, Director of Special Education



# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: independent Educational Evaluation of TUSD Student. Assessment will include cognitive testing, academic testing, social/emotional/adpative behavior, and specific assessment of Dyslexia. Fee includes report, and attendance at an IEP meeting.  
Provider must also provide district with copies of all protocols.

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of N/A, [ ] HOURS [ ] DAYS, under the terms of this agreement at the following location Service Provider Location - 1181 Central Blvd, Suite D Brentwood, CA 94513

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

- a. District shall pay \$ 4000.00 per [ ] HOUR [ ] DAY [  ] FLAT RATE, not to exceed a total of \$ 4000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

- b. District [ ] SHALL [  ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.

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

4. The terms of the agreement shall commence on 02/14/2018, and shall terminate on 06/30/2018.

5. This agreement may be terminated at any time during the term by either party upon Ten (10) days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

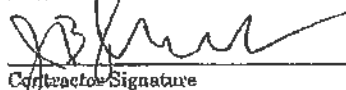
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:

 11/30/18  
Contractor Signature Title

Tracy Unified School District

IRS Identification Number

Date

OWNER - BYLUND NEURO-ED SERV.  
Title

Account Number to be Charged

756 MARTIN DR  
Address

Department/Site Approval

BRENTWOOD CA 94513

Budget Approval

Date Approved by the Board



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** February 16, 2018  
**SUBJECT:** **Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment**

**BACKGROUND:**

**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Austin, Rebekka Music	GKES	05/25/18	Personal
Barcy, Natalia English	THS	06/30/18	Personal
Hernandez, Joseph 3 <sup>rd</sup> Grade	GKES	06/30/18	Personal
Hixon, Rebecca 4 <sup>th</sup> Grade	S/WP	06/01/18	Personal
Hoffert, Zachary SDC	WHS	05/25/18	Personal
Thomas, Randall 5 <sup>th</sup> Grade	Central	06/30/18	Personal
Wilson, Matthew JROTC	WHS	05/30/18	Personal

**BACKGROUND:**

**CERTIFICATED RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Coulson, Robert Social Science/Science/ Physical Education	WCDS	05/25/18

**BACKGROUND:**

**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Bosch, Amanda Special Ed Para Educator	District Wide	2/28/18	Personal
Brown, Debbie Account Clerk	Food Services	2/19/18	Accepted Food Service Technician Position
Krebbs, Patrick Utility Person II	MOT	2/28/18	Personal
Randall, Colton High School Library Technician	THS/ WHS	2/16/18	Personal

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** February 16, 2018  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

**BACKGROUND:**

Seganti, Craig

**CERTIFICATED**

English (Temporary)  
Stein High School  
Class I, Step 1, "A" \$17,173.20  
Funding: General Fund

**BACKGROUND:**

Brown, Debbie

**CLASSIFIED**

Food Service Technician (Replacement)  
Food Services  
Range 36, Step D - \$21.82 per hour  
8 hours per day  
Funding: Child Nutrition – School Program

Garcia, Gina

Special Ed Para Educator I (Replacement)  
Williams  
Range 24, Step C - \$15.73 per hour  
6 hours per day  
Funding: Special Ed

**BACKGROUND:**

Doran, Rebekah

**COACHES**

Assist. Swim  
Tracy High  
Stipend: \$3,719.15

Way, Shannon

Sophomore Volleyball  
West High  
Stipend: \$4,465.00

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

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** February 16, 2018  
**SUBJECT:** **Approve the Terms of the Purchase and Sale Agreement and Joint Escrow Instructions for 455 East Eleventh Street, Tracy, CA; and, Authorize District Staff to Execute the Agreement and to Carry Out the Obligations Under the Agreement**

**BACKGROUND:** Tracy Unified School District (“District”) has been seeking to acquire property to expand its campus at Tracy High School. San Joaquin Lumber Company (“Seller”) owns the approximate 0.57 acre parcel of real property located directly adjacent and east to Tracy High School’s front parking lots, with the address 455 East Eleventh Street, in the City of Tracy, with Assessor’s Parcel Number 233-370-07 (“Site”). The District approached the Seller in 2017, informing the Seller of the District’s interest in acquiring the Site. Since that time, the parties have been negotiating the terms of the purchase and sale of the Site, including, timing, funding, and other key aspects of the transaction.

**RATIONALE:** The District and Seller have come to an agreement on the key terms for the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions of Buyer and Seller (“Agreement”). The Agreement, in its substantially final form, is included with this agenda item. Due to the complexity of dealing with a long-term easement along the boundary of the Site, an existing on-Site tenant, timing for DTSC and CDE approvals, and other issues, if any, that may arise; the Agreement may require further minor, non-substantive modifications. The substantive terms of the Agreement, which will not be modified, include:

- Purchase Price of \$800,000.
- Close of Escrow to occur within 45 days after Board approval of the Agreement, with District’s right to extend for up to two additional 45-day periods, or by mutual consent of the parties.
- 45-day due diligence/contingency period (subject to the extension periods described above) for District to conduct its evaluation of the Site.
  - Seller permitted District to have access to the Site per agreement in September, allowing for the advance commencement of environmental assessment and related due diligence activities on the Site. Once complete, District staff will come back to the Board with its full report on the assessment of the Site, in anticipation of the public hearing on the Board’s evaluation of the Site using CDE’s site selection standards in accordance with Education Code section 17211.
- Conditions to close escrow on the acquisition of the Site include:
  - Board’s satisfaction with and acceptance of the terms of the Agreement;

- Environmental compliance of the Site with local, state and federal environmental codes, laws, and other requirements, including, CEQA.
- Approval of the Site for school purposes by the applicable agencies, including DTSC and CDE.
- Board approval of the physical and economic condition of the Site.
- Seller's termination of existing rental agreements on the Site.
- Conveyance of title free and clear of any and all liens, encumbrances or other items affecting title other than permitted exceptions.

District staff will come back to the Board after all the conditions to close have been met, and, at that time, will seek authorization to proceed with the acquisition and to close escrow, including authorization to execute the Certificate of Acceptance.

In order to effectuate the Agreement and to proceed with consummating the transaction, District staff recommend the Board approve the Agreement, in substantially similar form, for acquisition of the Site from the Seller for the District's proposed future use of the Site for school purposes, and to authorize District staff to execute the Agreement, make minor, non-substantive modifications to the Agreement (if needed), and perform all other acts necessary to carry out the terms of the Agreement and related due diligence requirements.

**FUNDING:** State School Facilities Funds, Project Savings from various projects.

**RECOMMENDATION:** Approve the Terms of the Purchase and Sale Agreement and Joint Escrow Instructions for 455 East Eleventh Street, Tracy, CA Site; and, Authorize District Staff to Execute the Agreement and to Carry Out the Obligations Under the Agreement.

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





# BUSINESS SERVICES MEMORANDUM

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**TO:** Board of Education  
**FROM:** Brian Stephens, Superintendent  
**DATE:** February 1, 2018  
**SUBJECT:** **Acknowledge Revision to Business and Noninstructional Administrative Regulation AR 3514 Environmental Safety (Second Reading, Intent to Adopt)**

**BACKGROUND:** On June 8, 2004, the School Board acknowledged Administrative Regulation 3514.1 Hazardous Substances. However, a recent review of the like-numbered Administrative Regulation now recommended by the California School Boards Association (CSBA) is now different in significant ways, including that the title refers more generally to Environmental Safety.

**RATIONALE:** The language fails to address the issue of Hazard Communication, which is the primary focus of our current language, but addresses many environmental issues the current language fails to address. Therefore, the proposed language retains all of the current language concerning Hazard Communication, but adds all of the language proposed by CSBA.

**FUNDING:** Not Applicable.

**RECOMMENDATION:** Acknowledge Revision to Business and Noninstructional Administrative Regulation AR 3514 Environmental Safety (Second Reading, Intent to Adopt)

**Prepared by:** Casey Goodall, Ed.D., Associated Superintendent for Business Services.

### Environmental Safety

The Superintendent may designate and train one or more employees to oversee and coordinate the district's environmental safety program(s). The responsibilities of the coordinator(s) shall include, but are not limited to, overseeing assessments of district facilities, recommending strategies for the prevention and mitigation of environmental health risks, ensuring effective implementation of environmental safety strategies, and reporting to the Superintendent regarding the district's progress in addressing environmental safety concerns.

- (cf. 3510 - Green School Operations)
- (cf. 3511 - Energy and Water Management)
- (cf. 3517 - Facilities Inspection)
- (cf. 4157/4257/4357 - Employee Safety)
- (cf. 5030 - Student Wellness)
- (cf. 5142 - Safety)
- (cf. 7111 - Evaluating Existing Buildings)
- (cf. 7150 - Site Selection and Development)

### Hazard Communication Program

One purpose of this administrative regulation is to provide guidance to control the types and quantities of hazardous substances purchased, stored, handled, or removed from work areas in Tracy Unified School District work areas including chemicals purchased for use in science classrooms throughout the District. This policy establishes guidelines for these types of uses and includes a description of the District Hazard Communication Program. This guidance governs all requests for chemical purchases for science-related curriculum in the Tracy USD.

B. General Hazard Communication Program School districts are required to have a written hazard communication program. This administrative regulation details the requirements of maintaining compliance with local, state, and federal laws and guidelines related to the purchase, handling, and disposal of hazardous substances. The written hazard communication program shall be maintained in the office of each school site and in the central district office. The following materials are exempted from the hazard communication program and this district regulation: hazardous wastes; tobacco products; wood and wood products; manufactured articles; food, drugs and cosmetics intended for personal consumption by employees while in the workplace; and substances used in compliance with regulations issued by the Department of Pesticide Regulation pursuant to Food and Agriculture Code 12981.

#### 1. Container Labeling

Except for consumer products, pesticides, alcoholic beverages, and food, drug and additive products which are already labeled in compliance with federal law, no container of hazardous substance shall be accepted by schools or the district unless labeled by the supplier with the following information: a. Identity of the hazardous substance(s) b. Hazard warning statements c. Name and address of the chemical manufacturer or importer Whenever hazardous substances are transferred from their original containers to other containers, the secondary containers shall likewise be labeled with the identity and hazard warning statement.

#### 2. Material Safety Data Sheets

Upon receiving a hazardous substance or mixture, the Superintendent or designee shall ensure that the manufacturer has also furnished a Material Safety Data Sheet (MSDS) as required by law. If the MSDS is missing or obviously incomplete, the Superintendent or designee shall request a new MSDS from the manufacturer and shall notify the California Occupational Safety and Health Division (Cal/OSHA) if a complete MSDS is not received.

- a. The Superintendent or designee shall maintain copies of the MSDS for all hazardous substances and ensure that they are kept up to date and available to all affected employees during working hours. He/she shall review each incoming MSDS for new and significant health or safety information and shall disseminate this information to affected employees.

3. Employee In-Service Training

Employees shall receive in-service training on hazardous substances in their work area at the time of their initial assignment and whenever a new hazard is introduced into their work area. This training shall include but is not limited to:

- a. An overview of the requirements of California's Hazard Communication Regulation (8 CCR 5194), including employee rights described therein
- b. The location, availability and content of the district's written hazard communication program
- c. Information as to any operations in the employees' work area where hazardous substances are present
- d. The physical and health effects of the hazardous substances in the work area
- e. Techniques and methods of observation that may determine the presence or release of hazardous substances in the work area
- f. Methods by which employees can lessen or prevent exposure to these hazardous substances, such as appropriate work practices, use of personal protective equipment and engineering controls
- g. Steps the district has taken to lessen or prevent exposure to these substances
- h. Instruction on how to read labels and review the MSDS for appropriate information
- i. Emergency and first aid procedures to follow if exposed to the hazardous substance(s)

4. List of Hazardous Substances

For specific information about the hazardous substances known to be present in the district and schools, employees may consult the MSDS. a. A complete list of hazardous substances shall be provided within the written hazard communication program, with a general indication of the work area(s) where the substances are found.

5. Hazardous Non-routine Tasks

When employees are required to perform hazardous non-routine tasks, they shall first receive information about the specific hazards to which they may be exposed during this activity and the protective/safety measures which must be used. They shall also receive information about emergency procedures and the measures the district has taken to lessen the hazards, including ventilation, respirators, and the presence of

another employee.

6. Hazardous Substances in Unlabeled Pipes

Before starting to work on unlabeled pipes, employees shall contact their supervisors for information as to the hazardous substance(s) contained in the pipes, the potential hazards, and safety precautions which must be taken.

7. Informing Contractors

To ensure that outside contractors and their employees work safely in district buildings and schools, the Superintendent or designee shall inform these contractors of hazardous substances which are present on the site and precautions that employees may take to lessen the possibility of exposure. It shall be the contractor's responsibility to disseminate this information to his/her employees and subcontractors.

8. Materials for Science Curriculum

The potential hazards, special storage methods, and high disposal costs associated with some chemical products outweighs the educational value of the material. Therefore:

- a. All employees involved in the purchase of chemicals for science-related curriculum in the District will be trained as to the content of this policy.
- b. Process: Before a request for a chemical purchase is made, the requesting employee must check the chemical for inclusion on the Prohibited Chemicals Lists (see below). The list follows the guidelines of the most current Science Safety Handbook for California Schools. If the chemical is listed as prohibited, the employee must seek an alternative or substitute chemical not on the Prohibited Chemicals Lists. A requesting employee may appeal to the District Safety Committee if they feel there is no alternative and the educational value of the purchase outweighs the hazards associated with it (see below).
- c. All requests for District purchases of chemicals for science classrooms will follow the standard District purchasing process that includes Department Head, Principal, and District Purchasing Office review.
- d. Prohibited Chemicals Lists: The criteria for determining the acceptance of a chemical purchase will be based on the most current Science Safety Handbook for California Public Schools ([www.cde.ca.gov/ci/SciSafety.pdf](http://www.cde.ca.gov/ci/SciSafety.pdf)). The handbook contains three tables: Table 1 – Explosives, Table 2 – Extremely Hazardous Chemicals, and Table 3 – Hazardous Chemicals Reference Table. Chemicals included in Tables 1 and 2 are strictly prohibited from purchase. Table 3 of the Science Safety Handbook lists chemicals by varying degree of hazard including those where “the hazard risk outweighs the educational value” and those that are listed by the State as “chemicals known to the State to cause cancer or reproductive toxicity”. **Purchase requests for chemicals that are listed as “hazard risk outweighs educational value” and “those known to the State to cause cancer or reproductive toxicity” in Table 3 will be prohibited.**
- e. Appeal Process: A requestor who has had a chemical purchase request denied due to the product's inclusion on the Prohibited Chemicals List, may appeal the denial to the District Safety Committee or appropriate Science Safety Sub

Committee as prescribed by the Assistant Superintendent of Business Services and the Science Department Chairs of the Science Departments of each comprehensive High School. The instructor will be required to appear before the Safety Committee to state their case for the purchase. Information as to why the need for the purchase may outweigh the intent of this policy must be presented. Issues to consider should include educational value versus the potential hazards of the material, the use/handling/storage of the material, and costs associated with purchase and disposal. If an appeal is brought forward, the Safety Committees' decision on the appeal will be considered final.

9. Hazardous Material Disposal

The removal and disposal of chemicals shall be accomplished through the district Maintenance Department to ensure compliance with local, state, and federal safety laws and guidelines.

10. Notifications

The district maintenance department shall annually notify parents and staff of certain hazardous materials information. Two specific letters will be distributed each year: a. School Asbestos Inspections and Management Plans annual notifications to Parents and Staff b. Healthy Schools Act 200 annual notification to parents.

11. Hazard Communication Reports Required

Reports required for hazardous substances are governed by the following agencies.

<u>Agency</u>	<u>Reports</u>
San Joaquin County Office of Emergency Services	Emergency Response Hazmat Inventory Reporting Site Evaluations Insecticide Spraying
San Joaquin Public Health Blood	Borne Pathogens
San Joaquin County Air Resource Board	Air Quality Asbestos Small Quantities of Hazardous Materials Fuel Permitting
California Air Resources Board	Same as county
San Joaquin County Environmental Health Dept. Inspections	Swimming Pool and Site
Department of Health (agency of Environmental Health Department)	Swimming Pools, Kitchens
Department of Toxic Substances Control	Receipt and Removal of

Hazardous Waste Generator Computer	Hazardous Waste	Materials,
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State Board of Equalization	Business Licenses Taxes Fuel taxes
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California Dept of Industrial Relations (Division of OSHA)	Safety Data Sheets
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California Environmental Protection Agency  
Department of Toxic Substances Control

Poison Control Center

California Department of Education

Department of Weights and Measures

Tracy Fire Marshall	Evacuation Plans Site Inspections Fire Regulations Fire Alarms Sprinklers Electrical Layouts Fire Extinguishers
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State Water Resource Control Board Storm Water Discharge/Drainage

**Indoor Air Quality**

In order to provide proper ventilation, humidity, and temperature in school facilities and to reduce indoor air contaminants, the Superintendent or designee shall ensure that the following strategies are implemented:

1. Mechanically driven heating, ventilation, and air conditioning systems shall be operated continuously during working hours except under the circumstances specified in 8 CCR 5142. The systems shall be inspected at least annually and problems corrected within a reasonable time. Where the air supply is filtered, the filters shall be replaced or cleaned regularly to prevent significant reductions in airflow. Documentation of inspections, tests of ventilation rates, and maintenance shall be retained for at least five years. (8 CCR 5142-5143)

(cf. 3580 - District Records)

Staff shall ensure that airflow is not obstructed by the blocking of ventilators with posters, furniture, books, or other obstacles.

2. School facilities shall be regularly inspected for water damage, spills, leaks in plumbing and roofs, poor drainage, and improper ventilation so as to preclude the buildup of mold and mildew. Wet building materials and furnishings shall be dried within 48 hours if possible to prevent mold growth. When evidence of mold or mildew is found, maintenance staff shall locate and repair the source of water intrusion and remove or clean moldy materials.
3. Exterior wall and foundation cracks and openings shall be sealed as soon as possible to minimize seepage of radon into buildings from surrounding soils.
4. Least toxic pest management practices shall be used to control and manage pests at school sites.  
(cf. 3514.2 - Integrated Pest Management)
5. In any new school construction after January 1, 2017, the Superintendent or designee shall install a carbon monoxide detector in each school building that contains a fossil fuel burning furnace. The device shall be placed in close proximity to the furnace in order to accurately detect any leakage of carbon monoxide.
6. Schedules and practices for routine housekeeping and maintenance shall be designed to effectively reduce levels of dust, dirt, and debris. Plain water, soap and water, or low-emission cleaning products shall be used whenever possible. Aerosols, including air fresheners and other products containing ozone, shall be avoided to the extent possible.  
(cf. 5141.23 - Asthma Management)
7. Painting of school facilities and maintenance or repair duties that require the use of potentially harmful substances shall be limited to those times when school is not in session. Following any such activity, the facility shall be properly ventilated with adequate time allowed prior to reopening for use by any person.
8. Paints, adhesives, and solvents shall be used and stored in well-ventilated areas. These items shall be purchased in small quantities to avoid storage exposure.  
(cf. 3514.1 - Hazardous Substances)  
(cf. 6161.3 - Toxic Art Supplies)
9. To the extent possible, printing and duplicating equipment that may generate indoor air pollutants, such as methyl alcohol or ammonia, shall be placed in locations that are well ventilated and not frequented by students and staff.
10. The district's tobacco-free schools policy shall be consistently enforced in order to reduce the health risks caused by second-hand smoke.  
(cf. 3513.3 - Tobacco-Free Schools)
11. Staff and students shall be asked to refrain from bringing common irritants such as

furred or feathered animals, stuffed toys that may collect dust mites, scented candles, **essential oils, aromatherapy**, incense, or air fresheners and from using perfume or cologne, scented lotion or hair spray, nail polish or nail polish remover, or other personal care products that are not fragrance-free in classrooms or other enclosed areas or buildings.

(cf. 6163.2 - Animals at School)

### **Outdoor Air Quality**

The Superintendent or designee may monitor local health advisories and outdoor air quality alerts, including forecasts of ozone levels, particle pollution, and/or ultraviolet radiation levels.

Whenever these measures indicate a significant health risk, the Superintendent or designee shall communicate with each principal so that outdoor activities, especially those requiring prolonged or heavy exertion, may be avoided, limited in duration, or modified as necessary for all persons or for persons who may be particularly susceptible to the health risk involved.

(cf. 5141.7 - Sun Safety)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

### **Vehicle Emissions**

In order to reduce public exposure to toxic air contaminants, school bus drivers and other drivers of commercial motor vehicles shall limit unnecessary idling of vehicles at or near schools in accordance with 13 CCR 2480.

(cf. 3540 - Transportation)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 3542 - School Bus Drivers)

Any diesel-fueled school bus with a gross vehicle weight rating over 14,000 pounds manufactured on or after April 1, 1977 shall be equipped with a particulate filter designed to reduce particulate matter emissions, oxides of nitrogen emissions, and other pollutants. (13 CCR 2025)

### **Drinking Water**

The quality and safety of the district's drinking water sources shall be regularly assessed.

Whenever testing of drinking water finds concentrations of lead that exceed federal and state standards in 40 CFR 141.80 and 22 CCR 64678, water outlets shall be flushed thoroughly each day before use or made inoperable until a plan for remediation can be implemented.

Whenever levels of arsenic, bacteria, or other contaminants in the drinking water are determined to be a concern, the Superintendent or designee may recommend basic filtration or pipe flushing when feasible.



Until drinking water is assured to be safe, the Superintendent or designee may explore alternatives, such as bottled water, to ensure that students have access to fresh drinking water at mealtimes and at other times throughout the day. As needed, he/she also may encourage appropriate governmental agencies to conduct regular testing of the water quality in district schools and to implement strategies to improve water quality in the community.

(cf. 3550 - Food Service/Child Nutrition Program)

Drinking fountains in district schools shall be regularly cleaned and maintained to avoid the presence of dirt, mold, or other impurities or health concerns.

**Lead Exposure**

In addition to keeping school facilities as dust-free and clean as possible, the following steps shall be taken to minimize potential exposure to lead in school facilities:

1. Lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall not be used in the construction of any new school facility or the modernization or renovation of any existing school facility. (Education Code 32244)
2. Lead exposure hazards shall be evaluated before any renovation or remodeling is begun, and children shall not be allowed in or near buildings in which these activities may create lead dust. Contractors and workers shall comply with state and federal standards related to the handling and disposal of lead debris and the clean-up and containment of dust within the construction area.
3. Lead-based painted surfaces that are in good condition shall be kept intact. If lead-based paint is peeling, flaking, or chalking, contractors or workers shall follow state and federal standards for safe work practices to minimize contamination when removing the paint.
4. Soil with high lead content may be covered with grass, other plantings, concrete, or asphalt.
5. Drinking water shall be regularly tested for lead and remediated as provided in the section "Drinking Water" above.
12. Any action to abate existing lead hazards, excluding containment or cleaning, shall be taken only by contractors, inspectors, and workers certified by the California Department of Public Health in accordance with 17 CCR 35001-35099. (Education Code 32243)

**Mercury Exposure**

The Superintendent or designee shall identify any products containing mercury that are present in district facilities and, to the extent possible, shall replace them with mercury-free alternatives.

Staff shall receive information about proper procedures to follow in the event of a mercury

spill. Clean-up instructions, a clearly labeled kit with necessary clean-up supplies, and a list of local resources shall be readily accessible.

In the event of a spill, staff shall evacuate all students from the immediate area of the spill, ensure that any clothing or other items with mercury on them remain in the room, open windows to the outside, and close doors to other parts of the school. Staff who are trained in proper clean-up procedures may carefully clean a small spill. As needed for larger or difficult-to-clean spills, the Superintendent or designee shall use an experienced professional referred by the local health department or environmental agency.

Any products containing mercury shall be properly disposed at an appropriate hazardous waste collection facility.

**Asbestos Management**

The Superintendent shall designate an employee who shall ensure that the district's responsibilities related to asbestos inspection and abatement are implemented in accordance with federal and state regulations. This employee shall receive adequate training to perform these duties, including, as necessary, training on the health effects of asbestos; detection, identification, and assessment of asbestos-containing materials; options for controlling asbestos-containing building materials; and relevant federal and state regulations. (40 CFR 763.84)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The designated employee shall ensure that the district complies with the following requirements:

School facilities shall be inspected for asbestos-containing materials as necessary in accordance with the following:

1. Any school building that is leased or acquired by the district shall be inspected for asbestos-containing materials prior to its use as a school building, unless exempted by federal regulations. (40 CFR 763.85, 763.99)
  - a. At least once every six months, the district shall conduct a periodic surveillance consisting of a visual inspection of each school building that contains or is assumed to contain asbestos-containing building materials. (40 CFR 763.92)
  - b. At least once every three years, the district shall conduct a re-inspection of all known or assumed asbestos-containing building materials in each school building. (40 CFR 763.85)
  
2. Based on the results of the inspection, an appropriate response which is sufficient to protect human health and the environment shall be determined from among the options specified in 40 CFR 763.90. The district may select the least burdensome response, taking into consideration local circumstances, including occupancy and use patterns within the school building and economic concerns such as short-term and long-term costs. (40 CFR 763.90)

3. An asbestos management plan for each school site shall be maintained and regularly updated to keep it current with ongoing operations and maintenance, periodic surveillance, inspection, re-inspection, and response action activities. (15 USC 2643; 40 CFR 763.93)

The asbestos management plan shall be available for inspection in district and school offices during normal business hours. Parent/guardian, teacher, and employee organizations shall be annually informed of the availability of these plans. (40 CFR 763.84)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

4. Staff, students, and parents/guardians shall be informed at least once each school year about any inspections, response actions, and post-response actions, including periodic re-inspection and surveillance activities, that are planned or in progress. (40 CFR 763.84)
5. Inspections, re-inspections, periodic surveillance, and response actions, including operations and maintenance, shall be conducted in compliance with state and federal regulations for the protection and safety of workers and all other individuals. (Education Code 49410.5; 40 CFR 763.84)

Asbestos inspection and abatement work and any maintenance activities that may disturb asbestos-containing building materials, except for emergency repairs or small-scale, short-duration maintenance activities, shall be completed by state-certified asbestos inspectors or contractors. (15 USC 2646; 40 CFR 763.84, 763.85, 763.91)

6. All custodial and maintenance employees shall be properly trained in accordance with applicable federal and/or state regulations. (40 CFR 763.84)

All district maintenance and custodial staff who may work in a building that contains asbestos-containing materials, regardless of whether they are required to work with such materials, shall receive at least two hours of related asbestos awareness training. New maintenance and custodial staff shall receive such training within 60 days after beginning employment. Any maintenance or custodial staff who conduct activities that will disturb asbestos-containing materials shall receive 14 hours of additional training. The trainings shall address the topics specified in 40 CFR 763.92. (15 USC 2655; 40 CFR 763.84, 763.92)

7. Short-term workers, such as telephone repair workers, utility workers, or exterminators, who may come in contact with asbestos in a school shall be provided information regarding the locations of known or suspected asbestos-containing building materials. (40 CFR 763.84)
8. Warning labels shall be posted immediately adjacent to any known or suspected

asbestos-containing building material located in routine maintenance areas in accordance with 40 CFR 763.95. (40 CFR 763.84)

The district shall maintain, in both the district and school offices and for a period of three years, records pertaining to each preventive measure and response action taken; staff training; periodic surveillances conducted; cleaning, operations, and maintenance activities; and any fiber release episode. (40 CFR 763.94)

TUSD Acknowledged: 6/8/04



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. Brian Stephens, Superintendent  
**DATE:** February 5, 2018  
**SUBJECT:** Cast Ballot for CSBA 2018 Delegate Assembly Election

**BACKGROUND:** There are three 3 vacancies to be filled in Subregion 8-A.

**RATIONALE:** The official ballot for Subregion 8-A has been received for the CSBA Delegate Assembly election. Each member board submits one ballot. Each Board may vote for up to three candidates. A biographical sketch for each candidate is enclosed. The ballot for subregion 8-A also allows spaces for write-in candidates. The positions will be filled by the candidates receiving the highest number of votes. The candidates are:

- \_\_\_ Kathy M. Howe (Manteca USD)\*
- \_\_\_ Stephen J. Schluer (Manteca USD)
- \_\_\_ Jenny Van De Pol (Lincoln USD)\*

\*incumbent

**FUNDING:** N/A

**RECOMMENDATION:** Cast Ballot for CSBA 2018 Delegate Assembly Election.

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

**REQUIRES BOARD ACTION**

This completed **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the U.S. post office no later than **THURSDAY, MARCH 15, 2018**. Only **ONE** Ballot per Board. Be sure to mark your vote "X" in the box.

*A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2018 DELEGATE ASSEMBLY BALLOT  
SUBREGION 8-A  
(San Joaquin County)

Number of vacancies: 3 (Vote for no more than 3 candidates)

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*Delegates will serve two-year terms beginning April 1, 2018 – March 31, 2020*

*\*denotes incumbent*

Kathy M. Howe (Manteca USD)\*

Stephen J. Schluer (Manteca USD)

Jenny Van De Pol (Lincoln USD)\*

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*Provision for Write-in Candidate Name*

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*School District*

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*Signature of Superintendent or Board Clerk*

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*Title*

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*School District*

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*Date of Board Action*

*See reverse side for a current list of all Delegates in your Region.*



## 2018 Delegate Assembly Candidate Biographical Sketch Form

**DUE: Sunday, January 7, 2018**

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: [nominations@csba.org](mailto:nominations@csba.org)

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Kathy M. Howe Date: 12/14/17

Name: <u>Kathy M. Howe</u>	CSBA Region-subregion #: <u>8</u>
District or COE: <u>Manteca Unified School District</u>	Years on board: <u>2</u>
Profession: <u>Retired Educator</u>	Contact Number: (please v <input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>209-825-4738</u>
*Primary E-mail: <u>khowe@musd.net</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>2 years</u>	

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

As someone who has served two years as a delegate, I would like to continue my involvement in CSBA. I'm excited about the Grassroots Advocacy Mobilization that is currently being developed throughout the state. These efforts will give local board members increased opportunities to advocate for important issues in public education. I would like to be a part of this program which is posed to make a positive difference for the children of California.

I've spent my life dedicated to the education of children. I was an elementary teacher for more than 30 years. I'm entering my third year as a board member for the district where I grew up, worked as a teacher, and raised my children. I'm passionate about doing everything I can to see that students receive the education they deserve.

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

I am an active school board member. I am involved in the issues facing our schools. I reach out to communicate with school employees, administrators, business leaders, students, and the public. I visit the schools on a regular basis and am aware of the successes our schools are achieving as well as concerns for improvement.

I am a member of a local Rotary Club and also a community service organization called Women of Woodbridge. I serve on a 2X2 Committee comprised of school district personnel and city officials. We meet regularly to discuss the joint concerns of the city and the schools. These activities allow me to interact positively with the community and to advocate for the needs of students at the same time.

Since becoming a board member and a delegate to CSBA, I have attended all of the delegate meetings and regional meetings. I've supported CSBA's Golden Bell Awards by volunteering to validate nominees in my region. This has been such a learning experience for me to witness and learn about innovative programs in nearby school districts. I hope to become more involved in CSBA in the future.

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**

The biggest challenge facing school boards in California is funding. Our schools need a dependable source of income. Funding needs to be increased so that we are not lagging behind the national average on per pupil spending.

I am hopeful that the grassroots campaign that CSBA is in the process of implementing will be able to successfully address this issue. Every board member needs to help spread the word. If CSBA could provide guidance on specific strategies for this, it would be a great first step. Support and encouragement at the local level from CSBA should result in positive actions.



## 2018 Delegate Assembly Candidate Biographical Sketch Form

**DUE: Sunday, January 7, 2018**

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: [nominations@csba.org](mailto:nominations@csba.org).

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

*Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.*

Signature:  Date: 15 December 2017

Name: <u>Stephen J. Schluer</u>	CSBA Region-subregion #: <u>8</u>
District or COE: <u>Manteca Unified School District</u>	Years on board: <u>2.5</u>
Profession: <u>Police Sergeant</u>	Contact Number: (please v <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>(209) 456-7317</u>
*Primary E-mail: <u>sschluer@musd.net</u>	
<small>(*Communications from CSBA will be sent to primary email)</small>	
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how long have you served as a Delegate? <u>N/A</u>	

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

I have been on the MUSD Board of Education for the past 2.5 years. I was brought onto this board by a unanimous vote in the summer of 2015, when the board and district were in disarray. Two board members were facing indictment and there was a local charge to have a third re-called. I then ran for elect in 2016 and was unopposed. I this past year I was the Board President and was just elected again by my colleagues to serve another term as President. I believe I have the skillset to assist CSBA as a Delegate the same way I did my district. I believe along with my professional experience (Police Sergeant) and involvement with the community, I would be an asset. I have the desire to work with local districts, county offices, the Board of Directors and Executive Committee, to ensure that the association reflects the interests of school districts and county offices of education throughout the state.

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

I am currently the Board President for the second term. I sit on a 2X2 Committee with the City of Manteca, MUSD Budget Review Committee, and MUSD Superintendent Evaluation Committee. I am a Board Member and current Board President of the Manteca/Lathrop Boys and Girls Club and have been on this board for the past 10 years. I also am on the Governing Board for Doctors Hospital of Manteca (Tennet Health). I am also a Board Member of the Manteca Parks and Rec Foundation. I am involved with my community and have the pulse of my community. I am involved with my community because I want to have an impact where I live. I want to make it better for the people who live here. I know, if given the opportunity, I could have the same impact on CSBA as a Delegate.

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**

In my opinion the biggest challenge facing our governing boards in California is financial management. Our budgets and funding have always been a challenge. In a perfect world, every school district in California would have the best facilities and pay, best technology, reduced class sizes etc. But this is not a perfect world and many districts do not have the money to facilitate all that is needed. Budgets are difficult to understand and it is difficult to decide where to spend the money. A person once told me that you can see the district's priorities by looking at their budget. I believe CSBA could help address this by having board workshops for budgeting and continuing educating the governing boards in budgeting.





## 2018 Delegate Assembly Candidate Biographical Sketch Form

**DUE: Sunday, January 7, 2018**

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: [nominations@csba.org](mailto:nominations@csba.org).

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Jenny Van De Pol Date: 12/8/17

Name: <u>Jenny Van De Pol</u>	CSBA Region-subregion #: <u>8A</u>
District or COE: <u>Lincoln Unified</u>	Years on board: <u>3</u>
Profession: <u>Homemaker</u>	Contact Number: (please check <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>209-601-4186</u>
*Primary E-mail: <u>jvandepei@lusd.net</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, how long have you served as a Delegate? <u>1 term (2 yrs)</u>

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am passionate about public education. Since before my oldest child (now in college) started kindergarten, I have been an avid reader and researcher of public schools. Since I do not work outside the home, I have the time to research issues, and observe our local schools in action.

My business background is in marketing and advertising. I also bring more than 12 years of extensive volunteering in our school district, in a variety of roles.

Please describe your activities and involvement on your local board, community, and/or CSBA.

Over the past three years, I have served as our board's representative to Lincoln Council PTA, and Stockton's Parks & Recreation Committee. In 2018, I will be serving as our board's Vice President/ Clerk.

I have served as a lay volunteer in my church's youth group for several years, and hold babies for a mother's group. I also actively volunteer in our district high school's Band Boosters.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I think the biggest challenge facing local boards is governing with seriously insufficient funds. The ballooning pension burden, skyrocketing special education costs, and a state which seems determined to consider the funding "floor" a "ceiling" are all components of a true crisis for governing boards.

CSBA's new grassroots efforts are a step in the right direction, so we can leverage the voices of school board members for adequate education funding from Sacramento and D.C.



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. Brian R. Stephens, Superintendent  
**DATE:** February 15, 2018  
**SUBJECT:** **Adopt Resolution No. 17- 19 to Excuse Meeting Absence of Board Member**

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

**RATIONALE:** Board of Education member Walter Gouveia was absent for the regular meeting on January 23, 2018, due to a conflict. The Board of Education finds that Walter Gouveia's absence from the meeting of January 23, 2018, was due to hardship deemed acceptable by the Board of Education;

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

**RECOMMENDATION:** Adopt Resolution No. 17-19 to Excuse Meeting Absence of Board Member.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 17-19  
Resolution to Excuse Meeting Absence of Board Member**

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

**WHEREAS**, Board of Education member Walter Gouveia was absent for the regular meeting held January 23, 2018, due to a conflict.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education finds that Walter Gouveia’s absence from the regular meeting of January 23, 2018, was due to hardship deemed acceptable by the Board of Education;

**BE IT FURTHER RESOLVED** that the Board of Education therefore determines that Mr. Gouveia shall be paid for his absence from the regular meeting of January 23, 2018, and further directs that the adoption of this Resolution shall be recorded in the minutes of this meeting of February 27, 2018.

Resolved this 27<sup>th</sup> day of February, 2018, at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES:                      NOES:                      ABSENT:                      ABSTENTION:

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

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** February 6, 2018  
**SUBJECT:** **Approve the Discard of 6-12 Grade English Language Arts Materials**

**BACKGROUND:** On October 24, 2017, the Board approved the purchase of new English Language Arts (ELA) materials for grades 6-12, to be implemented in the 2018-2019 school year. Instructional Media Services withdraws all obsolete ELA materials from the sites through the libraries, advertises and conducts a public discard to make all materials available free to the public for three days, then arranges for the recycling of all materials not claimed by the public. A search for recyclers to purchase these materials for pulp was unsuccessful; there is not a market for this material. Secondary Fiber of Hayward will pick up, remove, and recycle the materials at no cost to the District.

**RATIONALE:** Board Policy 3270 allows for the removal of instructional materials that have been replaced by more recent versions or editions of the same material and are of no foreseeable value in other instructional areas. Education Code 60530 allows districts to sell obsolete instructional materials for recycling into paper pulp. This Agenda request supports District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The value of the obsolete ELA materials is difficult to assess, but there is no market for these materials. There is no cost to the District to discard these materials.

**RECOMMENDATION:** Approve the Discard of 6-12 Grade English Language Arts Materials.

**Prepared by:** Dr. Debra Schneider, Director of Instructional Media Services and Curriculum



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** February 6, 2018  
**SUBJECT:** **Approve the Discard of Obsolete Instructional Media Center Materials**

**BACKGROUND:** In accordance with library service best practices, the Instructional Media Center (IMC) is removing (“weeding”) obsolete materials from the District’s professional library collection. The weeding criteria include copyright date, condition of material, contents’ relevance, circulation statistics, and alignment with current educational standards and information. The IMC collection has many outdated materials not aligned with current standards and educational practices. California adopted new English Language Arts and Math standards in 2010, new Science standards in 2013, and new History-Social Studies standards in 2016; most IMC materials were purchased before 2010 and are not aligned to these newer standards. Additionally, some materials are in formats not supported by current technology (for example, VHS tapes). These obsolete materials will be removed and discarded.

Instructional Media Services conducts a public discard to make all materials available free to the public for three days, then arranges for the recycling of all recyclable materials not claimed by the public. A search for recyclers to purchase these materials for pulp was unsuccessful; there is no market for this material. Secondary Fiber of Hayward will pick up, remove, and recycle materials at no cost to the District.

**RATIONALE:** Board Policy 3270 allows for the removal of instructional and supplementary materials that have been replaced by more recent versions or editions of the same material and are of no foreseeable value in other instructional areas. Education Code Section 60119 states that it is the intent of the Legislature that...instructional materials and supplemental instructional materials should be aligned with the current content standards. Education Code Section 60530 allows districts to sell obsolete instructional materials for recycling into paper pulp. This Agenda request supports District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The current value of obsolete materials is difficult to assess, but there is no market to purchase these materials. There is no cost to the District to discard these materials.

**RECOMMENDATION:** Approve the Discard of Obsolete Instructional Media Center Materials.

**Prepared by:** Dr. Debra Schneider, Director of Instructional Media Services and Curriculum



# HUMAN RESOURCES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** February 21, 2018  
**SUBJECT:** **Adopt Resolution #17-20, Adopting the Tie-Breaking Criteria in the Case of Certificated Reduction in Force for the 2018-2019 School Year**

**BACKGROUND:** Pursuant to Education Codes 44949, 44955, and 44951, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to reduce or discontinue particular kinds of services in order to reduce the number of certificated employees of the District. In conjunction with that recommendation it is necessary to adopt criteria for tie breaking when two or more certificated employees possess the same seniority date.

**RATIONALE:** Reduction or discontinuance of particular kinds of services are needed to address staffing needs and budget concerns for the 2018-2019 school year and the District must have a way to break ties between two or more certificated employees with the same seniority date who are both currently providing the same particular kind of service identified for reduction or discontinuance.

**RECOMMENDATION:** Adopt Resolution #17-20, Adopting the Tie-Breaking Criteria in the Case of Certificated Reduction in Force for the 2018-2019 School Year

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



**TRACY UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 17-20**

**ADOPTING TIE BREAKING CRITERIA  
IN THE CASE OF CERTIFICATED REDUCTION IN FORCE  
FOR THE 2018-2019 SCHOOL YEAR**

**WHEREAS**, it appears that it will be necessary for the Tracy Unified School District to lay off certificated employees at the end of the 2017-2018 school year for the 2018-2019 school year; and

**WHEREAS**, there are individuals who have the same first date of paid service as probationary certificated employees;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Tracy Unified School District that if any two or more employees have the same first date of paid service as probationary certificated employees in the Tracy Unified School District, and if there is a need to reduce staffing by a number less than all such individuals, the decision as to which individuals shall be given preference and not be laid off shall be determined by the following criteria, which are based upon the Board of Trustee's determination of the needs of the District and its students:

1. Individuals with a BCLAD certificate will be given preference. If these factors are identical then;
2. Individuals with CLAD, SB 2042, AB 1059, SB 395, SDA1E or an equivalent training and certificate will be given preference. If these factors are identical then;
3. Individuals who currently hold a regular credential, not a provisional or short term credential as defined by the California Commission on Teacher Credentialing, which authorizes the service to be provided will be given preference. If these factors are identical then;
4. Individuals who hold multiple (2 or more) single subject credentials will receive preference as follows:
  - a. Those who hold the most single subject credentials will be given preference from most to least,
  - b. For individuals who hold the same number of single subject credentials, preference will be given first to those who hold:
    1. mathematics credentials, then

2. science credentials, then
3. English credentials

If these factors are identical then;

7. A lottery shall be conducted among those remaining.

**PASSED AND ADOPTED** by the Board of Trustees of the Tracy Unified School District on February 27, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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President  
Board of Trustees  
Tracy Unified School District

**ATTESTED:**

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

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Clerk  
Board of Trustees  
Tracy Unified School District





# HUMAN RESOURCES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** February 21, 2018  
**SUBJECT:** **Adopt Resolution #17-21, Authorizing the Reduction and Elimination of Particular Kinds of Service for the 2018-2019 School Year**

**BACKGROUND:** Pursuant to Education Codes 44949, 44955, and 44951, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to reduce or discontinue particular kinds of services in order to reduce the number of certificated employees of the District.

**RATIONALE:** Reduction or discontinuance of particular kinds of service is needed to address staffing needs and budget concerns for the 2018-2019 school year.

**RECOMMENDATION:** Adopt Resolution #17-21, Authorizing the Reduction and Elimination of Particular Kinds of Service for the 2018-2019 School Year

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



**TRACY UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 17-21**

**REDUCTION AND ELIMINATION  
OF PARTICULAR KINDS OF SERVICES  
FOR THE 2018-2019 SCHOOL YEAR**

**WHEREAS**, as a result of staffing and budget needs, the Board of Trustees of the Tracy Unified School District has determined that it shall be necessary to reduce the following particular kinds of certificated services of the District not later than the beginning of the 2018-2019 school year:

- a. Reduction of **.4 Full Time Equivalent (FTE)** High School Industrial Technical Education Teaching Program;
- b. Reduction of **.4 FTE** High School French Language Teaching Program;
- c. Reduction of **1.0 FTE** High School Spanish Language Teaching Program;
- d. Reduction of **.2 FTE** High School Drama Teaching Program; and
- e. Reduction of **3.0 FTE** Elementary School Teaching Program.

**WHEREAS**, the Board of Trustees has determined that each of the foregoing services constitutes a particular kind of service (PKS) within the meaning of Education Code section 44955;

**WHEREAS**, it is the opinion of the Board of Trustees that it is necessary by reason of the above reduction or elimination of particular kinds of services to eliminate 5.0 FTE certificated positions in the District at the close of the current school year in accordance with Education Code section 44955; and

**WHEREAS**, this Board is authorized by Education Code section 44955(d) to deviate from terminating employees in order of seniority where the District demonstrates a specific need for personnel to teach a specific course or courses of study. Due to the specific need of the District to hire and retain fully credentialed teachers in core academic subject areas, the Superintendent and/or his designee is authorized to deviate from terminating certificated employees in order of seniority only in instances where the less senior employee possesses a currently valid intern, preliminary or clear California teaching credential and the more senior employee meets certification or licensing requirements solely on a Short-Term Staff Permit (STSP) or a Provisional Internship Permit (PIP).

**NOW, THEREFORE, BE IT RESOLVED** that it shall be necessary to terminate at the end of the 2017-2018 school year the employment of not more than 5.0 FTE certificated employees in

the District as a result of the above reduction of services. Pursuant to Education Code sections 44949 and 44955 the Superintendent or his designated representative is directed to take all appropriate action needed, including the sending of appropriate notices to all employees whose positions shall be affected by virtue of this action.

**PASSED AND ADOPTED** by the Board of Trustees of the Tracy Unified School District on November 14, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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President  
Board of Trustees  
Tracy Unified School District

**ATTESTED:**

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

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Clerk  
Board of Trustees  
Tracy Unified School District



# HUMAN RESOURCES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** February 21, 2018  
**SUBJECT:** **Adopt Resolution #17-22, Adopting the Competency Criteria in the Case of Certificated Reduction in Force for the 2018-2019 School Year**

**BACKGROUND:** Pursuant to Education Codes 44949, 44955, and 44951, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to reduce or discontinue particular kinds of services in order to reduce the number of certificated employees of the District. In conjunction with that recommendation it is necessary to adopt criteria for determining if a certificated employee would have the competency to replace (Bump) another certificated employee out of their position.

**RATIONALE:** Reduction or discontinuance of particular kinds of services are needed to address staffing needs and budget concerns for the 2018-2019 school year and the District must have a way to ensure that when one certificated employee may potentially replace (bump) another certificated employee that they possess the necessary competency in order to provide adequate services.

**RECOMMENDATION:** Adopt Resolution #17-22, Adopting the Competency Criteria in the Case of Certificated Reduction in Force for the 2018-2019 School Year

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



**TRACY UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 17-22**

**COMPETENCY CRITERIA IN THE CASE OF  
CERTIFICATED REDUCTION IN FORCE  
FOR THE 2018-2019 SCHOOL YEAR**

**WHEREAS**, it appears that it will be necessary for the Tracy Unified School District to lay off certificated employees at the end of the 2017-2018 school year for the 2018-2019 school year; and

**WHEREAS**, the District is required to provide instruction to students who have limited English language proficiency; and

**WHEREAS**, the State has determined that in order to provide instruction to such students, teachers shall be specifically trained in appropriate techniques, which training is demonstrated by the teacher holding a BCLAD, CLAD, SB 2042, AB 1059, SB 395 or equivalent certificate; and

**WHEREAS**, approximately 28.4% of the students in the District are English Learners ("EL"), that is, students whose first language is not English; and

**WHEREAS**, to provide teachers for those classes containing EL students, there is a need for teachers throughout the District who are EL certified; and

**WHEREAS**, for the purposes of making assignments and reassignments of certificated employees for the District, a certificated employee shall be deemed to be competent to perform certificated services if he or she, in addition to the criteria described above, has a credential authorizing the service to be rendered and possesses a currently valid intern, preliminary or clear California teaching credential and not certification or licensing requirements solely on a Short-Term Staff Permit (STSP) or a Provisional Internship Permit (PIP).

**WHEREAS**, Education Code section 44911 provides that time served under a provisional credential cannot be used toward a teacher's gaining permanent status, and therefore acknowledges that there is a significant difference between a provisional or short term credential and a regular credential; and

**WHEREAS**, high school principals need to have the ability to assign teachers to teach the higher level courses within subject areas, and not every credential allows principals to make such assignments;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Tracy Unified School District that, for the purposes of making assignments and reassignments of certificated employees into and/or within teaching positions for the District to meet its obligations under Education Code section 44955, a certificated employee shall be deemed to be competent and qualified to perform the certificated teaching service if:

- a. He or she holds a BCLAD, CLAD, SB 2042, AB 1059, SB 395 or equivalent certification and training authorizing him/her to provide instruction to English Learners; and
- b. His or her credential authorizing the service to be provided is a regular credential, and not solely on a Short-Term Staff Permit (STSP) or a Provisional Internship Permit (PIP); and
- c. He or she has a single subject credential authorizing the full spectrum of courses within that subject area or has a credential authorizing the teaching of foundational-level courses in grades 9-12.

**PASSED AND ADOPTED** by the Board of Trustees of the Tracy Unified School District on February 27, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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President  
Board of Trustees  
Tracy Unified School District

**ATTESTED:**

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

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Clerk  
Board of Trustees  
Tracy Unified School District