

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, AUGUST 14, 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

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|-----------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: D. Arriola, J. Costa, S. Gilbert, W. Gouveia, T. Guzman, G. Silva, J. Vaughn
Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.
3.1 Administrative & Business Services:
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 455 E. Eleventh Street, Tracy, California
District Negotiator: Bonny Carter
Negotiating Parties: Tracy Unified School District and San Joaquin Lumber Co., Inc.

3.2 Educational Services:
3.2.1 Application for Reinstatement #AR15-16/#89; AR16-17/#54
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__

3.3 Human Resources:
3.3.1 Public Employee Evaluation
Title: Superintendent
3.3.2 Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 305, Pursuant to Article XXIII
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
3.3.3 Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 306, Pursuant to Article XXIII
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
3.3.4 Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 307, Pursuant to Article XXIII
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
3.3.5 Consider Public Employee/Employment/Discipline/Dismissal/Release | |

Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain __
3.3.6 Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Report Out of Action Taken on Application for Reinstatement #AR15-16/#89;
AR16-17/#54

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

6b Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for
Classified Employee #UCL- 305, Pursuant to Article XXIII

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

6c Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for
Classified Employee #UCL- 306, Pursuant to Article XXIII

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

6d Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for
Classified Employee #UCL- 307, Pursuant to Article XXIII

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

7. Approve Regular Minutes of June 26, 2018.

1-5

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

8. Student Representative Reports: None.

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

9.1 TEA President, Jacqui Nott, and TEA Executive Board Introductions

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:

12.1.1 Conduct a Public Hearing on Item 14.1.1 to Approve Resolution No.
18-01 Approving Acquisition of Property and Authorizing the Filing of
a Notice of Exemption

- 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:

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|---------------|---|--------------|
| 13.1.1 | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 6-9 |
| 13.1.2 | Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District | 10-11 |
| 13.1.3 | Accept the Parent Organization/Booster Club Applications Submitted for the 2018/19 School Year | 12 |
| 13.1.4 | Approve Accounts Payable Warrants (June-July, 2018)
(Separate Cover Item) | 13 |
| 13.1.5 | Approve Payroll Reports (June-July, 2018) | 14-22 |
| 13.1.6 | Approve Revolving Cash Fund Reports (June-July, 2018) | 23-28 |
| 13.1.7 | Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 29-30 |

13.2 Educational Services:

- | | | |
|---------------|--|--------------|
| 13.2.1 | Approve Specialized Grant Funding for the 2018-2019 Agriculture Incentive Grant for West High School | 31-41 |
| 13.2.2 | Approve Agreement for Special Contract Services with Dr. Nicoline Ambe - Keynote Speaker to Parents and Staff at South/West Park School for the 2018-2019 School Year | 42-45 |
| 13.2.3 | Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt: International Center for Leadership in Education (ICLE) to Provide Professional Development with ICLE Consultant Emily Freeland for 3 Additional Days in the 2018-2019 School Year for New Administrators and District Teacher Leaders | 46-58 |
| 13.2.4 | Ratify Agreement for Special Contract Services with Jen Schrotenboer, MS, MHC, SpEd to Provide Mental Health Services to TUSD Pre-Schools during the 2018-19 School Year | 59-62 |
| 13.2.5 | Ratify Agreement for Special Contract Services with Jen Schrotenboer, MS, MHC, SpEd to Provide Mental Health Services to Villalovoz Elementary School for the 2018-19 School Year | 63-66 |
| 13.2.6 | Approve Out of State and Overnight Travel for the AVID District Leadership Training for the 2018-19 School Year | 67-68 |
| 13.2.7 | Approve Out of State Travel for Kimball High School (KIIS) Health Occupations Students of America (HOSA) Club Members and Advisors to Participate in the Washington Leadership Conference in Alexandria, Virginia on September 14-18, 2018 | 69 |
| 13.2.8 | Approve Agreement for Special Contract Services with Parent Institute for a Quality Education (PIQE) to Provide Training to Parents at Monte Vista Middle School during the 2018-2019 School Year | 70-73 |

13.2.9	Approve Agreement for Special Contract Services and Memorandum of Understanding with Parent Institute for Quality Education (PIQE) to Provide Parent Engagement Training at West High School during the 2018-2019 School Year	74-77
13.2.10	Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Williams Middle School during the 2018-2019 School Year	78-81
13.2.11	Ratify Agreement for Special Contract Services with Solution Tree, Inc. to Provide Professional Development to Teachers at North School on August 13, 2018	82-88
13.2.12	Approve Agreement for Special Contract Services with Theresa Hancock to Provide Teacher Training for ALAS Teachers for the 2018-2019 School Year	89-92
13.2.13	Ratify University Services Agreement with The History Project, University of California, Davis to Provide K-12 History-Social Science Teachers Professional Learning on a Language-focused Approach to Literacy Development in History-Social Science Classrooms	93-102
13.2.14	Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending July 15, 2018	103-104
13.2.15	Approve Out of State Travel for Educational Services Staff to Attend the Teaching Learning Coaching Conference in Las Vegas, Nevada on October 9-11, 2018	105
13.2.16	Ratify Agreement for Special Contract Services with Jen Schrottenboer, MS, MHC, SpEd to Provide Additional Mental Health Services to Villalovoz Elementary School for the 2018-19 School Year	106-109
13.2.17	Ratify Agreement for Special Contract Services with Dr. M. Alex Peterson for Independent Education Evaluation/Psycho-Educational Assessment	110-113
13.2.18	Approve Agreement for Special Contract Services with Rick Bledsoe, ATP for Assistive Technology Assessment for the 2018-2019 School Year	114-117
13.2.19	Ratify Agreement for Special Contract Services with Professional Tutors of America for Compensatory Education of Academic Tutoring for the 2018-2019 School Year	118-121
13.2.20	Approve Agreement for Special Contract Services with Dr. M. Alex Peterson for an Independent Education Evaluation/Psycho-Educational Assessment	122-125
13.2.21	Approve Agreement for Special Contract Services with Haynes Family of Programs, S.T.A.R. Academy for Occupational Therapy Independent Education Evaluation (IEE) for the 2018-2019 School Year	126-129
13.2.22	Approve Agreement for Special Contract Services with James Bylund to Provide an Independent Educational Evaluation/Psycho-Educational Assessment for the 2018-2019 School Year	130-133

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment	134-138
13.3.2	Approve Classified, Certificated, and/or Management Employment	139-146

- 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 Resolution No. 18-01 Approving Acquisition of Property and Authorizing the Filing of a Notice of Exemption **147-157**

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

14.2 Educational Services: None.

14.3 Human Resources:

- 14.3.1** Approve Declaration for a Provisional Internship Permit **158-159**

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

- 14.3.2** Acknowledge Revision to AR 4151 Salary Guides (First Reading) **160-164**

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

- 14.3.3** Adopt Resolution 18-02, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds **165-166**

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** August 28, 2018
17.2 September 11, 2018
17.3 September 25, 2018
17.4 October 9, 2018
17.5 October 23, 2018
17.6 November 13, 2018

18. Upcoming Events:

- 18.1** September 3, 2018 Labor Day, No School
18.2 October 22, 2018 Parent/Teacher Conferences, No School
18.3 November 12, 2018 Veteran's Day, No School

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, June 26, 2018**

6:15 PM: 1-3. President Silva called the meeting to order and adjourned to closed session.

Roll Call: 4. Board: D. Arriola, J. Costa, S. Gilbert, W. Gouveia, G. Silva, J. Vaughn
Absent: T. Guzman
Staff: B. Stephens, S. Harrison(absent), T. Jalique, C. Goodall, B. Etcheverry

7:01 PM 5. President Silva called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Closed Session: 6a Report Out of Action Taken on Application for Reinstatement #17-18/#39, 40, 41, 42
Action: Vote: Yes-5; No-0; Absent-2(Guzman, Gilbert)
6b Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees #UC-1095, Pursuant to Article XX
Action: Vote: Yes-6; No-0; Absent-1(Guzman)

Minutes: 7. Approve Regular Minutes of June 12 2018
Action: Gilbert, Arriola. **Vote:** Yes-6; No-0; Absent-1(Guzman)

Employees Present: D. Schneider, R. Pecot, T. Brown, J. Stocking, A. Gossett. R. Call, L. Nelson, T. Serrano-Quijada, B. Carter, Z. Boswell, J. Nott, S. McIntyre

Press: D. Rizzo, Tracy Press

Visitors Present: B. Pekari, M. Chavez,

Student Rep Reports: None.

Recognition & Presentations: 9.1 West High School Presentation on Lunch
Principal, Dr. Zachary Boswell, presented a power point on West High changing to a one lunch schedule. The goal is to focus on student learning. He reviewed the current standard bell schedule and the new schedule for this coming school year. Lunch will be extended by 5 minutes. The school day will end at 2:55 instead of 2:50. It does not affect teacher hours or transportation. All logistics have been contacted and are planning accordingly. This change will decrease time out of class and students will have a better 4th period attendance. It will eliminate a lot of distraction to classes in session while others at lunch. There will be teacher and student collaboration. Clubs can meet at lunch and it will be easier to plan. Food Services will add at least 3 additional service stations and increase lunch by 5

minutes. Transportation has arranged for bussing 5 minutes later. The kitchen staff has reworked their hours to support this schedule. This will create a shorter period of time to focus on for supervision and will be easier to manage. There will be more areas for students to spread out. He will collect data and evaluate this at the end of year.

**Information &
Discussion Items:**

10.1 Administrative & Business Services:

**Hearing of
Delegations**

11. None.

Public Hearing:

12.1 Administrative & Business Services: None.

Consent Items:

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

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

Maria Chavez addressed the board. She has an autistic child who is 10-years old. She had to home school him because the district did not provide education in town. He currently gets one-on-one service. She would like to keep him in town.

13.1 Administrative & Business Services:

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

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

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

13.1.4 Accept the Parent Organization/Booster Club Applications Submitted for the 2018/19 School Year

13.2 Educational Services:

13.2.1 Approve Agreement for Special Contract Services with Mattie Spires, MFTI, to Provide Mental Health Services to Williams Middle School for One Additional Day of Service for the 2018-2019 School Year

13.2.2 Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to West High School for the 2018-2019 School Year

13.2.3 Approve Agreement for Special Contract Services with the Boys & Girls Clubs of Tracy to Provide Services at North School for the 2018/2019 School Year

13.2.4 Approve Agreement for Special Contract for Services with Community Medical Centers to provide Mental Health Services to Kimball High, Tracy High, Williams and Freiler School during the 2018-19 School Year

13.2.5 Approve Agreement for Special Contract Services between Nancy

- 13.2.6 Fetzer and Central Elementary School for the 2018 -2019 School Year
Approve Agreement with Hobsons Education Advances to Provide the Naviance Platform to Williams Middle School for the 2018-2019 School Year
- 13.2.7 Approve Memorandum of Understanding with San Joaquin County Office of Education Mathematics Department to Provide Professional Learning to the TK-12 Mathematics Teachers for the 2018-2019 School Year
- 13.2.8 Approve Agreement for Special Contract Services with the San Joaquin County Office of Education to Support the K-12 Science Teachers in Implementing the Next Generation Science Standards
- 13.2.9 Approve Agreement for Special Contract Services with Solution Tree Inc. to Provide Professional Development for Teachers at Monte Vista Middle School at the January 25, 2019 Staff Development Buy-back Day
- 13.2.10 Approve Memorandum of Understanding with San Joaquin County Office of Education for the Artist-in-Schools Program at McKinley Elementary School for the 2018-2019 School Year
- 13.2.11 Approve Overnight Travel for the West High School FFA Members to Attend All FFA Activities for the 2018-2019 School Year
- 13.2.12 Approve Agreement for Special Contract Services with Valley Community Counseling Services (VCCS) to Provide Mental Health Services to North Elementary School during the 2018-2019 School Year
- 13.2.13 Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant (Separate Cover Item)
- 13.2.14 Approve Agreement for Special Contract Services with PresenceLearning to Provide Live Online Speech and Language Pathology Services and Assessments for the 2018-2019 School Year
- 13.2.15 Approve Master Contract for Central Valley Training Center (CVTC), NPA for the 2018-2019 School Year (Separate Cover Item)
- 13.2.16 Approve Agreement for Special Contract Services with the Boys and Girls Clubs of Tracy to Provide Services at Central Elementary School for the 2018 -2019 School Year
- 13.2.17 Approve Master Contract for Point Quest Education (PQ), NPS for the 2018-2019 School Year (Separate Cover Item)
- 13.2.18 Ratify Agreement for Special Contract Services with Theresa Christiansen for Independent Education Evaluation (IEE)/Speech and Language Assessment
- 13.2.19 Approve Master Contract for Stockton Educational Center (SEC), NPS for the 2018-2019 School Year (Separate Cover Item)
- 13.2.20 Approve Agreement for Special Contract Services with Dr. M. Alex Peterson for an Independent Education Evaluation/Psycho-Educational Assessment
- 13.2.21 Approve Master Contract for Children's Home of Stockton (CHS), NPS for the 2018-2019 School Year (Separate Cover Item)
- 13.2.22 Approve Master Contract for Bayhill High School, NPS for the 2018-2019 School Year (Separate Cover Item)
- 13.2.23 Approve Master Contract for Oak Grove – Jack Weaver School, NPS for the 2018-2019 School Year (Separate Cover Item)

- 13.2.24 Approve Agreement for Special Contract Services with the Boys and Girls Clubs of Tracy to Provide Services at McKinley Elementary School for the 2018-2019 School Year
- 13.2.25 Approve Agreement for Special Contract Services with Keynote Speaker, Jeff Eben of How Many Wins Foundation to Provide Professional Development to Staff at Williams Middle School for the August 3, 2018 Site Pre-Service Day
- 13.2.26 Approve Agreement for Special Contract Services between Nancy Fetzner and North School for the 2018/2019 School Year
- ~~13.2.27 Approve Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide Project GLAD Coaching from August 1, 2018 through May 31, 2019~~
- 13.2.28 Approve Agreement for Special Contract Services with San Joaquin County Office of Education; Artist-in-Schools Program at Central, Freiler, Villalovoz and Jacobson Schools for the 2018 -2019 School Year

13.3 Human Resources:

- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment

Action Items:

14.1 Administrative & Business Services:

- 14.1.1 Approve the Local Control Accountability Plan (LCAP) for the 2018-2019 School Year (Separate Cover Item)
- Action:** As amended. Vaughn, Arriola. **Vote:** Yes-6; No-0; Absent-1(Guzman)
- 14.1.2 Adopt the 2018-19 Annual School District Budget (Separate Cover Item)
- Action:** Arriola, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Guzman)
Dr. Casey Goodall commented that the governor expects a downturn in the economy. Our reserves give us about 3 months of bills. We have planned to purchase textbooks and that would come out of this ending balance. Supplemental maintenance work, technology issues and safety issues will all come out of these one-time monies.
- 14.1.3 Authorize the Director of Food Services to Award Request for Proposal (RFP) Agreement for the 2018-2019 School Year Super Co-Op Product Distribution (Separate Cover Item)
- Action:** As amended. Arriola, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Guzman)
- 14.1.4 Acknowledge Receipt of Administrative Regulation 1330.1 Community Rental of School District Facilities (Second Reading, Intent to Adopt) (Separate Cover Item)
- Action:** Approved as final. Gouveia, Arriola. **Vote:** Yes-6; No-0; Absent-1(Guzman)
- 14.1.5 Approve and Appoint the Selected Applicants for Specified Terms on the Measure B Bond Oversight Committee
- Action:** Costa, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Guzman)
- 14.1.6 Approve Resolution No. 17-34 Authorizing the Governing Board to Delegate Powers to the Associate Superintendent for Business Services
- Action:** Costa, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Guzman)

14.2 Educational Services:

14.2.1 Acknowledge Revisions to Administrative Regulation 6158(e)
Independent Study/Individualized Arrangement (Second Reading)

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

14.2.2 Adopt Resolution No. 17-30 Approving the Application Authorizing the
District to Enter into a Yearly Contract with the State for a Child
Development Program for the 2018-2019 School Year and to Authorize
Designated Personnel to Sign Contract Documents

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

14.2.3 Adopt Revisions to Board Policies and Acknowledge Administrative
Regulations (Second Reading) (Separate Cover Items)

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

14.2.4 Adopt 2018-2019 High School (9-12) Student Handbook
(Separate Cover Item)

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

14.2.5 Adopt 2018-2019 Elementary/Middle School Student Handbooks
(Separate Cover Item)

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

14.2.6 Approve Appointment of Parent Representatives to San Joaquin Special
Education Local Plan Area Community Advisory Committee

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

14.3 Human Resources:

14.3.1 Adopt Resolution 17-33, Authorizing the Elimination of Certain
Classified Positions Due to Lack of Work or Lack of Funds

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

14.3.2 Approve Revised Days of Service for Assistant Principal K-5

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

Board Reports:

Trustee Costa passed. Trustee Vaughn has 3 days left of summer school. He wished everyone a great rest of the summer. Trustee Gouveia has been in the district for 39 years. He has decided not to run for re-election. He's had a wonderful experience and has enjoyed working with everyone. Trustee Arriola wished everyone a Happy 4th of July. He has been invited to the Young Elected Officials. Trustee Gilbert passed. Trustee Silva wished everyone a happy summer.

**Superintendent
Report:**

Superintendent Stephens thanked everyone for a great school year. School will start on August 6th. A balanced budget was approved tonight for the next year. In these tough budget times, this is something that this district can take great pride in its fiscal responsibility. He's very proud and we have worked hard to get this balanced budget.

Adjourn: 7:51 pm

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 1, 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
AUGUST 14, 2018
SUMMARY OF SERVICES**

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| A. | Vendor: | San Joaquin County Office of Education |
| | Site: | Special Education Department |
| | Item: | Memorandum of Understanding - Ratify |
| | Services: | Services to special education students who have been referred to the SJCOE community school program and have been determined to be appropriately placed based on the recommendation of the IEP team. |
| | Cost: | SJCOE will pay TUSD the adjusted SELPA revenue amount received per ADA for enrolled special education students. |
| | Project Funding: | N/A |
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- | | | |
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| B. | Vendor: | University of California, Berkeley School of Optometry |
| | Site: | District-wide |
| | Item: | Contract - Ratify |
| | Services: | Modified clinical technique vision screenings provided per state mandates. |
| | Cost: | \$4.00 per student, not to exceed \$9,000.00 |
| | Project Funding: | Health Services |
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- | | | |
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| C. | Vendor: | Sutter Health Valley Hospitals |
| | Site: | Tracy High School |
| | Item: | Three (3) Year Student Experiences Agreement (Expires May 1, 2021) – Ratify |
| | Services: | Career opportunity job shadowing program to take place at Sutter Tracy Community Hospital. This program requires only that students job shadow facility personnel, students will not be involved in any direct patient care or interactions with patients, family members or visitors. |
| | Cost: | No cost to the District. |
| | Project Funding: | N/A |
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- | | | |
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| D. | Vendor: | Sutter Valley Medical Foundation |
| | Site: | Tracy High School |
| | Item: | Three (3) Year Student Experiences Agreement (Expires May 1, 2021) – Ratify |
| | Services: | Career opportunity job shadowing program to take place at Sutter Valley Medical Foundation outpatient facilities. This program requires only that students job shadow facility personnel, students will not be involved in any direct patient care or interactions with patients, family members or visitors. |
| | Cost: | No cost to the District. |
| | Project Funding: | N/A |
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| E. | Vendor: | Tracy Chamber of Commerce, Hire Me First Program |
| | Site: | Tracy Unified School District High Schools |
| | Item: | Service Partner Agreement - Ratify |
| | Services: | The Hire Me First Program provides students in eleventh and twelfth grades vocational training through several activities including job readiness workshops, mock interviews, job shadowing and internship opportunities. |
| | Cost: | This is a grant-funded program. |
| | Project Funding: | N/A |
-

F.	Vendor:	Schindler Elevator Corporation
	Site:	District-wide
	Item:	Service Agreement - Ratify
	Services:	Maintenance agreement, repairs and emergency communication monitoring for the passenger elevators at West High School, Tracy High School, Kimball High School and South/West Park Elementary.
	Cost:	<\$20,000.00
	Project Funding:	Environmental Compliance

G.	Vendor:	Hankin Specialty Elevator
	Site:	District-wide
	Item:	Service Agreement - Ratify
	Services:	Maintenance and servicing of the districts twelve wheelchair lifts, to include state inspections and repairs when applicable.
	Cost:	<\$7,000.00
	Project Funding:	Environmental Compliance

H.	Vendor:	School Services of California, Inc.
	Site:	District-wide
	Item:	Agreement - Ratify
	Services:	Review budget and negotiation documents, provide preliminary consultation, and perform other services required prior to or beyond the initial negotiation stage.
	Cost:	Consultation \$310 per hour, plus expenses, Assistant Director \$225 per hour, Consulting Coordinator \$210 per hour, Support Staff \$155 per hour.
	Project Funding:	General Fund

I.	Vendor:	Atkinson, Andelson, Loya, Ruud and Romo
	Site:	Tracy Unified School District
	Item:	Purchase Order
	Services:	Legal and non-legal Human Resources consulting services.
	Cost:	\$295.00/hr. (senior partners), \$260.00 (senior associates)
	Project Funding:	Risk Management/Legal Services

J.	Vendor:	KYA Services
	Site:	Tracy Adult School – New Computer Room
	Item:	Proposal - Ratify
	Services:	Removal and proper disposal of existing carpet and replace with new carpet and baseboard in Room TAS1.
	Cost:	\$7,883.68
	Project Funding:	Unrestricted General Fund/Deferred Maintenance

K.	Vendor:	Advance Data Communications
	Site:	Tracy Adult School – New Computer Room
	Item:	Proposal - Ratify
	Services:	Provide new data cables, faceplates and patch panels for Room TAS1 and As-Built drawings of structured cabling infrastructure and test results.
	Cost:	\$14,924.62
	Project Funding:	Unrestricted General Fund/Deferred Maintenance

L. Vendor: Souto Brothers Landscaping & Concrete Construction
Site: Various School Sites - 2018 Concrete Improvements
Item: Notice of Completion - Ratify
Services: Contractor removed and replaced existing deteriorated concrete paving; including demolition, excavation, sub-grade preparation, reinforcement with new concrete per specs at Freiler School, Tracy High School and West High School.
Cost: \$79,836.00 Change Orders: \$9,900.00 Final Contract: \$89,736.00
Project Funding: Unrestricted General Fund/Deferred Maintenance

M. Vendor: Quality Sound Systems Integration
Site: Jacobson Elementary School – Fire Alarm System Upgrade
Item: Time & Material Authorization - Ratify
Services: Contractor to program the fire/intercom system to stand-alone systems and to provide a system test to ensure proper function of the intercom system.
Cost: \$2,640.00 Estimated
Project Funding: Unrestricted General Fund/Deferred Maintenance

N. Vendor: Harold W. Thompson
Site: South/West Park Elementary School
Item: Notice of Completion - Ratify
Services: Contractor removed existing floor coverings; prepped floors and installed new floor coverings in selected classrooms.
Cost: \$90,486.00 Change Orders: \$13,800.00 Final Contract: \$104,286.00
Project Funding: Unrestricted General Fund/Deferred Maintenance

O. Vendor: Sign Designs, Inc.
Site: Kimball High School – Marquee
Item: Substitution Request - Ratify
Services: Contractor submitted a substitution request for the drilling subcontractor for the new marquee.
Cost: Not Applicable
Project Funding: Unrestricted General Fund

P. Vendor: RGM & Associates
Site: District-wide
Item: Exhibit E - Ratify
Services: Construction management services to assist with the new installation of the window treatments throughout the District.
Cost: \$15,000.00 Not to Exceed
Project Funding: Unrestricted General Fund/Deferred Maintenance



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: June 26, 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:

Hirsch Elementary School:

1. Tracy Unified School District/Hirsch Elementary School: From the Wanda M. Hirsch Trust for the amount of \$100,000.00 (ck. #2206). This donation is a trust distribution from Mrs. Wanda Hirsch, Hirsch Elementary School's namesake. A large portion of this donation will go towards the installation of a garden area and fountain that will be located near the kindergarten playground at Hirsch School. Curriculum based learning will be integrated into the maintenance of the garden which will be completed by the staff and students.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Dr. S. Sachdeva & Mr. M. Singh for the amount of \$1,000.00 (ck. #341). This donation is a contribution to the Dr. S. Sachdeva Scholarship.
2. Tracy Unified School District/Tracy High School: From National-Spencer, Inc. for the amount of \$500.00 (ck. #161100). This donation was made to Tracy High School Athletics in memory of Greg Shrout.

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

FUNDING: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials

Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 3, 2018
SUBJECT: **Accept the Parent Organization/Booster Club Applications Submitted for the 2018/19 School Year**

BACKGROUND: The District recognizes the importance of having parent support/booster clubs that enhance and assist in furthering the educational opportunities of students. Community support organizations (CSO's) such as Parent Teacher Clubs, Parent Teacher Associations, Athletics Boosters, Band Boosters, Advisory Groups, and any other organizations approved by the Board, promote, encourage, and support the approved academic, co-curricular, and extra curricular activities of the district. The following applications have been submitted for review and acceptance:

1. Homefield Advantage Athletic Booster Club
2. Parents at Williams Staff Students (PAWSS)
3. Hirsch Parent Teacher Organization
4. Kimball High School PTSA
5. Tracy High School Football Boosters

RATIONALE: Acceptance is recommended in order to meet the District's strategic goal: strategic goal #5 – Continuously improve fiscal, facilities and operational processes.

FUNDING: There are no financial obligations associated with this agenda however sites and departments of the District may incur responsibilities and costs associated with donations made through the (CSO's) fundraising endeavors.

RECOMMENDATION: Accept the Parent Organization/Booster Club Applications Submitted for the 2018/19 School Year.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: August 2, 2018
SUBJECT: Approve Accounts Payable Warrants (June-July, 2018)

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

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

FUNDING: N/A

RECOMMENDATION: Approve Accounts Payable Warrants (June-July, 2018).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 2, 2018
SUBJECT: **Approve Payroll Reports (June-July, 2018)**

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

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

FUNDING: N/A

RECOMMENDATION: Approve Payroll Report (June-July, 2018).

Prepared by: Reed Call, Director of Financial Services.

Pay Date 06/08/2018

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE

Fund	01	SACS Object	Amount	
		1100	628,095.73	Teachers' Salaries
		1200	925.47	Cert Pupil Support Salaries
		1300	21,035.81	
		1900	70,877.92	Other Certificated Salaries
		2100	176,698.48	Instructional Aides' Salaries
		2200	117,907.35	Classified Support Salaries
		2400	27,034.07	Clerical & Office Salaries
		2900	8,346.12	Other Classified Salaries
		Total Labor	1,050,920.95	
Fund	01	SACS Object	Amount	
		3101	80,147.52	STRS On 1000 Salaries
		3201	349.45	PERS On 1000 Salaries
		3202	6,188.00	PERS On 2000 Salaries
		3301	12,540.24	
		3302	17,658.21	
		3501	360.57	State Unemploy On 1000 Salary
		3502	164.97	State Unemploy On 2000 Salary
		3601	13,867.17	Worker'S Comp Ins On 1000 Sal
		3602	6,347.25	Worker'S Comp Ins On 2000 Sal
		Total Contributions	137,623.38	
Fund	11	SACS Object	Amount	
		1100	14,623.85	Teachers' Salaries
		1200	1,542.45	Cert Pupil Support Salaries
		2100	1,717.33	Instructional Aides' Salaries
		2400	1,409.29	Clerical & Office Salaries
		Total Labor	19,292.92	
Fund	11	SACS Object	Amount	
		3101	1,619.47	STRS On 1000 Salaries
		3202	239.61	PERS On 2000 Salaries
		3301	225.44	
		3302	239.18	
		3501	8.06	State Unemploy On 1000 Salary
		3502	1.56	State Unemploy On 2000 Salary
		3601	310.95	Worker'S Comp Ins On 1000 Sal
		3602	60.15	Worker'S Comp Ins On 2000 Sal
		Total Contributions	2,704.42	

Fund	12	SACS Object	Amount	
		2100	4,181.87	Instructional Aides' Salaries
		2200	213.60	Classified Support Salaries
		2900	405.42	Other Classified Salaries
		Total Labor	4,800.89	

Fund	12	SACS Object	Amount	
		3102	16.17	STRS On 2000 Salaries
		3202	287.09	PERS On 2000 Salaries
		3302	297.84	
		3502	2.43	State Unemploy On 2000 Salary
		3602	92.35	Worker'S Comp Ins On 2000 Sal
		Total Contributions	695.88	

Fund	13	SACS Object	Amount	
		2200	21,261.98	Classified Support Salaries
		Total Labor	21,261.98	

Fund	13	SACS Object	Amount	
		3202	549.55	PERS On 2000 Salaries
		3302	963.18	
		3502	10.53	State Unemploy On 2000 Salary
		3602	409.03	Worker'S Comp Ins On 2000 Sal
		Total Contributions	1,932.29	

ESCAPE ONLINE

Pay Date 06/29/2018

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE

Fund	01	SACS Object	Amount	
		1100	4,688,033.17	Teachers' Salaries
		1200	276,932.71	Cert Pupil Support Salaries
		1300	520,753.61	Cert Suprvsrs' & Admins' Sal
		1900	65,244.17	Other Certificated Salaries
		2100	374,196.17	Instructional Aides' Salaries
		2200	708,743.24	Classified Support Salaries
		2300	170,355.48	Class Suprvsrs' & Admins' Sal
		2400	408,187.29	Clerical & Office Salaries
		2900	40,600.39	Other Classified Salaries
		Total Labor	7,253,046.23	

Fund	01	SACS Object	Amount	
		3101	778,319.07	STRS On 1000 Salaries
		3102	3,679.58	STRS On 2000 Salaries
		3201	24,126.57	PERS On 1000 Salaries
		3202	251,474.27	PERS On 2000 Salaries
		3301	78,716.56	
		3302	119,087.50	
		3401	560,197.68	
		3402	239,018.75	
		3501	2,775.72	State Unemploy On 1000 Salary
		3502	849.75	State Unemploy On 2000 Salary
		3601	106,772.82	Worker'S Comp Ins On 1000 Sal
		3602	32,739.44	Worker'S Comp Ins On 2000 Sal
		3701	57,905.70	
		3702	32,036.47	
		Total Contributions	2,287,699.88	

Fund	11	SACS Object	Amount	
		1100	8,088.82	Teachers' Salaries
		1300	617.27	Cert Suprvsrs' & Admins' Sal
		2100	4,391.13	Instructional Aides' Salaries
		2200	1,979.82	Classified Support Salaries
		2400	10,765.16	Clerical & Office Salaries
		Total Labor	25,842.20	

Fund	11	SACS Object	Amount	
		3101	1,256.28	STRS On 1000 Salaries
		3202	2,661.40	PERS On 2000 Salaries
		3301	117.90	
		3302	1,226.42	
		3401	805.09	
		3402	2,866.76	
		3501	4.35	State Unemploy On 1000 Salary
		3502	8.56	State Unemploy On 2000 Salary
		3601	167.47	Worker'S Comp Ins On 1000 Sal
		3602	329.62	Worker'S Comp Ins On 2000 Sal
		Total Contributions	9,443.85	

Fund	12	SACS Object	Amount	
		1300	778.05	Cert Suprvsrs' & Admins' Sal
		2100	5,978.73	Instructional Aides' Salaries
		2400	737.00	Clerical & Office Salaries
		Total Labor	7,493.78	

Fund	12	SACS Object	Amount	
		3101	112.27	STRS On 1000 Salaries
		3102	330.87	STRS On 2000 Salaries
		3202	203.03	PERS On 2000 Salaries
		3301	10.27	
		3302	210.83	
		3401	68.02	
		3402	1,480.14	
		3501	0.39	State Unemploy On 1000 Salary
		3502	3.36	State Unemploy On 2000 Salary
		3601	14.96	Worker'S Comp Ins On 1000 Sal
		3602	129.19	Worker'S Comp Ins On 2000 Sal
		Total Contributions	2,563.33	

Fund	13	SACS Object	Amount	
		2200	118,359.54	Classified Support Salaries
		2300	32,818.24	Class Suprvsrs' & Admins' Sal
		2400	14,686.51	Clerical & Office Salaries
		Total Labor	165,864.29	

Fund	13	SACS Object	Amount	
		3202	21,366.23	PERS On 2000 Salaries
		3302	11,379.65	
		3402	15,045.57	
		3502	82.91	State Unemploy On 2000 Salary
		3602	3,190.45	Worker'S Comp Ins On 2000 Sal
		Total Contributions	51,064.81	

ESCAPE ONLINE

Pay Date 07/10/2018

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE

Fund	01	SACS Object	Amount	
		1100	399,852.66	Teachers' Salaries
		1200	6,831.99	Cert Pupil Support Salaries
		1300	2,759.34	
		2100	53,672.17	Instructional Aides' Salaries
		2200	84,875.96	Classified Support Salaries
		2400	28,650.42	Clerical & Office Salaries
		2900	2,097.73	Other Classified Salaries
		Total Labor	578,740.27	

Fund	01	SACS Object	Amount	
		3101	53,801.08	STRS On 1000 Salaries
		3202	10,609.85	PERS On 2000 Salaries
		3301	6,792.95	
		3302	11,394.63	
		3501	204.77	State Unemploy On 1000 Salary
		3502	84.66	State Unemploy On 2000 Salary
		3601	7,875.69	Worker'S Comp Ins On 1000 Sal
		3602	3,256.46	Worker'S Comp Ins On 2000 Sal
		Total Contributions	94,020.09	

Fund	11	SACS Object	Amount	
		1100	1,882.82	Teachers' Salaries
		1200	815.30	Cert Pupil Support Salaries
		2100	1,232.37	Instructional Aides' Salaries
		2400	2,120.71	Clerical & Office Salaries
		Total Labor	6,051.20	

Fund	11	SACS Object	Amount	
		3101	161.86	STRS On 1000 Salaries
		3202	191.41	PERS On 2000 Salaries
		3301	23.23	
		3302	256.49	
		3501	1.35	State Unemploy On 1000 Salary
		3502	1.67	State Unemploy On 2000 Salary
		3601	51.90	Worker'S Comp Ins On 1000 Sal
		3602	64.50	Worker'S Comp Ins On 2000 Sal
		Total Contributions	752.41	

Fund	12	SACS Object	Amount	
		2100	3,828.86	Instructional Aides' Salaries
		2200	73.43	Classified Support Salaries
		2900	217.22	Other Classified Salaries
		Total Labor	4,119.51	

Fund	12	SACS Object	Amount	
		3102	61.60	STRS On 2000 Salaries
		3202	338.50	PERS On 2000 Salaries
		3302	249.01	
		3502	2.07	State Unemploy On 2000 Salary
		3602	79.24	Worker'S Comp Ins On 2000 Sal
		Total Contributions	730.42	

Fund	13	SACS Object	Amount	
		2200	30,649.78	Classified Support Salaries
		Total Labor	30,649.78	

Fund	13	SACS Object	Amount	
		3202	1,779.40	PERS On 2000 Salaries
		3302	1,737.73	
		3502	15.27	State Unemploy On 2000 Salary
		3602	589.57	Worker'S Comp Ins On 2000 Sal
		Total Contributions	4,121.97	

ESCAPE ONLINE

Pay Date 07/31/2018

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE

Fund	01	SACS Object	Amount	
		1100	982,416.69	Teachers' Salaries
		1200	260,582.13	Cert Pupil Support Salaries
		1300	498,809.30	Cert Suprvsrs' & Admins' Sal
		1900	45,931.08	Other Certificated Salaries
		2100	50,595.26	Instructional Aides' Salaries
		2200	628,333.23	Classified Support Salaries
		2300	164,648.36	Class Suprvsrs' & Admins' Sal
		2400	274,988.26	Clerical & Office Salaries
		2900	10,291.65	Other Classified Salaries
		Total Labor	2,916,595.96	

Fund	01	SACS Object	Amount	
		3101	282,854.45	STRS On 1000 Salaries
		3102	4,151.31	STRS On 2000 Salaries
		3201	8,913.88	PERS On 1000 Salaries
		3202	198,757.71	PERS On 2000 Salaries
		3301	26,049.09	
		3302	78,833.69	
		3401	150,229.23	
		3402	176,785.16	
		3501	894.03	State Unemploy On 1000 Salary
		3502	563.14	State Unemploy On 2000 Salary
		3601	33,838.23	Worker'S Comp Ins On 1000 Sal
		3602	21,367.07	Worker'S Comp Ins On 2000 Sal
		3701	59,704.39	
		3702	31,530.17	
		Total Contributions	1,074,471.55	

Fund	11	SACS Object	Amount	
		1300	617.27	Cert Suprvsrs' & Admins' Sal
		2200	2,075.62	Classified Support Salaries
		Total Labor	2,692.89	

Fund	11	SACS Object	Amount	
		3101	100.49	STRS On 1000 Salaries
		3202	374.89	PERS On 2000 Salaries
		3301	8.83	
		3302	153.34	
		3401	34.01	
		3402	375.54	
		3501	0.31	State Unemploy On 1000 Salary
		3502	1.04	State Unemploy On 2000 Salary
		3601	11.68	Worker'S Comp Ins On 1000 Sal
		3602	39.29	Worker'S Comp Ins On 2000 Sal
		Total Contributions	1,099.42	

Fund	12	SACS Object	Amount	
		1300	778.05	Cert Suprvsrs' & Admins' Sal
		Total Labor	778.05	

Fund	12	SACS Object	Amount	
		3101	126.67	STRS On 1000 Salaries
		3301	10.27	
		3401	68.02	
		3501	0.39	State Unemploy On 1000 Salary
		3601	14.73	Worker'S Comp Ins On 1000 Sal
		Total Contributions	220.08	

Fund	13	SACS Object	Amount	
		2200	15,510.33	Classified Support Salaries
		2300	22,301.97	Class Suprvsrs' & Admins' Sal
		2400	15,708.81	Clerical & Office Salaries
		Total Labor	53,521.11	

Fund	13	SACS Object	Amount	
		3202	9,666.95	PERS On 2000 Salaries
		3302	3,939.32	
		3402	8,009.89	
		3502	26.78	State Unemploy On 2000 Salary
		3602	1,013.07	Worker'S Comp Ins On 2000 Sal
		Total Contributions	22,656.01	

ESCAPE	ONLINE
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BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: August 2, 2018
SUBJECT: **Approve Revolving Cash Fund Reports (June-July, 2018)**

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

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

FUNDING: N/A

RECOMMENDATION: Approve Revolving Cash Fund Reports (June-July, 2018).

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

07/10/18

TUSD
REVOLVING CASH FUND
June 2018

Date	Num	Name	Memo	Paid Amount
06/05/2018	9416	U.S. POSTAL SERVICE	PO18-02625 400 50-cent Forever stamps	
			01-4510-0-1110-2150-5900-810-2704	-200.00
TOTAL				-200.00
06/06/2018	9417	Gray Step Software Inc	Conference THS, Hartenstein, Adame	
			01-0000-0-1110-2700-5200-600-6102	-740.00
TOTAL				-740.00
06/08/2018	9418	U.S. POSTAL SERVICE	PO18-00407 Postage and stamps	
			01-0000-0-0000-7400-5900-810-8001	-200.00
TOTAL				-200.00
06/13/2018	9419	CASHIER DEPT. OF PESTICIDE R...	Pesticide Regulation Exam- Minten, Alexander	
			01-8150-0-0000-8110-5200-800-9502	-280.00
TOTAL				-280.00
06/13/2018	9420	COSTCO	PO18-02898 Photo Center order#357788528	
			01-7338-0-1110-1000-5800-800-2764	-53.19
TOTAL				-53.19
06/19/2018	9421	DEPARTMENT OF SOCIAL SERVI...	PO18-01901 Villalovoz Preschool	
			01-9015-0-7110-1000-5300-430-2728	-363.00
TOTAL				-363.00

08/01/18

TUSD
REVOLVING CASH FUND
July 2018

Date	Num	Name	Memo	Paid Amount
07/02/2018	9422	DEPARTMENT OF MOTOR VEHIC...	01-0723-0-1110-3600-5800-840-9702	
TOTAL				0.00
07/02/2018	9422	DEPARTMENT OF MOTOR VEHIC...	01-0724-0-5750-3600-5800-840-9702	
TOTAL				0.00
07/02/2018	9423	DEPARTMENT OF MOTOR VEHIC...	01-0723-0-1110-3600-5800-840-9702	
TOTAL				0.00
07/02/2018	9423	DEPARTMENT OF MOTOR VEHIC...	01-0724-0-5750-3600-5800-840-9702	
TOTAL				0.00
07/02/2018	9424	DEPARTMENT OF MOTOR VEHIC...	01-0723-0-1110-3600-5800-840-9702	
TOTAL				0.00
07/02/2018	9424	DEPARTMENT OF MOTOR VEHIC...	01-0724-0-5750-3600-5800-840-9702	
TOTAL				0.00
07/02/2018	9425	DEPARTMENT OF MOTOR VEHIC...	01-0723-0-1110-3600-5800-840-9702	
TOTAL				0.00
07/02/2018	9425	DEPARTMENT OF MOTOR VEHIC...	01-0724-0-5750-3600-5800-840-9702	
TOTAL				0.00
07/19/2018	9441	Jeanette Rios	01-0000-0-1110-2490-2905-806-8101	
TOTAL				0.00
07/02/2018	9422	DEPARTMENT OF MOTOR VEHIC...	VOID: PO19-00041 FEES	
TOTAL				0.00
07/02/2018	9423	DEPARTMENT OF MOTOR VEHIC...	VOID: PO19-00041 FEES	
TOTAL				0.00
07/02/2018	9424	DEPARTMENT OF MOTOR VEHIC...	VOID: PO19-00041 FEES	
TOTAL				0.00
07/02/2018	9425	DEPARTMENT OF MOTOR VEHIC...	VOID: PO19-00041 FEES	
TOTAL				0.00

08/01/18

TUSD
REVOLVING CASH FUND
July 2018

Date	Num	Name	Memo	Paid Amount
07/02/2018	9426	DEPARTMENT OF MOTOR VEHIC...	PO19-00041 FEES	
			01-0723-0-1110-3600-5800-840-9702	-29.20
			01-0724-0-5750-3600-5800-840-9702	-43.80
TOTAL				-73.00
07/09/2018	9427	P & L MARKETING, INC	Pesticide Applicator Exam Prep 7/13/2018 Mi...	
			01-8150-0-0000-8110-5200-800-9502	-750.00
TOTAL				-750.00
07/10/2018	9428	DEPARTMENT OF MOTOR VEHIC...	PO19-00041 FEES	
			01-0723-0-1110-3600-5800-840-9702	-38.00
			01-0724-0-5750-3600-5800-840-9702	-38.00
TOTAL				-76.00
07/10/2018	9429	DEPARTMENT OF MOTOR VEHIC...	PO19-00041 FEES	
			01-0723-0-1110-3600-5800-840-9702	-38.00
			01-0724-0-5750-3600-5800-840-9702	-38.00
TOTAL				-76.00
07/10/2018	9430	DEPARTMENT OF MOTOR VEHIC...	PO19-00041 FEES	
			01-0723-0-1110-3600-5800-840-9702	-38.00
			01-0724-0-5750-3600-5800-840-9702	-38.00
TOTAL				-76.00
07/10/2018	9431	DEPARTMENT OF MOTOR VEHIC...	PO19-00041 FEES	
			01-0723-0-1110-3600-5800-840-9702	-38.00
			01-0724-0-5750-3600-5800-840-9702	-38.00
TOTAL				-76.00
07/10/2018	9432	CALIFORNIA HIGHWAY PATROL	PO19-00030 FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
07/10/2018	9433	CALIFORNIA HIGHWAY PATROL	PO19-00030 FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
07/10/2018	9434	CALIFORNIA HIGHWAY PATROL	PO19-00030 FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00

08/01/18

TUSD
REVOLVING CASH FUND
July 2018

Date	Num	Name	Memo	Paid Amount
07/10/2018	9435	CALIFORNIA HIGHWAY PATROL	PO19-00030 FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
07/10/2018	9436	CALIFORNIA HIGHWAY PATROL	PO19-00030 FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
07/19/2018	9437	BEATRICE DELARA TORRES	Late timesheet	
			01-6500-0-5770-1110-2105-806-2542	-83.47
TOTAL				-83.47
07/19/2018	9438	Sharon E. Germolus	Late timesheet	
			01-0000-0-1110-2490-2905-250-3002	-6.49
TOTAL				-6.49
07/19/2018	9439	Anuja Anna Mathew	Late timesheet	
			01-3310-0-5770-1110-2100-253-2542	-653.88
TOTAL				-653.88
07/19/2018	9440	Michele D. McAbee	Late timesheet	
			01-0000-0-1110-2490-2907-250-3002	-11.50
TOTAL				-11.50
07/19/2018	9441	Jeanette Rios	VOID: Late timesheet	
TOTAL				0.00
07/19/2018	9442	Debbie Rivera-Tibebu	Late timesheet	
			01-0000-0-1110-2490-9505-806-8101	-10.99
TOTAL				-10.99
07/19/2018	9443	Rosa Sanchez	Late timesheet	
			01-6500-0-5770-1110-2105-806-2542	-153.03
TOTAL				-153.03
07/19/2018	9444	Elizabeth Vera	Late timesheet	
			01-0000-0-1110-1000-2107-250-3002	-47.90
TOTAL				-47.90

08/01/18

TUSD
REVOLVING CASH FUND
July 2018

Date	Num	Name	Memo	Paid Amount
07/19/2018	9445	HELEN ZILLER	Late timesheet	
			01-6500-0-5770-1110-2105-806-2542	-159.10
TOTAL				-159.10



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 1, 2018
SUBJECT: Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
MEASURE B BOND
AUGUST 14, 2018
SUMMARY OF SERVICES**

A. Vendor:	ACME Construction
Site:	Central School Renovation – Interim Housing
Item:	Change Order #1 - Ratify
Services:	Scope of work documented on the change order summary.
Cost:	\$87,358.00 Deduction from original contract amount, which includes the full contingency allowance.
Project Funding:	Measure B Bond Fund and State School Building Fund (SSBF)



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: July 19, 2018
SUBJECT: Approve Specialized Grant Funding for the 2018-2019 Agriculture Incentive Grant for West High School

BACKGROUND: The State Department of Education requires that school districts submit an application in order to receive funding for the Agriculture Incentive Grant, and that this application be approved by the local school board.

RATIONALE: The Grant provides additional money for materials, travel and equipment for students and teachers. By accepting these funds, the District agrees to supplement the Agricultural program by an in-kind match of the funds in the amount of \$19,632.00. This 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 grant will provide \$19,632.00 and the District is responsible to supply in-kind matching funds. The matching funds have already been accounted for through the ROP budget of the Agriculture department at West High School. No additional funds are required from the District.

RECOMMENDATION: Approve Specialized Grant Funding for the 2018-2019 Agriculture Incentive Grant for West High School.

Prepared by: Dr. Zachary Boswell, Principal, Merrill F. West High School

California Department of Education
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
2018-19 APPLICATION FOR FUNDING
(Due Date: To be received in Regional Supervisor's Office by June 30, 2018)

Merrill F. West High School

School Site

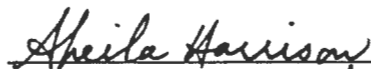
Tracy Unified School District

District

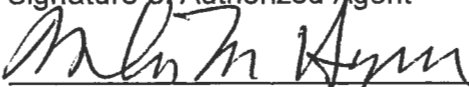
Please include the following items with your application:

- ☒ Eligibility Determination Sheet
- ☐ Variance Request Form (if applicable)
- ☐ Quality Criterion 12 Form (if applicable)
- ☒ Award Estimator and Budget Sheet
- ☒ List of Agriculture Teachers

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.



Signature of Authorized Agent



Signature of Agriculture Teacher
Responsible for the Program

Assoc. Supt. of Educational Services

Authorized Agent Title



Signature of Principal

Contact Phone Number: (209) 815-7276

Date of Local Agency Board Approval: 08/14/18
(Expected)

ANNUAL FFA CHAPTER ACTIVITIES CHECK SHEET

Year 17-18 School Merrill F. West

Must meet at least 12 areas

ACTIVITY	NUMBER OF PARTICIPANTS
Attended the following:	
Greenhand Conference	25
Made For Excellence Conference	3
Advanced Leadership Academy	4
Chapter Officer Leadership Conference	6
Spring Region Meeting	3
State Leadership Conference	6
National Convention	0
Submitted the following:	
State Degree Application	4
American Degree Application	0
Proficiency Award Application - Section	0
Chapter Award Application - State	0
Scholarship Application - State	0
Participated in the following:	
Opening and Closing Contest - Section	6
Best Informed Greenhand Contest - Section	0
Co-Op Marketing Quiz - Section	0
Creed Recitation - Section	1
Extemporaneous Speaking - Section	0
Job Interview - Section	2
Impromptu Speaking - Section	2
Prepared Speaking - Section	0
Parliamentary Procedure - Section	0
County/District Fair/Show	12
Career Development Teams (other than those identified above)	
1 Agronomy Team	4
2 Floriculture Team	5
3 Livestock Judging	5
Other Activity Above the Chapter Level (Leadership Events/Additional CDE Teams)	
1 Pest Team	4
2 Poultry Judging	3
3 TUSD Trustee Presentations (5)	12
4 Tracy Programs Mixers (2) Section, Delta Charter and West	6
5 San Joaquin AGFEST Breeding and Market Shows	12
TOTAL AREAS MET	125

INCENTIVE GRANT IN-SERVICE ACTIVITIES DOCUMENTATION

CRITERIA 4.B

School Year

2017-2018

School

Merrill F. West

Based on the previous year's record, every agriculture teacher, teaching at least ½ time agriculture, attends a minimum of four of the following professional development activities:

Qualified and Competent Personnel

ACTIVITIES	TEACHERS NAMES							
	Dajani	Ferrell	Hepner	Minton				
Full Region Meeting	X	X	X	X				
Region In-service Day	X	X	X	X				
Spring Region Meeting	X	X	X	X				
Section In-service*	X	X	X	X				
Section In-service*	X	X	X	X				
Section In-service*								
Section In-service*								
Summer Conference	X	X	X	X				
University AgEd Skills Week				X				
Professional Development **	X	X	X	X				

*Four Section In-service Meetings equals one Professional Development Activity

Can utilize a maximum of two other "Agriculturally Related" Professional Development activities than those listed above. Explain the Professional Development:

- 1 TUSD TTIP New Teacher Induction Program - 5 Days of Pre-Service for Dajani and Ferrell
- 2 TUSD Induction/Internship/IMPACT Program for the 2nd Year- 8 (2hour) for Minton and 4 (2hour) for Dajani
- 3 TUSD Sponsored PLC Training for 4 days and 1 BBD for Ferrell and Minton
- 4 TUSD sponsored Mentoring Matters Training - 3 (8 hour) days and 8 (2 Hour) after school meetings for Hepner

5 WEST High WASC review participation and Focus Group leadership for 10 ERM dates and 2 BBDs all teachers

California Department of Education
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
2018–19 APPLICATION FOR FUNDING
(Due Date: To be received in Regional Supervisor's Office by June 30, 2018)

Merrill F. West High School

Tracy Unified School District

School Site

District

Please include the following items with your application:

- ☒ Eligibility Determination Sheet
- ☐ Variance Request Form (if applicable)
- ☐ Quality Criterion 12 Form (if applicable)
- ☒ Award Estimator and Budget Sheet
- ☒ List of Agriculture Teachers

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

Signature of Authorized Agent

Assoc. Supt. of Educational Services

Authorized Agent Title

Signature of Agriculture Teacher
Responsible for the Program

Signature of Principal

Contact Phone Number: (209) 815-7276

Date of Local Agency Board Approval: 08/14/18
(Expected)

Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET **ALL** THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

- ☒ 1. Curriculum and Instruction
- ☒ 2. Leadership and Citizenship Development
- ☒ 3. Practical Application of Occupational Skills
- ☒ 4. Qualified and Competent Personnel
- ☒ 5. Facilities, Equipment, and Materials
- ☒ 6. Community, Business, and Industry Involvement
- ☒ 7. Career Guidance
- ☒ 8. Program Promotion
- ☒ 9. Program Accountability and Planning

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA, PLEASE
CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

☐ Yes ☒ No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A **VARIANCE REQUEST FORM** FOR EACH AND CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

IF YOU DO NOT MEET **ALL** REQUIRED QUALITY CRITERIA LISTED ABOVE,
AND YOU ARE **NOT** SUBMITTING A VARIANCE REQUEST FORM

STOP

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL
CAREER TECHNICAL EDUCATION INCENTIVE GRANT.

California Department of Education
 AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
 2018–19 APPLICATION FOR FUNDING
 (Due Date: To be received in Regional Supervisor's Office by June 30, 2018)

Award Estimator

DATES OF PROJECT DURATION: JULY 1, 2018 TO JUNE 30, 2019

Applicant Information (please fill in the underlined fields)

Number of Different Agriculture Teachers at Site (Please attach a separate list of Agriculture teachers' names):	4
Total Number of Students from the prior fiscal year R-2 Report:	579
Number of teachers meeting Criterion 10 (see instructions for more information):	0
Number of teachers meeting Criterion 11a (see instructions for more information):	4
88 Number of teachers meeting Criterion 11b (see instructions for more information):	1
Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)?	N

Award Calculations

Part 1: Based on your number of agriculture teachers at the site: (Please attach a separate list of Agriculture teachers' names):	\$ 5,000.00
Part 2: Based on \$8.00 per member listed on the R-2 Report:	\$ 4,632.00
Part 3a: Based on number of teachers meeting Criterion 10:	\$ 0.00
Part 3b: Based on number of teachers meeting Criterion 11a:	\$ 8,000.00
Part 3c: Based on number of teachers meeting Criterion 11b:	\$ 2,000.00
Part 4: Based on meeting all criteria on the Quality Criterion 12 Form:	\$ 0.00
Total Estimated Award:	\$ 19,632.00

California Department of Education
 AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
 2018–19 APPLICATION FOR FUNDING
 (Due Date: To be received in Regional Supervisor's Office by June 30, 2018)

Budget Sheet

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000).
 Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

Amount left to Allocate: \$ 0.00

4000: Books & Supplies

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Supplies and Maintenance	\$ 6,632.00	\$ 6,632.00
	Subtotal for 4000	\$ 6,632.00	\$ 6,632.00

5000 Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Leadership Conferences	\$ 3,000.00	\$ 3,000.00
2.	Transportation	\$ 5,000.00	\$ 5,000.00
3.	Reference Textbook Purchase	\$ 3,000.00	\$ 3,000.00
4.	Professional Development	\$ 2,000.00	\$ 2,000.00
5.			
6.			
7.			
8.			
9.			
10.			
	Subtotal for 5000	\$ 13,000.00	\$ 13,000.00

6000 Capital Outlay, including sites, buildings, improvement of buildings, and equipment

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.			
2.			
3.			
4.			
5.			
	Subtotal for 6000	\$ 0.00	\$ 0.00

Total Allocated Funds: \$ 19,632.00 \$ 19,632.00

California Department of Education
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
2018–19 APPLICATION FOR FUNDING
(Due Date: To be received in Regional Supervisor's Office by June 30, 2018)

VARIANCE REQUEST FORM

PLEASE NOTE: EACH CRITERION FOR WHICH A VARIANCE IS REQUESTED MUST BE COMPLETED ON A SEPARATE FORM

Variance Request for Funding Year:

Merrill F. West High School

Tracy Unified School District

School Site

District

1. Standard and criterion for which variance is requested:

Standard Number:
Criterion Number:
2. Reasons why the criterion is not being met at this time (use additional pages if needed):
3. Steps to be taken in order to meet this criterion (use additional pages if needed):

Name of Agriculture Teacher
Responsible for the Program

Signature of Agriculture
Teacher Responsible for the Program

Name of Principal

Signature of Principal

Name of Regional Supervisor

Signature of Regional Supervisor

QUALITY CRITERION 12 FORM

~~_____ Agricultural programs meeting all of the required Quality Criteria (Criteria 1—~~
~~9) may qualify for an additional \$7,500 by also meeting Criterion 12.~~

Please check each qualifying condition you meet, below.

This form, along with the appropriate verification, must be submitted
with the Agricultural Career Technical Education Incentive Grant
Application by the application deadline.

Number of Students on Previous Year's R-2 Report: _____

12A: Leadership and Citizenship Development

☐ Number of activities on the approved FFA Activity list in which the local chapter
participated (Must participate in at least 80 percent of the activities)

12B: Practical Application of Occupational Skills

☐ Number of students who received the State FFA
Degree (Must be at least 5 percent of the R2
number)

12C: Qualified and Professional Activities

☐ Number of teachers who attended a minimum of five professional in-service
activities (Must attach approved In-service Activities Verification Page)

12D: Community, Business, and Industry Involvement

☐ Number of meetings held by the local Agriculture Advisory
Committee (Must be at least three, with minutes attached)

Name of Agriculture Advisory Committee Chair: _____

Phone Number of Agriculture Advisory Committee Chair: _____

12E: Retention

☐ Number of students from the 2014 freshman cohort who completed 3 or 4
years of Agriculture Education courses must be at least 30% of the 2014
freshman cohort

12F: Graduate Follow-Up

☐ Number of program completers graduating last year

☐ Number of those who graduated who are employed in agriculture, in the military,
or continuing their education (must be at least 75 percent of the program
completers). Attach graduate follow-up report



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: July 27, 2018
SUBJECT: **Approve Agreement for Special Contract Services with Dr. Nicoline Ambe - Keynote Speaker to Parents and Staff at South/West Park School for the 2018-2019 School Year**

BACKGROUND: As part of the South/West Park Elementary School Plan Evaluation this year, the school administration determined there is a critical need to provide parenting skills for parents and staff at South/West Park School. The School Site Council approved a total of \$5,000 of Title 1 funds for parenting workshops during the 2018-2019 school year.

RATIONALE: South/West Park is a Title 1 school with over 75% of students qualified for free and reduced meals. With over 880 students, parent involvement is critical for student success. Fewer than 10% of parents participate in parenting workshops provided to help support their children academically and socially at home. Test results show less than 33% of students in grades 3-5 are proficient in state testing, therefore, additional support is necessary to help parents support their children academically at home. 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 career goals; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing student's academic, social and emotional potential.

FUNDING: The total cost of this program is \$5,000 and will be paid with Site Title 1 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Dr. Nicoline Ambe - Keynote Speaker to Parents and Staff at South/West Park School for the 2018-2019 School Year.

Prepared by: Ramona Soto, Principal, South/West Park 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 Dr. Nicoline Ambe, 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: Keynote Speaker for Parents and Staff. Helping Parents Raise High Achievers

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 Two (2) () [] HOURS [x] DAYS, under the terms of this agreement at the following location 500 W. Mt Diablo, Tracy.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 5,000 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 5,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
 - c. District shall make payment on a [x] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 29, 2018, and shall terminate on January 30, 2019.
5. This agreement may be terminated at any time during the term by either party upon Thirty (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, Ramona Soto, at (209) 830-3335 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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


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

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

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.
11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause at employee's request.
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.

Proprietary materials will be exempted from this clause.

AGREED:

 Speaker
Contractor Signature Title

Tracy Unified School District

IRS Identification Number

Date

Speaker / Consultant
Title

Account Number to be Charged

16108 Haskins Lane
Address

Department/Site Approval

Carson, CA 90746

Budget Approval

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
DATE: July 27, 2018
SUBJECT: **Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt: International Center for Leadership in Education (ICLE) to Provide Professional Development with ICLE Consultant Emily Freeland for 3 Additional Days in the 2018-2019 School Year for New Administrators and District Teacher Leaders**

BACKGROUND: The International Center for Leadership in Education (ICLE), a division of Houghton Mifflin Harcourt (HMH), is uniquely qualified to assist Tracy Unified School District with the development and implementation of our continued district-wide initiative to foster rigorous and relevant learning environments. Since 1991, ICLE has been at the forefront of promoting rigorous and relevant instruction and developing effective instructional leaders. ICLE has produced proven strategies, techniques, and research-based programs that have helped states, districts, and schools drive student achievement through data driven instruction. As a division of HMH, ICLE is best able to support Tracy Unified in making connections between the designed Units of Study and the need to move toward increasing rigor, relevance, and relationships for all students.

RATIONALE: The International Center for Leadership in Education (ICLE) of Houghton Mifflin Harcourt partnered with the District to provide staff development beginning in 2014 with the Rigorous Curriculum Design (RCD) process. During the 2017-2018 school year, the District partnered with them to provide professional development in the Rigor/Relevance Framework to District and site administrators and teachers. Through a comprehensive and blended approach, this contract will be tailored to support our continued implementation of the California Standards through a series of courses and coaching to fit our leadership needs, as well as the context of the District. The implementation process is supported by an online tool, accessible by both Administrators and ICLE Leadership Consultants, where school-specific data is collected, goals are set, and progress is monitored to continue to build effective instructional leaders, capable of unlocking the instructional power of each teacher and, in turn, the learning potential of all students.

This contract is in addition to the existing contract for the 2018-2019 school year between the District and ICLE to provide professional development to administrators and teachers. This contract includes 3 full-day, on-site sessions with District and Site leadership and ICLE consultant Emily Freeland. The purpose of this professional development is to train and support new administrators and teachers in District leadership roles in the Rigor/Relevance Framework. The Training dates are August 31, 2018, September 12, 2018 and one additional date TBD.

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 careers; District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal,

operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost for the 3 days of professional development training is \$9,750.00 and will be paid by District Carryover Title I funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt: International Center for Leadership in Education (ICLE) to Provide Professional Development with ICLE Consultant Emily Freeland for 3 Additional Days in the 2018-2019 School Year for New Administrators and District Teacher Leaders.

Prepared by: Dr. Sheila Harrison, Associate Superintendent of Educational Services

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and International Center of Leadership in Education (ICLE) A Division of Houghton Mifflin Harcourt, 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: Leadership for Rigorous Learning:
Three full-day, on-site professional development sessions in the Rigor/Relevance Framework for the CA Content Standards with District and Site
Leadership of Tracy USD and ICLE consultant Emily Freeland on August 31, 2018, September 12, 2018 and one additional date TBD.
See attached ICLE contract.

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 Three () [] HOURS [X] DAYS, under the terms of this agreement at the following location TUSD Sites.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 9750.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 9750.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] 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 August 15, 2018, and shall terminate on June 30, 2019.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Dr. Sheila Harrison, at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described. _____
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [☒] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Lisa Jacobson July 30, 2018
Contractor Signature Title

IRS Identification Number

Director, Business Desk

Title

ICLE, c/o Houghton Mifflin Harcourt

Address

125 High Street, Boston, MA 02110

Attn: Lisa Jacobson, Business Desk

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



Leadership for Rigorous Learning - Coaching

Building a Culture to Support Instructional Excellence

Proposed Comprehensive Scope of Work for Tracy Unified School District

What ICLE Heard

Tracy Unified School District is committed to increasing student achievement by focusing on continued leadership development, rigorous and relevant instructional strategies connected to the rigor of the Common Core State Standards, and effective use of collaborative planning time and student data and evidence. Over the last several years, these initiatives have been implemented with varying degrees of success. Now the district would like to build upon the work begun in 2016 by focusing on maintaining consistent, high levels of implementation across the entire district, while developing strong leaders and building internal capacity.

How ICLE Can Help

The International Center for Leadership in Education (ICLE), a division of Houghton Mifflin Harcourt, is uniquely qualified to assist Tracy Unified School District with the development and implementation of a district-wide initiative to foster rigorous and relevant learning environments. Since 1991, ICLE has been at the forefront of promoting rigorous and relevant instruction and developing effective instructional leaders. ICLE has produced proven strategies, techniques, and research-based programs that have helped states, districts, and schools drive student achievement through data driven instruction.

Over the past two decades, the International Center for Leadership in Education (ICLE) has been devoted to observing, studying, and supporting the transformation of the nation's most rapidly improving schools. Through years of extensive research, Founder and Chairman Bill Daggett concluded that the key to improving student performance is a tireless focus on providing rigorous and relevant instruction, and that every level of the education organization must be tightly aligned and carefully coordinated around that singular goal. These conclusions are the basis for the frameworks and tools that will guide our collaboration and partnership with Tracy USD.



Our Recommended Strategy

Through our conversations, the following components have been tailored to meet your district's specific needs to help you move toward increasing rigor, relevance and relationships for all students:

PHASE 2: DEEPENING THE SKILLS

- District Services:
 - Component 1: Personalized Coaching - Leadership for Rigorous Learning

Implementation Flexibility and Ongoing Progress Monitoring

We work to understand the unique characteristics, practices, and challenges of each district and school with which we partner. Through a comprehensive and blended approach, we will tailor your implementation of courses and coaching to fit your leadership needs, as well as the context of your district. The implementation process is supported by an online tool, accessible by both participants and leadership coaches, where school-specific data is collected, goals are set, and progress is monitored.

PHASE 2: DEEPENING THE SKILLS

A common understanding of the Rigor/Relevance Framework and a system-wide approach to rigor, relevance and relationships provides leadership teams with the skills required to implement a collaborative approach to teacher support. The purpose of Year 2 is to deepen leadership skills in the area of organizational and instructional leadership. Leadership courses and coaching modules will focus on providing effective feedback to teachers, building leadership capacity, and using classroom data in a meaningful way.

➤ Component 2: Personalized Coaching - Leadership for Rigorous Learning

All ICLE Professional Development Sessions are personalized to the needs of the school and district. Before each session, the consultant will have a meeting with the district leadership team to plan the session, and align the work to the overall vision. Building on the *Foundations of Leadership for Rigorous Learning* from Year 1, the *Deepening Leadership for Rigorous Learning* skills are designed to sharpen instructional leadership and initiate a process for measuring progress toward increasing rigor, relevance and engagement in learning.

Leadership for Rigorous Learning includes several “foundational skills,” which build the capacity of leaders, focusing on a deep understanding of rigorous learning, growing awareness of the need for systemwide change, and using student data and evidence to generate solutions for areas of concern. These skills will act as a framework upon which to build the personalized sessions.



Deepening Leadership for Rigorous Learning Skills

Skill 1: Supporting Teachers to Increase Student Learning

Skill 2: Collaborating to Increase the Relevance of Learning

Skill 3: Communicating Effectively to Increase Learner Engagement

Skill 4: Establishing a Clear Focus and Taking Action on Data

Skill 1: Supporting Teachers to Increase Student Learning

Great leaders have the ability to model expectations, create effective communities of practice and support teachers as they provide high quality instructional opportunities. In this engaging and interactive course, leaders will focus on key elements for creating a collaborative approach to supporting teachers as they increase their instructional effectiveness. Leaders will identify powerful teaching strategies, engage in the collaborative instructional review process, and, ultimately, support teachers in improving student outcomes.

Learning Outcomes:

- Shift focus from teacher evaluation to a collaborative approach
- Create a system-wide approach to effective instruction
- Establish a common definition and expectations for rigor, relevance, and engagement
- Prepare for a pre-visit meeting with a teacher

Skill 2: Collaborating to Increase the Rigor of Student Learning

Instructional effectiveness can only be determined by thoughtful observation and knowledge of practices. In this experience course, leaders will closely examine rigor indicators that include thoughtful work, high-level questioning and academic discussion. Leaders will practice classroom observations to gauge the level of relevance and collectively calibrate their findings. Leaders will engage further in the *Collaborative Instructional Review Process* to build capacity in providing effective feedback to support teachers.

Learning Outcomes:

- Facilitate an effective Pre-Visit meeting
- Calibrate student learning for evidence of rigor
- Explore instructional strategies to increase rigorous student work, high-level questioning, and academic discussion
- Facilitate an effective debrief meeting
- Begin action planning for implementing the process

Skill 3: Communicating Effectively to Increase Relevance and Learner Engagement

To increase student learning, leaders must be able to observe practice, develop recommendations, and effectively provide feedback to teachers. In this experience, leaders will identify strategies to increase their effectiveness in communicating how to increase relevance and learner engagement. Leaders will reflect on planning tools and classroom



observations to gauge the levels of relevance and engagement and calibrate their findings. Leaders will then engage in strategies to make feedback more meaningful and authentic to teachers.

Learning Outcomes:

- Build a common vocabulary for relevance and learner engagement
- Identify key instructional strategies to increase relevance and learner engagement in student learning
- Calibrate relevance and learner engagement for student learning and instructional design
- Increase communication strategies to strengthen instructional coaching

Skill 4: Establishing a Clear Focus and Taking Action on Data

Putting together a plan of action and strategies for implementation is critical to the success of the *Collaborative Instructional Review Process*. In this experience, leaders will bring together all of the skills of the *Collaborative Instructional Review Process* to guide them in establishing an area of focus for implementation. Teams will collaboratively create an implementation calendar and teacher roster. Strategies to monitor progress and review data reports based on the process will be used to drive decision-making. Leaders will leave this session with strategies for engaging staff in the process, and a draft communication plan to share with appropriate stakeholders.

Learning Outcomes:

- Effectively use data to inform decision-making around instructional strategies to raise rigor, relevance, and engagement
- Establish a focus for implementing the collaborative instructional review process
- Develop an implementation calendar to monitor progress
- Increase staff engagement to gain their commitment
- Determine a communication plan for stakeholders

JOB-EMBEDDED LEADERSHIP COACHING:

Coaches and instructional leaders will engage in the *Collaborative Instructional Review Process*, supported by a comprehensive digital tool, the Professional Learning Portal, that supports the collaborative process as well as a walkthrough model. Leaders will engage in classroom observations, working toward transitioning to the full-cycle, four-step *Collaborative Instructional Review Process* which includes:

- *Pre-visit Meeting*
- *Classroom Visit*
- *Debrief*
- *Application*



Dashboard

Full Cycle Visit

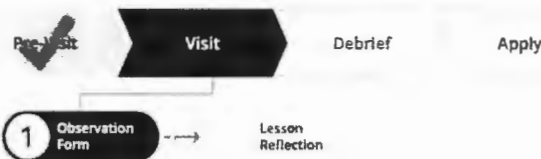
Visits

TEACHER
Teacher Demo
Demo Middle School
Math
Grade 6

VISIT
Visit: 6/27/2016 11:00 am
Instructional Coach: Demo Coach

DSFI

Reports



The four phases of the CIR process focus on the importance of open dialogue, targeted feedback, reflective practice, and ongoing application.

- **Pre-visit Meeting:** During the pre-visit meeting, the ICLE coach and leader sit down with the teacher to discuss the standards-aligned lesson that will be observed during the classroom visit. Using the pre-observation form submitted by the teacher, the leader facilitates a collaborative conversation to build understanding, clarify expectations, establish the focus for the classroom visit, and review the criteria in the rubrics that will be used during the visit.
- **Classroom Visit:** During the visit, the ICLE coach and leader observe classroom instruction. Guided by the online tool, the leader identifies and documents evidence of rigor, relevance, and engagement (see image below) in student learning which will inform the observation report and debrief discussion. During the classroom visit, the coach and leader observe student learning 80% of the time, instructional design 20% of the time.

		INSTRUCTIONAL STRATEGIES			GENERAL NOTES								
		Rigor		Relevance		Engagement							
		Thoughtful Work		High-Level Questioning		Academic Discussion							
		Learning Progression		1 - Beginning		2 - Emerging		3 - Developed		4 - Well Developed		Not Observed	
	Student Learning	Students demonstrate their learning by completing recall and recall tasks. Most tasks draw on memorization and focus on answering recall-type questions.		Students demonstrate their learning by completing tasks that require comprehension. There are opportunities for students to demonstrate mastery through learning tasks that require them to apply knowledge and comprehend content.		Students demonstrate their learning by completing tasks that validate their ability to analyze, synthesize, and/or evaluate new instructional content. Tasks include the opportunity for students to respond to content through inquiry and interpretation.		Students develop their own learning task that stretches their creativity, originality, design or adaptation. Tasks include the opportunity for students to assess their own learning and move forward where they adapt their knowledge on new activities.		Not Observed			
	Instructional Design	Learning tasks include one assigned way for students to demonstrate their thinking.		Learning tasks include one or more assigned ways for students to demonstrate their thinking.		Learning tasks offer students to self-select options to best represent their thinking.		Learning tasks extend students' learning, inspiring them to pursue self-discovery.		Not Observed			
Clear Selection													

- **Debrief:** The ICLE coach and leader meet with the teacher to review findings and provide meaningful formative feedback focused on rigor, relevance, and engagement for that specific lesson. Through a collaborative discussion about the instructional strategies

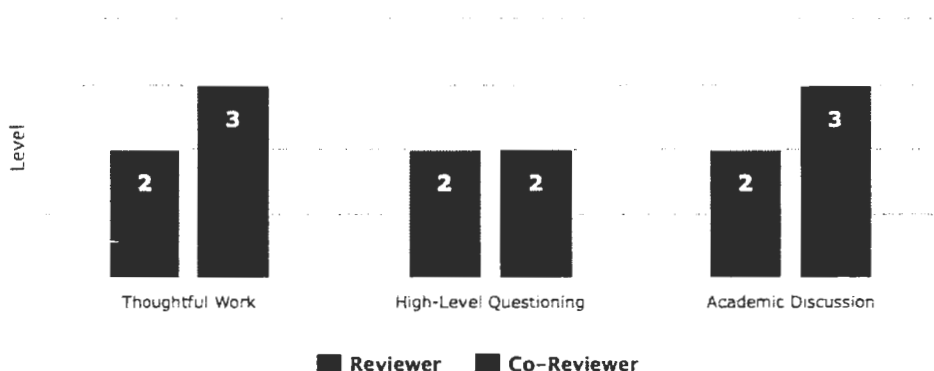


aligned to increase student learning and notes from the observation report, leaders support the teacher in action planning and applying targeted and actionable feedback in the classroom, fostering a collaborative relationship in which the teacher feels supported rather than evaluated.

- **Application:** Collaboratively, the ICLE coach and leader work with the teacher to develop goals and actions based on the experience and apply what they have learned to future lessons.

Data Collection and Progress Monitoring

The professional learning portal has the capability to provide teachers with individual reports as well as leaders with comparative data as they calibrate observations for rigor, relevance and engagement. School-wide reports will aggregate data across multiple classrooms to provide an overview of student learning.



Potential Coaching Modules

Monthly job-embedded leadership coaching for district and school leaders is **tailored** to the unique needs of each leadership team and DISTRICT. Module topics may include:

- Ensuring that teacher and administrator selection, support and evaluation systems are aligned to common standards and goals
- Establishing consistent processes and procedures
- Ongoing planning and implementation monitoring
- Providing the resources and motivation to ensure that decision making is supported by quality data systems and analysis
- Re-envisioning the learning environment
- Recognizing the need to enhance instructional effectiveness in order to keep pace with changing economic pressures, technologies, demographics and social structures
- Understanding and applying strategies that cultivate learner engagement
- Understanding and applying the Rigor/Relevance Framework as a “common language” for curriculum, instruction and assessment
- Using research and data to identify and understand high-priority learning standards



Investment Summary

Component	Investment
Component 1: Personalized Coaching - Leadership for Rigorous Learning (3 days) <i>Three full-day, on-site sessions with District and Site Leadership of Tracy USD and ICLE consultant Emily Freeland.</i> <ul style="list-style-type: none">- August 31, 2018- September 12, 2018- 1 date TBD <i>All learning and coaching sessions will be personalized to meet the needs of the participant group. Please refer above for session skills.</i>	\$9,750*
Total (All-inclusive) - *Price inclusive of special quantity and "preferred client" discounts	\$9,750.00*

Contact Us:

Lisa Padilla
Partnership Executive - California
Lisa.Padilla@hnhco.com
Mobile: 559.577.7762

Garrett Boyd
Inside Partnership Executive - California
Garrett.Boyd@hnhco.com
Mobile: 303.513.1892
Office: 720.473.7453

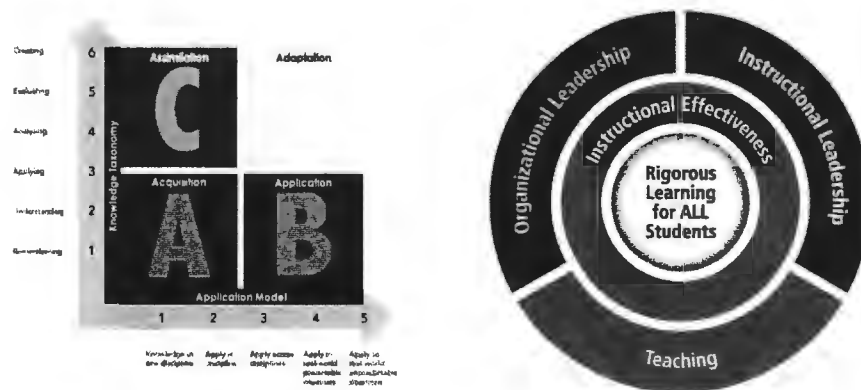
Kyra Donovan
Director of Professional Learning
KDonovan@leadered.com
Mobile: 503.349.9022

International Center for Leadership in Education
A division of Houghton Mifflin Harcourt
5680 Greenwood Plaza Blvd, Suite 550
Greenwood Village, CO 80111
www.leadered.com

APPENDIX

➤ ICLE's Approach to Rigorous Learning

ICLE provides long-term strategic solutions based on two key frameworks: The Rigor/Relevance Framework® and the Daggett System for Effective Instruction. The Rigor/Relevance Framework is used to guide curriculum, instruction and assessment. The Daggett System for Effective Instruction is used to create a system-wide approach to rigorous learning for all students.





EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: July 12, 2018
SUBJECT: **Ratify Agreement for Special Contract Services with Jen Schrottenboer, MS, MHC, SpEd to Provide Mental Health Services to TUSD Pre- Schools during the 2018-19 School Year**

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to students whose emotional state is posing as a barrier to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary and needed for students with a clinical diagnosis for a mental health disorder, for students undergoing a crisis and/or for those who have unresolved emotional issues affecting their ability to learn. Ratification is necessary, as there was a delay in obtaining insurance.

RATIONALE: Social and Emotional interventions are a part of the multi-tiered system of support that the District uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. The District benefits greatly from having Behavioral Health Clinicians at school sites, and relies on this service to aid in supporting students who struggle with mental health issues during the school year. TUSD will contract with Jen Schrottenboer, MS, MHC, SpEd to provide targeted and intensive behavioral health interventions at TUSD Pre-schools using Title 1 funding. This effort 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: The total cost for contracting with Jen Schrottenboer, MS, MHC, SpEd to provide Mental Health Services to District Pre-schools will not exceed \$12,240.00. This funding will be paid with District Title I funds.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Jen Schrottenboer, MS, MHC, SpEd to Provide Mental Health Services to TUSD Pre-Schools during the 2018-19 School Year.

Prepared by: Molly Long, LCSW, Coordinator of Prevention Services

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95876

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide Mental Health Services @ \$80/hr to TUSD pre-schools during the 2018-19 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 204 () [✓] HOURS [] DAYS, under the terms of this agreement at the following location Pre-School locations.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 80 per [✓] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 12240.00. 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 \$ 806.00 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 July 1, 2018, and shall terminate on June 30, 2019.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Molly Long, LCSW, at () 209-830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
- a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
- b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED: Victoria Baulf, PsyD

Contractor Signature Registered Associate Professional Clinical Counselor #2082

IRS Identification Number

Registered Associate Professional Clinical Counselor #2082

2100 Los Gatos Line Rd, Tracy, CA 95377

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

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
DATE: July 12, 2018
SUBJECT: **Ratify Agreement for Special Contract Services with Jen Schrottenboer, MS, MHC, SpEd to Provide Mental Health Services to Villalovoz Elementary School for the 2018-19 School Year**

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to students whose emotional state is posing as a barrier to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary for students with a clinical diagnosis for a mental health disorder, for students undergoing a crisis and/or for those who have unresolved emotional issues effecting their ability to learn. Ratification is necessary, as there was a delay in obtaining insurance.

RATIONALE: Social and Emotional interventions are a part of the multi-tiered system of support that the District uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. The District benefits greatly from having Behavioral Health Clinicians on its school sites, and relies on this service to aid in supporting students who struggle with mental health issues during the school year. TUSD will contract with Jen Schrottenboer, MS, MHC, SpEd to provide targeted and intensive behavioral health interventions at Villalovoz Elementary School using LCAP funding. This effort supports District Strategic Goal #2: 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 total cost will not exceed \$12,240. District LCAP funds will pay the expenditures for this contract.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Jen Schrottenboer, MS, MHC, Sp. Ed to Provide Mental Health Services to Villalovoz Elementary School for the 2018-19 School Year.

Prepared by: Molly Long, LCSW, Coordinator of Prevention Services

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Jen Schrotenboer MS, MHC, SpEd

, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide Mental Health Services @ \$60/hr to Villalovos Elementary School during the 2018-19 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 204 () [✓] HOURS | | DAYS, under the terms of this agreement at the following location Villalovos Elementary.

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

- a. District shall pay \$60 per [✓] HOUR | | DAY | | FLAT RATE, not to exceed a total of \$12240.00. 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 July 1, 2018, and shall terminate on June 30, 2019.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Molly Long, LCSW, at () 209-830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
- a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
- b. Contractor [☒] WILL [☐] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED: Victoria Bonifacio, PsyD

Janet S. Robinson, MS, MHC, SCD
Contractor Signature Registered Associate Professional Counselor

IRS Identification Number

Registered Associate Professional Clinician
Title

2100 W. Grand Line Rd., Tracy, CA 95377
Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Nov. 10.28.16



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: July 20, 2018
SUBJECT: Approve Out of State and Overnight Travel for the AVID District Leadership Training for the 2018-19 School Year

BACKGROUND: Tracy Unified School District (TUSD) has implemented Advancement Via Individual Determination (AVID) since 2002. Each school year, the District must contract services from the AVID Center, a California non-profit corporation. Tracy Unified School District has six AVID member schools: Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, Poet Christian School, and Williams Middle School. Over the years, the AVID program participants have demonstrated greater high school graduation rates and college acceptance rates than their non-participating peers.

RATIONALE: AVID is a college readiness system for elementary through higher education students that is designed to increase school-wide learning and performance. The AVID College Readiness System (ACRS) accelerates student learning, uses research-based methods of effective instruction, provides meaningful and motivational professional learning, and acts as a catalyst for systemic reform and change.

To implement the AVID program, and meet AVID requirements, Tracy Unified School District agrees to participate in AVID District Leadership Training. This training is mandatory for the District Director designated to oversee this Program, as well as the new, soon-to-be-hired, AVID Coordinator. AVID District Leadership training comprises of five training sessions that AVID Center provides to individuals designated as AVID District Directors to prepare them to support and sustain AVID implementation in their districts. AVID District Directors have many responsibilities. They ensure that AVID sites in their districts implement AVID with fidelity, they monitor and evaluate AVID certification and data collection submissions for their district sites, and they attend the five sessions of AVID District Leadership (ADL) training. ADL training sessions are designed to include rich content and relevant research studies on academic achievement and AVID. Over the courses of these sessions, participants will learn to navigate the wealth of AVID curriculum in the AVID libraries; calibrate through hands-on activities; visit AVID National Demonstration schools; learn the AVID College Readiness System, along with its data-driven components; refine their coaching skills; and deepen their understanding of AVID's certification system.

These trainings will take place over the next 18 months, and will be held in various locations across the United States. Dependent upon District personnel schedules, TUSD personnel will likely be attending the trainings in Seattle, WA, in October of 2018; Atlanta, GA in early October of 2018; and San Diego, CA, in March of 2019.

These mandatory trainings meet Tracy Unified School 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 #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: Funding will not exceed: \$15,000.00. LCFF Targeted funds for AVID will continue to be provided to support implementation of the AVID program.

RECOMMENDATION: Approve Out of State and Overnight Travel for the AVID District Leadership Training for the 2018-19 School Year.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent for Educational Services
DATE: August 1, 2018
SUBJECT: Approve Out of State Travel for Kimball High School (KHS) Health Occupations Students of America (HOSA) Club Members and Advisors to Participate in the Washington Leadership Conference in Alexandria, Virginia on September 14-18, 2018

BACKGROUND: The Kimball High School (KHS) Health Occupations Students of America (HOSA) members would like to attend the Washington Leadership Conference September 14-18, 2018. The KHS HOSA members will have the opportunity to attend informational workshops, meet health industry and government leaders, visit historical sites, and become a part of the larger international HOSA team. The members will stay at the Doubletree by Hilton Hotel, Crystal City, Washington, D.C. Many of the academy activities will take place in Washington D.C. Transportation will be provided by airplane, taxi, tour bus and the advisor's private vehicle or a school van. At most, five students will participate. Supervision will be provided by an advisor (Dean Medek, Jennene Bermodes, or Brian Shepherd) and the Cal-HOSA event staff.

RATIONALE: Last year, KHS HOSA participated in activities to learn subject matter pertaining to health occupations including elective courses such as Medical Terminology. Additionally, all members attending the HOSA Washington Leadership Academy have earned this opportunity by their active involvement in the local chapter, regional, and state events last academic year. One of the main goals of this event is to train the members to be leaders at the chapter, state, national and international level. This aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or 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 cost per member is estimated at \$1,650. The cost includes \$500 for registration, \$550 for housing (four nights in the hotel) and approximately \$600 for transportation. These expenses will be covered by a combination of ASB funds, a Cal-HOSA Stipend, and personal funding for members electing to participate in this event. The estimated total cost will not exceed \$18,000.

RECOMMENDATION: Approve Out of State Travel for Kimball High School (KHS) Health Occupations Students of America (HOSA) Members and Advisor to Participate in the Washington Leadership Academy in Alexandria, Virginia on September 14-18, 2018.

PREPARED BY: Benjamin Keller, Principal, Kimball High School



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: July 12, 2018
SUBJECT: Approve Agreement for Special Contract Services with Parent Institute for a Quality Education (PIQE) to Provide Training to Parents at Monte Vista Middle School during the 2018-2019 School Year

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connecting families, schools, and community as partners to advance the education of every child through parent engagement. Their vision is to create a community in which parents and educators collaborate to transform every child's educational environment, both at home and at school, so that all children can achieve their greatest academic potential.

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 schoolchildren to take a participatory roll in their children's education. Providing PIQE at Monte Vista Middle School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement. This 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 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 District shall pay \$10,500 for the nine-week parent class, not to exceed \$10,500. Site Title I Funds will pay the expenditures for the cost of this program.

RECOMMENDATION: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training to Parents at Monte Vista Middle School during the 2018-2019 School Year.

Prepared by: Dr. Barbara Silver, Principal, Monte Vista Middle 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 Parent Institute for a Quality Education (PIQE), 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: Nine week parent class to educate parents and increase parent involvement at Monte Vista Middle School

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 nine () [] HOURS [X] DAYS, under the terms of this agreement at the following location Monte Vista Middle School.

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

- a. District shall pay \$ 10,500 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 10,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] 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 August 26, 2018, and shall terminate on October 23, 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, Barbara Silver, at (209) 830-3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [☒] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:


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

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

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

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

AGREED:

 Executive Director.
Contractor Signature Title

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

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: July 12, 2018
SUBJECT: Approve Agreement for Special Contract Services and Memorandum of Understanding with Parent Institute for Quality Education (PIQE) to Provide Parent Engagement Training at West High School during the 2018-2019 School Year

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connecting families to their schools and community as partners to advance the education of every child through parent engagement. Their vision is to create a community in which parents and educators collaborate to transform every child's educational environment, both at home and at school, so that all children can achieve their greatest academic potential.

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 children to take a participatory role in their children's education. Providing PIQE at West High will support site efforts to encourage parents to participate in school activities and develop a positive partnership between school, home and the community, which will support student achievement. 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 career goals; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The total cost of this agreement shall be \$10,500 (up to 50 parent graduates); \$12,000 (51-75 parent graduates), or \$15,500 (75 plus parent graduates). District funding source will be from LCAP funding.

RECOMMENDATION: Approve Agreement for Special Contract Services and Memorandum of Understanding with Parent Institute for Quality Education (PIQE) to Provide Parent Engagement Training at West High School during the 2018-2019 School Year.

Prepared by: Dr. Zachary Boswell, Principal, West High School

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and The Parent Institute for Quality Education (PIQE), 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: PIQE will provide a parent training course for the parents of West High students. PIQE will recruit parents by phone, provide a needs assessment session and a series of weekly training culminating in a graduation ceremony. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.

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 nine (9) () [] HOURS [X] DAYS, under the terms of this agreement at the following location West High School.

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

- a. District shall pay \$ 10,500 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 15,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] 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 August 30, 2018, and shall terminate on October 25, 2018.

5. This agreement may be terminated at any time during the term by either party upon 15 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, Jose Jimenez, at (209) 830-3370 x3013 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Executive Director
Title

Tracy Unified School District

IRS Identification Number

Date _____

Executive Director

Account Number to be Charged

Title
1124 11th Street

Department/Site Approval

Address
Suite B

Budget Approval

Modesto CA 95354

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: July 12, 2018
SUBJECT: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Williams Middle School during the 2018-2019 School Year

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connecting families, schools and community as partners to advance the education of every child through parent engagement. Their vision is to create a community in which parents and educators collaborate to transform every child's educational environment, both at home and at school, so that all children can achieve their greatest academic potential.

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 schoolchildren to take a participatory role in their children's education. Providing PIQE at Williams Middle School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home and community and to facilitate a partnership to support student achievement. This 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 career goals.

FUNDING: The District shall pay \$10,500 for the nine-week parent class, not to exceed \$10,500. The cost of the program will be paid out of site Title I Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Williams Middle School during the 2018-2019 School Year.

Prepared by: Mr. Miguel Romo, Principal, Williams Middle 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 Parent Institute for a Quality Education (PIQE), 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: Nine week parent class to educate parents and increase parent involvement at Williams Middle School.

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 Nine () | | HOURS | ✓ | DAYS, under the terms of this agreement at the following location Williams Middle School.

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

- a. District shall pay \$10,500 per | | HOUR | | DAY | ✓ | FLAT RATE, not to exceed a total of \$10,500. 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 \$ 0.00 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 August 28, 2018, and shall terminate on October 29, 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, Miguel Romo, at (26) 830-3345 ext 5474 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
- a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
- b. Contractor [] **WILL** ☒ **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:


Contractor Signature

Executive Director
Title

IRS Identification Number

Title

Address

1124 11th Street Ste. B
Modesto CA 95354

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: July 24, 2018
SUBJECT: **Ratify Agreement for Special Contract Services with Solution Tree, Inc. to Provide Professional Development to Teachers at North School on August 13, 2018**

BACKGROUND: North School will concentrate efforts to improve Professional Learning Communities (PLC) effectiveness. Two teams of teachers attended Solution Tree, Inc. PLC conferences during the summer of 2018. One additional team will attend training in Long Beach on August 13, 2018. Solution Tree, Inc. will deliver an on-site professional development at North School for teachers of North School and Villalovoz Elementary School on August 13, 2018. The Board agenda needs to be ratified due to timing of the Board meeting and securing the presenter.

RATIONALE: PLC's are necessary to increase effective collaboration in our school. This 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 career goals; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social and emotional potential.

FUNDING: The program will be paid out of Site Title I funds not to exceed a total of \$6,500.00.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Solution Tree, Inc. to Provide Professional Development to Teachers at North School on August 13, 2018.

Prepared by: Mayte Ramirez, Principal, North 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 Solution Tree, 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: provide Professional Learning Community (PLC) effectiveness on August 13, 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 one () [] HOURS [x] DAYS, under the terms of this agreement at the following location North.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 6,500.00 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 6,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ n/a for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [x] 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 July 25, 2018 and shall terminate on August 13, 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, Mayte Ramirez, at (209) 830-3350 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

 7/25/18
Contractor Signature Title

IRS Identification Number
Associate Director of RD
Title
Solution Tree Inc.
Address
555 N. Morton St
Bloomington, IN 47404

Tracy Unified School District

Date
01-3010-0-1110-1000-5800-340-3002
Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

**Solution Tree, Inc.
Purchase Agreement**

Effective July 31, 2018, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Tracy Unified School District - North School ("Customer") located at 2875 Holly Drive Tracy, CA US 95376 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Onsite Professional Development	\$6,500.00
Total	\$6,500.00

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement plus any applicable taxes upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the Onsite Professional Development amount will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$1,300.00	Upon execution of Agreement
Onsite Professional Development	\$5,200.00	August 13, 2018

3. **Onsite Professional Development**

- 3.1. **Description of Services:** Solution Tree agrees to provide a speaker, Tim Brown ("Associate"), to disseminate information for Customer on the topic of *PLC at Work™* on August 13, 2018.
- 3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. **General Terms**

- 4.1. **Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated

reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

4.2. **Force Majeure:** If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.

4.3. **Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.

a. **Onsite Professional Development:** If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will make a good faith effort to reschedule the Onsite Professional Development Services.

4.4. **Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

Mayte Ramirez
Principal
Tracy Unified School District - North School

Date

Ali Cummins
Associate Director of Professional Development
Solution Tree, Inc.

Date

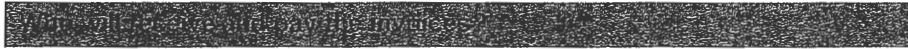
Please email this Agreement to John Kim at John.Kim@SolutionTree.com or fax to 866.308.3135.

CONTACT INFORMATION

Please provide the following information.



Contact: _____
Title: _____
Phone: _____
Email: _____
Cell #: _____
Fax: _____



Contact: _____
Title: _____
Phone: _____
Email: _____
Fax: _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: August 3, 2018
SUBJECT: **Approve Agreement for Special Contract Services with Theresa Hancock to Provide Teacher Training for ALAS Teachers for the 2018-2019 School Year**

BACKGROUND: Academic Language and Support (ALAS) is a specially designed English language development class for long-term English learners in Tracy Unified. This class is provided for English Learners, at middle and high school grades, who have been in United States Schools for six or more years and are not meeting criteria for reclassification to fluent. Long-term English Learners have usually stalled at the Intermediate level on the California English Language Development Test (CELDT) or the Expanding level on the English Language Proficiency Assessments of California (ELPAC), which replaced the CELDT during the 2017-2018 school year. While these students have conversational English skills, they often lack the academic language skills needed for academic success. The District uses Scholastic's English 3D as the curriculum materials for the ALAS classes, curriculum developed by well-known language development specialist Dr. Kate Kinsella. This curriculum is designed to support the development of academic language in listening, speaking, reading and writing. During the 2016-2017 and 2017-2018 school years, Theresa Hancock provided support to the program with three observation days; each followed by a professional development day with ALAS teachers.

RATIONALE: It is important that the materials be implemented as designed in order to maximize student learning. Theresa Hancock is a colleague of Dr. Kate Kinsella, the author of the curriculum. The support she provided during the 2016-2017 school year targeted specific areas identified during the observation days, and focused on implementation of the program as it was designed by Dr. Kinsella. This contract will provide two training days aimed at teachers who are new to the English 3D program (September 5-6), plus three additional observation/coaching days, and three professional development days with the ALAS teachers during the 2018-2019 school year (November 14-15, January 16-17, March 6-7)). This Agenda Item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The cost for this training is not to exceed \$24,000 for the 2018-2019 school year to be paid out of Title III (Limited English Proficiency) funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Theresa Hancock to Provide Teacher Training for ALAS Teachers for the 2018-2019 School Year.

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

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 Theresa Hancock, Educational Consultant, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions: - - - - -

1. Contractor shall perform the following duties: Provide eight (8) days of training and coaching for teachers using English 3D at middle and high schools in the ALAS (Academic Language and Support) classes for long-term English learners. The first two (2) days (Sept. 5-6, 2018) will be intensive training for teachers who are new to teaching this program. On the subsequent pairs of days (Nov. 14-15, 2018; Jan. 16-17, 2019; March 6-7, 2019) the first day will be a workshop for all ALAS teachers and the second day will be coaching/observation with identified ALAS teachers.

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 eight (8) () [] HOURS [X] DAYS, under the terms of this agreement at the following location Tracy Unified School District.

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

- a. District shall pay \$3000 per [] HOUR [X] DAY [] FLAT RATE, not to exceed a total of \$24,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on September 1, 2018, and shall terminate on May 1, 2019.

5. This agreement may be terminated at any time during the term by either party upon thirty (30) days' written notice of termination ~~covered~~ 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, Julianna Stocking, at (209) 830-3210 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [☒] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:


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

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

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

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.
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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:

 Ed. Consultant
Contractor Signature Title

Tracy Unified School District

IRS Identification Number
Educational Consultant
Title
1606 Arden Bluffs Lane
Address
Carmichael CA 95608

Date
(Title III)
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: August 6, 2018
SUBJECT: **Ratify University Services Agreement with The History Project, University of California, Davis to Provide K-12 History-Social Science Teachers Professional Learning on a Language-focused Approach to Literacy Development in History-Social Science Classrooms**

BACKGROUND: The State of California has adopted Common Core State Standards (CCSS) in English Language Arts and Mathematics and further requires that the CCSS literacy standards be incorporated into the content subject areas, including Social Studies/History. In the past several years, many teachers of Social Studies have identified a need to identify a scope and sequence for grade level based on specific criteria and to better support English learners and students struggling with literacy in history-social science classrooms. Tracy Unified School District (TUSD) teachers have worked with The History Project, University of California, Davis for the last three years. Teachers have collaborated to identify the priority standards for each History/Social Studies curricular area and developed District benchmark assessments. Due to the university's process for developing contracts, the contract was not available for Board approval prior to this time. This Board agenda item is seeking ratification due to the necessity to address the details of the contract while providing timely services to the District.

RATIONALE: History-social science teachers have requested an opportunity to continue this work in the 2018-2019 school year. UC Davis History Project staff will guide TUSD History teachers through the work of refining benchmark assessments for grades 6-12 to measure content knowledge, disciplinary inquiry and analysis skills, and common core literacy skills. The UC Davis History Project staff will also facilitate professional learning seminars to support the History-Social Science textbook adoption process for K-12. The UC Davis History Project staff will support teachers in understanding the History-Social Science Framework Expectations for instruction through content, inquiry, literacy, and civic engagement as they engage in the textbook adoption process.

This 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 #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: The cost of training by the UC Davis History Project for the 2018-2019 school year will not exceed \$47,450. This training cost will be provided by the District Title I, Staff Development funds.

RECOMMENDATION: Ratify University Services Agreement with The History Project, University of California, Davis to Provide K-12 History-Social Science Teachers Professional Learning on a Language-focused Approach to Literacy Development in History-Social Science Classrooms.

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

Background: Tracy Unified School District (TUSD) seeks professional learning programming focused on Using the History-Social Science Common Assessments to Improve Instruction and Support for Instructional Materials Adoption for their history-social science teachers Kindergarten through Grade Twelve (K-12).

Services

To meet the needs of TUSD, K-12 history-social science teachers, and their students, the History Project at UC Davis (HP) proposes the following professional learning programming:

Using Common Assessments to Improve Instruction (Grades 6-12)

- **August 1 Buy-Back Day, 8:00 – 3:30 (6.5 hours):**
Addressing Disciplinary Thinking Skills in History-Social Science:
 - This session will address using inquiry questions and applying disciplinary thinking skills in instruction.
- **August 2 Pre-Service, 8:00 – 3:30 (6.5 hours):**
Examining and editing new HSS Common Assessments
 - This session will share the revised common assessments, provide time for suggestions and edits from the larger group, and present strategies to improve instruction.
- **September 17, November 5, January 14, March 18 Early Release Mondays, 2:15-4:15 (8 hours):**
Common Assessments and Professional Learning
 - These sessions will provide time to collaboratively review student work samples in grade-level teams and explore literacy and critical thinking skill strategies to improve instruction
- **May 29 - 31 Post-Service, 8:30 – 3:30 pm (18 hours)**
Updating Common Assessments, Planning Professional Learning, Implementing New Adoption
 - These sessions will focus on revision and/or addition of common assessments and professional learning for improving instruction.
 - Additionally, the sessions will address best practices for using and implementing the new instructional materials for the fall.

Supporting Instructional Material Adoption (Grades 6-12)

- **September 26, November 14, After School Sessions, 3:30-5:30 (4 hours)**
Instructional Materials Pilot Mid-Point Check-ins
 - These sessions will provide time for the History Project to address questions and review guidance for analyzing the instructional materials to align to the HSS Framework
- **December 13 Release Day, 8:30 – 3:30pm (6 hours)**
Final Textbook Selection Support
 - In this session, History Project will facilitate the comparison between instructional materials and the final selection of one set of materials per grade band.

Professional Learning to Support Instructional Material Adoption (Grades K-5)

- **August 24 and December 19, May 28 Release Days and Summer Extra-Service 8:30 – 3:30 (18 hours)**
- **October 17, February 6, February 6, April 17, After School Sessions, 3:30 – 5:30 (6 hours)**
- Over the course of these sessions, the following topics will be covered:
 - Introduction to the History-Social Science Curriculum Framework's Four Shifts
 - Examination of each grade's content chapters
 - Exploration of inquiry-based instruction & the application of cascading questions
 - Analysis of Primary and Secondary Sources
 - Planning time to align and map HSS curriculum with the ELA adoption and CCSS/ELD Standards
 - Discussion of Access and Equity Chapter and how to differentiate for diverse learners
 - Analysis of the resources needed to address each area, and how to select instructional materials to meet these needs
 - Facilitated discussion and analysis to complete district forms and select instructional materials for piloting

Logistics

The History Project will develop and format all materials for each session. They will provide all materials in electronic format to the district office for copying and posting on the district portal. The district will reserve facilities for the sessions and ensure that technology (including wifi) is available and in working order. The district will manage recruitment and registrations for sessions and provide the History Project with copies of rosters of attendees.

Project Period, Total Hours, Cost

August 2018 to May 2019: 73 hours @ \$650/hour = \$47,450

UNIVERSITY SERVICES AGREEMENT

(Tracy Unified School District)

THIS AGREEMENT is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (University), on behalf of its Davis History Social Science Project (the Facility) and TRACY UNIFIED SCHOOL DISTRICT (Sponsor).

R E C I T A L S

WHEREAS, The Facility has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, the services of the Facility may be extended to non-University users (including, when permitted by University policy, University students, faculty, and staff requesting such services for their personal use) only when, in the sole judgment of University, such action will serve purposes consistent with University's objectives and will not adversely affect the conduct of University activities; and

WHEREAS, the services requested by Sponsor have been determined to serve purposes consistent with University objectives and their provision to Sponsor not to adversely affect the conduct of University activities; and

WHEREAS, Sponsor has determined that the services in question cannot be adequately performed by other agencies or commercial firms; and

NOW, THEREFORE, University shall furnish the following services to Sponsor.

T E R M S A N D C O N D I T I O N S

1. Services. University shall provide professional learning opportunities to focus on History-Social Science Common Assessments as more fully described in "Exhibit A", attached hereto and incorporated herein. Additional work shall be performed only if authorized in advance by written amendment to this agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this agreement, this agreement shall take precedence.
2. Priority of University work. University work always has priority over work to be performed for non-University users.
3. Term. The term of this agreement shall be from August 1, 2018 through May 31, 2019.
4. Payment. Fees for services by Facility shall be based upon Facility's most recent approved rate as outlined on Exhibit A. The total cost of services shall not exceed \$47,450.00. Facility will provide Sponsor 30 days' written notice of any proposed rate change and an option to amend or terminate the agreement. Sponsor shall pay for services within 30 days of Sponsor's receipt of University's invoice. Facility reserves the right to suspend performance of services if Sponsor fails to make payment in full within 60 days.

5. Indemnification and Insurance. The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

5.1. Evidence of Insurance. Upon University's request, Sponsor shall provide University written evidence of Sponsor's insurance coverage relevant to the presence or activity of Sponsor, its officers, agents, and employees while in, on or about University property. In the event Sponsor's coverage is not acceptable to University, University shall have the right to immediately suspend services. If Sponsor fails to provide acceptable insurance within 10 days after University's written notice, University may terminate this agreement.

5.2. Patent Infringement. Sponsor shall indemnify University, its agents and employees, against all liability (including costs and expenses incurred) for use of any invention or discovery and for the infringement of any Letter Patent (not including liability arising pursuant to U.S. Code section 183, Title 35 (1952) prior to the issuance of Letters Patent) occurring during the performance of this agreement and resulting from Sponsor's request or instruction that the Facility utilize any device, method, or technique not normally utilized by the Facility.

6. Non-Liability of University.

6.1. Consequential Damages. University shall not be liable for any loss of profits, claims against Sponsor by any third party, or consequential damages.

6.2. Delay/Desired Result. University shall incur no liability to Sponsor or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform services, or failure to achieve a desired result.

6.3. Property Damage. University shall incur no liability to Sponsor or to any third party for loss or destruction of or damage to any materials to be sampled, assayed, or tested, data, equipment, or other property brought upon University premises by Sponsor or delivered to University by Sponsor in connection with this agreement. Sponsor accepts all liability for risk of loss to any and all such property.

6.4. Liability Limitation. University's liability for damages shall not exceed the total of all charges paid by Sponsor.

7. Confidential Information. During the course of this agreement, Sponsor may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, Sponsor shall submit confirmation in writing within five days of such disclosure.

7.1. University's Obligation. University shall treat Sponsor's Confidential Information in the same manner as University treats its own similar information. Upon Sponsor's written request, University shall use reasonable means to protect Sponsor's

Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by Sponsor. Should such protection occur, any related costs shall be borne by Sponsor. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.

- 7.2. Exempt Information. Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to Sponsor that Confidential Information is being sought by a third party, to afford Sponsor an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at Sponsor's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon Sponsor's request, University agrees to cease using all Confidential Information and to return it promptly to Sponsor.
- 7.3. Time Limitation. University shall not divulge Sponsor's Confidential Information for a period of three years following termination of this agreement, or earlier if Sponsor makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
- 7.4. Disposition of Confidential Information. Upon completion of services or termination of this agreement, by Sponsor's written request, University shall return any Confidential Information. Absent such request, Facility shall destroy or dispose of it according to its established procedures.
8. Disclaimer of Warranty. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY SPONSOR FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Shipment of Restricted Materials. In the event that Sponsor will be providing materials to be sampled, assayed, or used by University in providing Services hereunder whose shipment would require authorization or permits from governmental authorities (including return of any such materials to Sponsor following completion of Services or termination of this agreement), application for such authorization or permit shall be solely at Sponsor's initiative, risk, cost, and expense.
10. University's Right to Use Data. University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the services described in Exhibit A.

11. Use of University's Name. Sponsor shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
12. Termination. University may terminate this agreement at any time by giving Sponsor 30 calendar days' written notice of such action.
13. Notices. Notices shall be directed to the appropriate parties at the following addresses:
 - 13.1. Regarding Contract. Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:

UNIVERSITY Victoria Chege Business & Revenue Contracts University of California, Davis One Shields Avenue Davis, CA 95616 E-mail: vmchege@ucdavis.edu	SPONSOR Melissa Beattie Tracy Unified School District 1875 West Lowell Avenue Tracy, CA 95376 E-mail: mbeattie@tusd.net
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 - 13.2. Regarding Program/Work. Correspondence or inquiries regarding the substance and progress of work to be performed, or payment for services should be directed to the following addresses:

Rosemary Renteria History Project University of California One Shields Avenue Davis, CA 95616	Telephone: (209) 830-3232 x1551 E-mail: rmrenteria@ucdavis.edu
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14. Attorneys' Fees. If any action at law or equity is brought to enforce or interpret the terms of this agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
15. Relationship of the Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.
16. Governing Law. This agreement shall be construed pursuant to California law.
17. Amendment. No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.
18. Severability. If a provision of this agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the agreement or of any portion of the invalidated provision remains legal, valid, or enforceable.
19. Entire Agreement. The terms of Sponsor's addendum or purchase order shall have no effect on the terms and conditions of this agreement. This agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior

understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

TRACY UNIFIED
SCHOOL DISTRICT

By: _____
(authorized signature)

Print name: _____

Title: _____

Date: _____

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

STEVEN KOBAYASHI
By: _____
Steven Kobayashi
Interim Associate Director
Procurement & Contracting Services
UC Davis Contracting Services

Digitally signed by STEVEN KOBAYASHI
DN: cn=STEVEN KOBAYASHI, o=The Regents of the University of California, Davis, ou=Procurement & Contracting Services, email=stkobayashi@ucdavis.edu, c=US
Date: 2018.07.06 12:20:53 -07'00'

Date: July 6, 2018



***Using Common Assessments for Instructional Improvement and
Support for Instructional Materials Adoption
Professional Learning Scope of Work for
Tracy Unified School District
2018-2019 Academic Year***

Background: Tracy Unified School District (TUSD) seeks professional learning programming focused on Using the History-Social Science Common Assessments to Improve Instruction and Support for Instructional Materials Adoption for their history-social science teachers Kindergarten through Grade Twelve (K-12).

Services

To meet the needs of TUSD, K-12 history-social science teachers, and their students, the History Project at UC Davis (HP) proposes the following professional learning programming:

Using Common Assessments to Improve Instruction (Grades 6-12)

- **August 1 Buy-Back Day, 8:00 – 3:30 (6.5 hours):**
Addressing Disciplinary Thinking Skills in History-Social Science:
 - This session will address using inquiry questions and applying disciplinary thinking skills in instruction.
- **August 2 Pre-Service, 8:00 – 3:30 (6.5 hours):**
Examining and editing new HSS Common Assessments
 - This session will share the revised common assessments, provide time for suggestions and edits from the larger group, and present strategies to improve instruction.
- **September 17, November 5, January 14, March 18 Early Release Mondays, 2:15-4:15 (8 hours):**
Common Assessments and Professional Learning
 - These sessions will provide time to collaboratively review student work samples in grade-level teams and explore literacy and critical thinking skill strategies to improve instruction
- **May 29 - 31 Post-Service, 8:30 – 3:30 pm (18 hours)**
Updating Common Assessments, Planning Professional Learning, Implementing New Adoption
 - These sessions will focus on revision and/or addition of common assessments and professional learning for improving instruction.
 - Additionally, the sessions will address best practices for using and implementing the new instructional materials for the fall.

Supporting Instructional Material Adoption (Grades 6-12)

- **September 26, November 14, After School Sessions, 3:30-5:30 (4 hours)**
Instructional Materials Pilot Mid-Point Check-ins
 - These sessions will provide time for the History Project to address questions and review guidance for analyzing the instructional materials to align to the HSS Framework
- **December 13 Release Day, 8:30 – 3:30pm (6 hours)**
Final Textbook Selection Support
 - In this session, History Project will facilitate the comparison between instructional materials and the final selection of one set of materials per grade band.

Professional Learning to Support Instructional Material Adoption (Grades K-5)

- **August 24 and December 19, May 28 Release Days and Summer Extra-Service 8:30 – 3:30 (18 hours)**
- **October 17, February 6, February 6, April 17, After School Sessions, 3:30 – 5:30 (6 hours)**
- Over the course of these sessions, the following topics will be covered:
 - Introduction to the History-Social Science Curriculum Framework's Four Shifts
 - Examination of each grade's content chapters
 - Exploration of inquiry-based instruction & the application of cascading questions
 - Analysis of Primary and Secondary Sources
 - Planning time to align and map HSS curriculum with the ELA adoption and CCSS/ELD Standards
 - Discussion of Access and Equity Chapter and how to differentiate for diverse learners
 - Analysis of the resources needed to address each area, and how to select instructional materials to meet these needs
 - Facilitated discussion and analysis to complete district forms and select instructional materials for piloting

Logistics

The History Project will develop and format all materials for each session. They will provide all materials in electronic format to the district office for copying and posting on the district portal. The district will reserve facilities for the sessions and ensure that technology (including wifi) is available and in working order. The district will manage recruitment and registrations for sessions and provide the History Project with copies of rosters of attendees.

Project Period, Total Hours, Cost

August 2018 to May 2019: 73 hours @ \$650/hour = \$47,450



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: July 13, 2018
SUBJECT: Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending July 15, 2018

BACKGROUND: Pursuant to the Williams Settlement and California *Education Code* Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, and 3) a properly credentialed teacher for every classroom. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams settlements during the April 15, 2018 – July 15, 2018 reporting period.

RATIONALE: The quarterly report for the period of April 15, 2018 through July 15, 2018 has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint process as well as the resolution of each of those complaints. This report supports 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: There is no cost to the District.

RECOMMENDATION: Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending July 15, 2018.

Prepared by: Tania Salinas, Director of Assessment and Accountability

San Joaquin County Office of Education
Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on *Williams* Uniform Complaints
[Education Code § 35186(d)]

District: Tracy Joint Unified School District

-- Person completing this form: Tania Salinas — Title: Director of Accountability

Quarterly Report Submission Date:
(check one)

- ☐ January 15, 2018
☐ April 15, 2018
☒ July 15, 2018
☐ October 15, 2018

Date for information to be reported publicly at governing board meeting: August 14, 2018

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
TOTALS			

Dr. Brian Stephens
Print Name of District Superintendent

Signature of District Superintendent

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: August 14, 2018
SUBJECT: **Approve Out of State Travel for Educational Services Staff to Attend the Teaching Learning Coaching Conference in Las Vegas, Nevada on October 9-11, 2018**

BACKGROUND: The Teaching Learning Coaching (TLC) Conference, designed and led by Jim Knight, focuses on the factors that promote both student and teacher growth: better conversations, professional learning, trust, and partnership. Conference sessions are built on Knight's extensive research findings, and through the lens of self-improvement and student growth, attendees will explore their role as both teacher and learner and the impact they have on their students. Keynote presentations and learning sessions focus on high-impact teaching strategies, proven instructional coaching practices, and system change strategies for creating high-performance schools. These workshops will support the Educational Services Department in the continual development of a system of effective professional development and supporting implementation of proven coaching practices, and high-impact teaching strategies.

RATIONALE: The Educational Services Department is charged with developing and supporting the professional learning for all instructional leaders and teachers in Tracy Unified. The TLC Conference will support the Professional Learning team within Educational Services to build coaching skills, share best practices, leverage high-impact teaching strategies, and system change strategies to support the future of schools committed to a shared goal of excellent instruction, every day, for every student in every classroom. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The conference cost will total \$15,505.26 for eight attendees. Some breakfasts and all lunches are provided during the conference with additional meals not to exceed \$928.00. The total cost for eight attendees will not exceed \$15,505.26 and will be paid by District Title 1 carry over funds.

RECOMMENDATION: Approve Out of State Travel for Educational Services Staff to Attend the Teaching Learning Coaching Conference in Las Vegas, Nevada on October 9-11, 2018.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: August 8, 2018
SUBJECT: **Ratify Agreement for Special Contract Services with Jen Schrottenboer, MS, MHC, SpEd to Provide Additional Mental Health Services to Villalovoz Elementary School for the 2018-19 School Year**

BACKGROUND: Villalovoz Elementary School would like to add an additional day of mental health services using Site Title I funds. Tracy Unified School District (TUSD) already provides one day of mental health services, using District LCAP dollars. Villalovoz Elementary School would like to add an additional day of mental health support in order to ensure that students' emotional needs are met. TUSD provides mental health services to students whose emotional state is posing as a barrier to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary and needed for students with a clinical diagnosis for a mental health disorder, for students undergoing a crisis and/or for those who have unresolved emotional issues affecting their ability to learn. Ratification is necessary, as there was a delay in obtaining insurance.

RATIONALE: Social and Emotional interventions are a part of the multi-tiered system of support that the District uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. The District benefits greatly from having Behavioral Health Clinicians on its school sites, and relies on this service to aid in supporting its students who struggle with mental health issues during the school year. TUSD will contract with Jen Schrottenboer, MS, MHC, SpEd to provide targeted and intensive behavioral health interventions at Villalovoz School, using Site Title 1 Funds. This effort supports 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 total cost to contract with Jen Schrottenboer, MS, MHC, SpEd to provide additional Mental Health Services to Villalovoz Elementary School will not exceed \$12,240. This funding will be paid with Villalovoz Site Title I funds.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Jen Schrottenboer, MS, MHC, SpEd to Provide Additional Mental Health Services to Villalovoz Elementary School for the 2018-19 School Year.

Prepared by: Erin Quintana, Principal of Villalovoz 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 Jen Schrottenboer MS, MHC, SpEd

, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide additional day of Mental Health Services @ \$60/hr to Villalovoz Elementary School during the 2018-19 school year, using Site Title 1 funds.

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 204 () ☒ HOURS | | DAYS, under the terms of this agreement at the following location Villalovos Elementary.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 60 per ☒ HOUR | | DAY | | FLAT RATE, not to exceed a total of \$ 12240.00. 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 July 1, 2018, and shall terminate on June 30, 2019.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Molly Long, LCSW, at () 209-830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
- a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
- b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED: Victoria Baurle, PsyD

Janet S. Schubert, MS, MTC, SPED
Contractor Signature

ITS Identification Number

Registered Associate Professional Clinical
Title

2100 W. Grand Line Rd. Tracy, CA 95377
Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: August 6, 2018
SUBJECT: **Ratify Agreement for Special Contract Services with Dr. M. Alex Peterson for Independent Education Evaluation/Psycho-Educational Assessment**

BACKGROUND: The Special Education Department has contracted with Dr. M. Alex Peterson, a Pediatric Neuropsychologist from Oakland for the needed evaluation. Ratification is necessary at this time to remain compliant with services on IEPs, parents' right to choose assessor of their choice for Independent Education Evaluation, and to remain compliant with the confidential settlement agreement.

RATIONALE: Districts must offer a continuum of services including, when necessary, Independent Education 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 and will not exceed \$5,540.00. 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 Dr. M. Alex Peterson for Independent Education Evaluation/Psycho-Educational Assessment.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Independent Educational Evaluation of TUSD Student
Attend related IEP meeting. Assessment will include cognitive testing, academic testing, psychological testing,
feedback & written report. Assessor to provide district with copies of all protocols, final signed report and invoice.

\$5540.00 rate includes the full assessment fee of \$5100.00 + 2 hours attendance at IEP at rate of \$220.00/hr.

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 614 Grand Ave, Suite 328, Oakland CA

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

- a. District shall pay \$ \$5,540.00 per | | HOUR | | DAY | ☒ FLAT RATE, not to exceed a total of \$5,540.00. 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 07/01/2018 , and shall terminate on 06/30/2019

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

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

Contractor agrees to hold harmless and to indemnify District for:

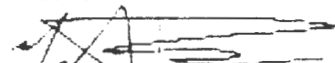
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:


Contractor Signature

4/22/15
Title

IRS Identification Number

Pediatric Neuropsychologist

Title

614 Grand Ave, Suite 326

Address

Oakland, CA 94610

M. Alex Peterson, Ph.D.

Tracy Unified School District

Date

Account Number to be Charged

Department/Unit 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: August 6, 2018
SUBJECT: **Approve Agreement for Special Contract Services with Rick Bledsoe, ATP for Assistive Technology Assessment for the 2018-2019 School Year**

BACKGROUND: Board approval is requested in order to contract with Rick Bledsoe, ATP to provide an assistive technology assessment for a student. The Special Education Administration would like to contract with Rick Bledsoe, with whom the District has contracted with previously, to conduct such assessments. Approval is necessary at this time to remain compliant with a confidential settlement agreement.

RATIONALE: Districts must offer a continuum of services including, when necessary, evaluation of students with exceptional needs in the area of assistive technology. This 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 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: Expenses for this contract are billed at \$130.00 per hour for a total of 16 hours. Total contract expenses will not exceed a total of \$ 2,080.00. Special Education contract expenses are funded through 602 funding for Special Education, and budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with Rick Bledsoe, ATP for Assistive Technology Assessment for the 2018-2019 School Year.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Rick Bledsoe, ATP, 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: Assistive Technology assessment of TUSD Student including assessment, written report, and attendance at IEP meeting. Assessor to provide district with copies of all protocols used, final signed report and invoice.

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 Student school site and assessor location
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 2,080.00 per | | HOUR | | DAY | ☒ | FLAT RATE, not to exceed a total of \$ 2,080.00. 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 08/15/2018, and shall terminate on 06/30/2019.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Tammy Jailque, Associate Superintendent, HR, 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:

 AT Practitioner
Contractor Signature Title

IRS Identification Number
Rick Bledsoe, ATP
Title
310 E. Vine Street
Address
Stockton, CA 95202
4assistech@gmail.com

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

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
DATE: August 6, 2018
SUBJECT: Ratify Agreement for Special Contract Services with Professional Tutors of America for Compensatory Education of Academic Tutoring for the 2018-2019 School Year

BACKGROUND: Board ratification is requested for the contract of Professional Tutors of America for private in home/service provider's location compensatory educational tutoring for a student. Special Education Administration contracted with Professional Tutors of America, to fulfill the agreed upon compensatory education per a confidential settlement agreement. Ratification is necessary at this time to remain compliant with the confidential settlement agreement.

RATIONALE: Districts must offer a continuum of services including, when necessary, compensatory education to students with exceptional needs. This 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 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: Expenses for this contract are billed at \$75.00 per hour for a total of 40 hours. Total contract expenses will not exceed a total of \$ 3,000.00 from July 1, 2018 through May 24, 2019. Special Education contract expenses are funded through 602 funding for Special Education, and budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Professional Tutors of America for Compensatory Education of Academic Tutoring for the 2018-2019 School Year.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide compensatory specialized academic instruction tutoring to student. Student is entitled to a total of 40 comp. hours for academic tutoring per confidential settlement agreement to be utilized by May 24, 2019.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of up to 40 hours, ☒ HOURS ☐ DAYS, under the terms of this agreement at the following location service provider location

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

- a. District shall pay \$ 75.00 per ☒ HOUR ☐ DAY ☐ FLAT RATE, not to exceed a total of \$3,000.00. 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 July 1, 2018, and shall terminate on June 30, 2019.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

Professional Tutors of America
3350 E. Birch Street #108
Brea, CA 92821

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: August 6, 2018
SUBJECT: Approve Agreement for Special Contract Services with Dr. M. Alex Peterson for an Independent Education Evaluation/Psycho-Educational Assessment

BACKGROUND: Board approval is requested to contract for an Individual Education Evaluation/Psycho-Education Assessment for a Special Education student. Special Education Administration would like to contract with Dr. M. Alex Peterson, a Pediatric Neuropsychologist from Oakland for the needed evaluation. Approval is necessary at this time to remain compliant with services on IEPs and the parents' right to choose an assessor of their choice for Independent Education Evaluation.

RATIONALE: Districts must offer a continuum of services including, when necessary, Independent Education 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 and will not exceed \$5,540.00. 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 Dr. M. Alex Peterson for an Independent Education Evaluation/Psycho-Educational Assessment.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Independent Educational Evaluation of TUSD student. Attend related IEP meeting. Assessment will include cognitive testing, academic testing, psychological testing, feedback and written report. Assessor to provide district with copies of all protocols, final signed report and invoice.
\$5540.00 rate includes the full assessment fee of \$5100.00+2 hours attendance at IEP at rate of \$220.00/hr.

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 service(s), as outlined in Paragraph 1, for a period of up to a total of N/A , 1 HOURS 1 DAYS, under the terms of this agreement at the following location 614 Grand Ave. Suite 326, Oakland, CA
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 5,540.00 per 1 HOUR 1 DAY ☒ FLAT RATE, not to exceed a total of \$ 5,540.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District 1 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 1 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 08/15/2018 , and shall terminate on 06/30/2019.
5. This agreement may be terminated at any time during the term by either party upon Ten (10) days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

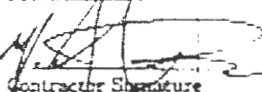
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:


Contractor Signature

PEDIATRIC
NEUROPSYCHOLOGIST
Title

Tracy Unified School District

IRS Identification Number

Date

PEDIATRIC NEUROPSYCHOLOGIST
Title

Account Number to be Charged

619 COMBOS AVE, SUITE 320
Address

Department/Office Approval

OAKLAND, CA 94612

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: August 6, 2018
SUBJECT: Approve Agreement for Special Contract Services with Haynes Family of Programs, S.T.A.R. Academy for Occupational Therapy Independent Education Evaluation (IEE) for the 2018-2019 School Year

BACKGROUND: Board approval is requested to develop a contract with Haynes Family of Programs, S.T.A.R. Academy NPA for an Independent Educational Evaluation (IEE) for Occupational Therapy for a special education student. The Special Education department would like to contract with Haynes Family of Programs, S.T.A.R. Academy NPA, for the agreed upon assessment per a confidential settlement agreement. Approval is necessary at this time to remain compliant with that agreement.

RATIONALE: Districts must offer a continuum of services including, when necessary, Independent Education Evaluations, conducted by assessors of parents' choosing, 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 are billed at a flat rate of \$1,750.00. Total contract expenses will not exceed a total of \$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 Haynes Family of Programs, S.T.A.R. Academy for Occupational Therapy Independent Education Evaluation (IEE) for the 2018-2019 School Year.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Haynes Family of Programs, S.T.A.R. Academy NPA, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide Occupational Therapy Assessment (OT)
for student per confidential settlement agreement. Assessment to include: observations, records review,
direct assessments, report writing, and attendance at an IEP. Assessor must provide district a final invoice,
signed copy of final assessment report, and copies of all assessment 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
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 1,750.00 per [] HOUR [] DAY [✓] FLAT RATE, not to exceed a total of \$ 1,750.00. 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 08/15/2018, and shall terminate on 06/30/2019.
5. This agreement may be terminated at any time during the term by either party upon 10 days (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. Tammy Jallque, HR Associate Superintendent
7. Contractor shall contact the District's designee, _____ at (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
- a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
- b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

Department/Site Approval

Budget Approval

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
DATE: August 6, 2018
SUBJECT: **Approve Agreement for Special Contract Services with James Bylund to Provide an Independent Educational Evaluation/Psycho-Educational Assessment for the 2018-2019 School Year**

BACKGROUND: Board approval is requested to contract for an Independent 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. Approval is necessary at this time to remain compliant with a confidential settlement agreement 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. 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: Approve Agreement for Special Contract Services with James Bylund to Provide an Independent Educational Evaluation/Psycho-Educational Assessment for the 2018-2019 School Year.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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/adaptive 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 \$ 4,000.00 per [] HOUR [] DAY [✓] FLAT RATE, not to exceed a total of \$ 4,000.00. 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 08/15/2018, and shall terminate on 06/30/2019.
5. This agreement may be terminated at any time during the term by either party upon Ten (10) days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Tammy Jalique, HR Associate Superintendent, 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:

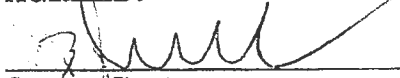
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm 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:

 7/19/18
Contractor Signature Title

IRS Identification Number

OWNER - BTLUMP NURSERY SERVICE

Title

1181 CENTRAL BLVD SUITE D

Address

BYENTWOOD CA 94513

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 3, 2018
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

MANAGEMENT RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Backman, Talitha Psychologist	DEC	6/30/18	To Accept School Psychologist/Mental Health Coordinator Position
Brown, Troy Director, Student Services	DEC	6/30/18	Personal
Mitchell, Traci Counselor	WCDS	6/30/18	To Accept the Assistant Principal Position at Willow
Pecot, Robert Assessment Accountability	DEC	6/30/18	To Accept Director, Position of Student and Services and Curriculum
Petty, Mary Assistant Principal, 9-12	KHS	7/25/18	To Accept the Principal at Jacobson Elementary
Salinas, Tania Principal, K-5	JES	6/30/18	To Accept Director Position of Assessment and Accountability

BACKGROUND:**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Adams, Barbara 7 th Grade (GATE)	MVMS	6/26/18	Personal
Barajas De Garcia, Elisavet Math Curriculum Specialist	DSC	6/30/18	To Accept Assistant Principal Position at West High School
Barrett, Heather 8 th Grade Science	MVMS	6/30/18	Personal
Cashmere, Bond English	THS	6/30/18	To Accept Program Administrator Position at Professional Learning and Curriculum
Costa, Emily Behavior Curriculum Specialist (TOSA)	DEC	6/30/18	Personal
Davenport-Kellogg, English	SHS	5/31/18	Personal
Dorsey, Jeremy 3 rd Grade	CES	6/29/18	Personal
Irvin, Chad English	SHS	7/9/18	Personal
Kassel, Jennifer GATE	SWP	8/1/18	To Accept Math 4 th /5 th TOSA Position in Professional Learning and Curriculum
LaVelle, Angela 1 st Grade Job Share (.2 FTE)	PCES	6/30/18	Personal
Lopez, Manuel RSP	WHS	6/29/18	Personal
Ludwig, Abbey English/ELD	WHS	6/30/18	Personal

O'Brien, Brigitte 4 th Grade	JES	6/25/18	Personal
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Taylor, Phyllis RSP	WMS	6/21/18	Personal
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BACKGROUND:

CERTIFICATED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
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Berendt, Corinne 8 th Grade Core	MVMS	6/30/18
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Huggins, Lynn Business	KHS	7/30/18
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McMahon, Elsa Kindergarten	MES	6/30/18
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BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
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Bates, Crystal K-8 Library Technician	Poet	08/14/18	Personal
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Brightenstine, Danielle H.S. Admin. Secretary	THS	07/16/18	Personal
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Bryant, Lisa Attendance Clerk	Jacobson	06/29/18	To accept Secretary to the Director of Curriculum & Student Services position
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Boyd, Jennifer Para Educator I	Hirsch	06/30/18	Personal
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Chellew, Laura Utility Person III	MOT/Trans.	07/13/18	To accept a Utility Person III (Day) position
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Childs, Michelle Para Educator I	Bohn	06/30/18	Personal
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Chivers, Amy Para Educator I	Jacobson	07/06/18	Personal
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Davis, Alisha Bus Driver/Custodian	MOT	07/28/18	Personal
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De Lange, Tess Special Ed Para Educator I	Central	07/16/18	Personal
Duarte Granados, Maria Preschool Instructor	North	07/05/18	Personal
<u>Fierros, Claudia</u> Clerk Typist II	North	07/11/18	Personal
Fung, Denise SSA	Villa	06/14/18	Personal
Haws, Jeffrey Bus Driver	Transport.	08/02/18	To accept a 5 hour Bus Driver position
Koti, Nitu Anne Para Educator II	Jacobson	08/03/18	Personal
Lundberg, Erika H.S. Library Technician	THS	07/09/18	Personal
McAfee, Sherry Clerk Typist I	WMS	08/17/18	Personal
Manzo, Maribel Para Ed II	WHS	08/02/18	To accept a Para Ed II position at Willow
Montijo, David Utility Person II	MOT	07/23/18	To accept a Utility Person III position
Morse, Monica Special Ed Para Ed I	TLC	07/24/18	Personal
Munoz, Sandra Bilingual Para Ed I	MVMS	07/31/18	Personal
Ramirez, Cynthia FSW	Hirsch	07/25/18	Personal
Rocha, Jennifer Secretary to the Director of MOT	MOT	07/27/18	Personal
Ross, Nancie Special Ed Para Educator I	McKinley	07/26/18	Personal
Salomon, John SSA	Central	07/20/18	Personal
Scheuerlein, Robyn IEP Para Educator I	WMS	08/03/18	Personal

Segura, Martha Bilingual Para Educator I	Freiler	06/21/18	Personal
Silligman, Cynthia Special Ed Para Educator I	Stein	08/01/18	Personal
Theall, Maria Bilingual Para Educator I	North	07/02/18	Personal

BACKGROUND

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Gallegos, Luz Personnel Analyst for Certificated Employees	HR	06/30/18	Accepted Payroll Technician position

BACKGROUND:

CLASSIFIED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Gonsalves, Gerard Utility Person III	MOT	08/01/18
Ledbetter, Maria Bus Driver/Cust./Grounds	MOT	07/16/18

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

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 3, 2018
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Altura, Nicolette

Anastasio, Jessica

Anastasio, Jillian

Anastasio, Stacy

Anguiano-Hernandez,
Melissa

Ballew, Karol

Barnes, Timothy

CERTIFICATED

4th Grade - Conventional (Replacement)
South West Park School
Class I, Step 1, "A", \$48,137
Funding: General Fund

4th Grade (Replacement)
North Elementary School
Class I, Step 1, "A", \$48,137
Funding: General Fund

Social Science (Replacement)
West High School
Class I, Step 1, "A", \$48,137
Funding: General Fund

Business (Replacement) (Intern)
(Amended Name from Prior Agenda)
West High School
Class I, Step 1, "A", \$48,137
Funding: General Fund

Kindergarten (Replacement) (Temporary)
McKinley Elementary School
Class I, Step 1, "A", \$24,979.20
Funding: General Fund

RSP (Replacement)
George Kelly School
Class I, Step 1, "A", \$49,997
Funding: Restricted Funds

Social Science (Replacement)
West High School
Class I, Step 1, "A", \$48,137
Funding: General Fund

Bravo, Rogelio	7 th Grade Core (Replacement) Williams Middle School Class I, Step 1, "A", \$48,137 Funding: General Fund
Cerney, Mary Ellen	7 th Grade ELA (Replacement) Poet-Christian School Class I, Step 1, "A", \$48,137 Funding: General Fund
Christenson, Valerie	English Language Arts (Replacement) Stein High School Class I, Step 1, "A", \$49,997 Funding: General Fund
Cortez, Jacob	Music (Replacement) Kimball High School Class I, Step 1, "A", \$48,137 Funding: General Fund
De La Mora, Ana	Mathematics (Replacement) Kimball High School Class I, Step 1, "A", \$48,137 Funding: General Fund
Friedman, Jessica	RSP (Replacement) Williams Middle School Class I, Step 1, "A", \$49,997 Funding: Restricted Funds
Garg, Archana	5 th Grade - GATE (Replacement) South West Park School Class I, Step 1, "A", \$48,137 Funding: General Fund
Getzinger, Rebecca	Art (Replacement) Tracy High School Class I, Step 1, "A", \$48,137 Funding: General Fund
Green, Hannah	6 th Grade (Replacement) North Elementary School Class I, Step 1, "A", \$48,137 Funding: General Fund
Henderson, Jeff	6 th Grade (Replacement) (Intern) Monte Vista Middle School Class I, Step 1, "A", \$48,137 Funding: General Fund

Inglima, Cristina	3 rd Grade (Replacement) Jacobson Elementary School Class I, Step 1, "A", \$48,137 Funding: General Fund
Jones, Jacie	Social Science (Replacement) West High School Class I, Step 1, "A", \$48,137 Funding: General Fund
Kretz, Sarah	5 th Grade - Conventional (Replacement) South West Park School Class I, Step 1, "A", \$48,137 Funding: General Fund
Lindsey, DeLonna	RSP (Replacement) Williams Middle School Class I, Step 1, "A", \$49,997 Funding: Restricted Funds
Kassel, Jennifer	Math TOSA (Replacement) Curriculum Specialist for Mathematics Program Learning and Curriculum Class VI, Step 14, "B", \$81,356 Funding: General Fund
McAllister, Ava	SDC 4/5 (Replacement) Bohn Elementary School Class I, Step 1, "A", \$48,137 Funding: Restricted Funds
McDonald, Lynesshia	3 rd Grade (Replacement) Central Elementary School Class I, Step 1, "A", \$48,137 Funding: General Fund
Mendez, Anamarie	8 th Grade Core (Replacement) Monte Vista Middle School Class I, Step 1, "A", \$48,137 Funding: General Fund
Moss, John	Social Science/PE (Replacement) Stein High School Class I, Step 1, "A", \$49,997 Funding: General Fund
Pitta, Dena	SDC 6-8 (Replacement) Monte Vista Middle School Class I, Step 1, "A", \$48,137 Funding: Restricted Funds

Piuser, Adam	Mathematics (Replacement) Tracy High School Class I, Step 1, "A", \$48,137 Funding: General Fund
Stone, Laura	SDC 4/5 (Replacement) McKinley Elementary School Class I, Step 1, "A", \$49,997 Funding: Restricted Funds
Robertson, Jayme	6 th Grade (Replacement) George Kelly Elementary School Class I, Step 1, "A", \$48,137 Funding: General Fund
Shepherd, Brian	.4 FTE Earth Science/.6 FTE Physics (Replacement) Kimball High School Class I, Step 1, "A", \$48,137 Funding: General Fund
Smith, Victoria	Music (Replacement) George Kelly Elementary School Class I, Step 1, "A", \$48,137 Funding: General Fund
Stanton, Shelby	SDC Preschool (Replacement) McKinley Elementary School Class I, Step 1, "A", \$49,997 Funding: Restricted Funds
Tep, Samphors	2 nd Grade (Replacement) McKinley Elementary School Class I, Step 1, "A", \$48,137 Funding: General Fund
Thiessen, Carolyn	SDC Young Adult Program (New) Stein High School Class I, Step 1, "A", \$51,857 Funding: Restricted Funds
Vavuris, Nancy	Home Hospital (New) Willow Community Day School Class I, Step 1, "A", \$51,857 Funding: Restricted Funds
Westmoreland, Lucas	Social Science (Replacement) Kimball High School Class I, Step 1, "A", \$48,137 Funding: General Fund

Woods, Robert

Social Science (Replacement)
Willow Community Day School
Class VI, Step 1, "B", \$59,561
Funding: General Fund

BACKGROUND:

MANAGEMENT / CLASSIFIED
CONFIDENTIAL

Backman, Talitha

School Psychologist/Mental Health
Coordinator (Replacement)
Class 11 – LMP, Step E
\$97,621
Funding: Restricted Funds

Barajas De Garcia,
Elisavet

Assistant Principal, 9-12 (Replacement)
West High School
Range 54 - LME, Step A, \$493.68 per day
Funding: General Fund

Cashmere, Bond

Program Administrator (Replacement)
Program Learning and Curriculum
Range 49 - LME, Step C, \$402.50 per day
Funding: General Fund

Mitchell, Traci

Assistant Principal of Alternative Schools
(New)
Willow Community Day School/DR
Range 51 - LME, Step C, \$511.19 per day
Funding: General Fund

Nyberg, Virginia

Assistant Principal, K-8 (Replacement)
North Elementary School
Range 51 - LME, Step A, \$463.68 per day
Funding: General Fund

Pecot, Robert

Director (Replacement)
Student Services and Curriculum
Range 58 - LME, Step E, \$633.93 per day
Funding: General Fund

Petty, Mary

Principal, K-5 (Replacement)
Jacobson Elementary School
Range 54 – LME, Step E, \$600.04 per day
Funding: General Fund

Salazar, Maria

English Learner Program Coordinator (New)
Continuous Improvement, State and Federal
Programs
Range 49 – LME, Step A, \$455.78 per day
Funding: Restricted Funds

Salinas, Tania

Director (Replacement)
Assessment and Accountability
Range 58 - LME, Step D, \$603.76 per day
Funding: General Fund

BACKGROUND:

Alfaro, Cynthia

CLASSIFIED

Parent Liaison (Replacement)
Central/Bohn/Hirsch

Range 28, Step A - \$15.73 per hour

8 hours per day

Funding: Targeted EL

Alvarado, Salvador

Utility Person III (New)

MOT/THS

Range 36, Step A - \$18.95 per hour + ND

8 hours per day

Funding: Transportation-Special Ed –
37.50% & General Fund – 62.50%

Atwal, Pardeep

Special Ed Para Educator I (New)

Central School

Range 24, Step C - \$15.73 per hour

4 hours per day

Funding: Special Education

Bryant, Lisa

Secretary to the Director of Curriculum and
Student Services (Replacement)

DEC/Student Services

Range 40, Step B - \$21.82 per hour

8 hours per day

Funding: General Fund – Unrestricted

Chellew, Laura

Utility Person III (Replacement)

Transportation/THS

Range 36, Step E - \$22.85 per hour

8 hours per day

Funding: General Fund – 62.50% &
Transportation – Special Ed – 37.50%

Citarelli, Shana

Special Ed Para Educator I (New)

Villalovoz Elementary School

Range 24, Step C - \$15.73 per hour

6.5 hours per day

Funding: Special Education

Duarte, Kathy

School Supervision Assistant (Replacement)
WMS

Range 21, Step A - \$13.39 per hour

2 hours per day

Funding: General Fund – Unrestricted

Estrada, Cindy	Bilingual Para Educator I (Replacement) S/WP Range 24, Step B - \$15.02 per hour 4 hours per day Funding: Targeted EL
Gallegos, Luz	Payroll Technician (Replacement) DEC/Finance Range 52, Step E - \$33.35 per hour 8 hours per day Funding: General Fund
Haws, Jeffrey	Bus Driver (Replacement) Transportation Range 36, Step B - \$19.85 per hour 5 hours per day Funding: Transportation – Special Ed
Manzo, Maribel	Para Educator II (Replacement) Willow Community Day School Range 30, Step E - \$19.85 per hour 8 hours per day Funding: Targeted SES
Montijo, David	Utility Person III (Replacement) MOT/North Range 36, Step E - \$22.85 per hour + ND 8 hours per day Funding: General Fund – 25%; Transportation-Special Ed – 50% and Ongoing & Major Maintenance – 25%
Quarbani, Haidee	Special Ed Para Educator I (Replacement) Jacobson Elementary School Range 24, Step C - \$15.73 per hour 6 hours per day Funding: Special Ed IDEA BAS GRNT
Rai, Ronita	Special Ed Para Educator I (New) Art Freiler Range 24, Step A - \$14.35 per hour 6.5 hours per day Funding: Special Education
Rodriguez, Rocky	Utility Person III (New) WMS/Villa/Transportation Range 36, Step D - \$21.82 per hour 8 hours per day Funding: General Fund – 25%; Transportation-Special Ed – 50% and General Fund – Unrestricted – 25%

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

Para Educator I (Replacement)
 Bohn Elementary School
 Range 24, Step A - \$14.35 per-hour - - -
 3 hours per day; Monday through Thursday
 Funding: IASA – Title I

BACKGROUND:

Rivera, Sean

COACHES

Freshman Football
KHS
Stipend: \$4,465.00

Saaga, Merinesa

Freshman Girls Volleyball
KHS
Stipend: \$3,905.61

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: August 3, 2018
SUBJECT: **Approve Resolution No. 18-01 A Approving Acquisition of Property and Authorizing the Filing of a Notice of Exemption**

BACKGROUND: The District entered into a Purchase and Sale Agreement and Joint Escrow Instructions, dated February 28, 2018, with San Joaquin Lumber Company for the property located at 455 East 11th Street, and adjacent to the Tracy High School (“Property”).

Before finalizing acquisition of property intended for use as a school site or expansion of an existing school site, school districts are required to hold a public hearing to evaluate the property in accordance with the site selection standards set forth in the Education Code, their implementing regulations, and the California Department of Education’s (“CDE”) School Site Selection and Approval Guide. (See Education Code, § 17211.)

Following the public hearing, the Board may choose to approve the attached proposed Resolution, which makes findings that the Property meets the school site selection criteria, approves the acquisition of the property, authorizes the filing of a Notice of Exemption in compliance with the California Environmental Quality Act, and authorizes the Superintendent, or designee, to execute the paperwork needed to close escrow on the Property and conclude the District’s acquisition.

RATIONALE: The District engaged Terraphase Engineering Inc. (“Terraphase”) to perform the analysis regarding the CDE’s site selection standards and environmental conditions onsite. Terraphase prepared a Title 5 Site Selection Report, dated July 31, 2018 (“Title 5 Report”) analyzing the school site selection criteria found in title 5 of the California Code of Regulations, a Phase I environmental site assessment of the Property, dated April 2018 (“Phase I”), a Limited Phase II Environmental Investigation Report, dated January 30, 2018 (“Limited Phase II”) summarizing the findings from the limited samplings conducted at the Property, a Railroad Risk Assessment Report, dated July 31, 2018 (“Railroad Risk Assessment Report”) evaluating the rail easements within 1,500 feet of the Property, and a Stage 2 Pipeline Risk Assessment Report, dated July 31, 2018 (“Stage 2 Pipeline Report”) evaluating risks associated from the potential hazards of the pipelines and above-ground storage tanks located within 1,500 feet of the Property.

The Title 5 Report, the Phase I, the Limited Phase II, the Railroad Risk Assessment Report, and the Stage 2 Pipeline Report are each available for the Board's and public's reference at the District office. District staff has provided the Board with a summary of the application of CDE's site selection standards to the Property based upon the findings in the Title 5 Report, in addition to the key findings and recommendations set forth in the other reports in the proposed Resolution attached to this Agenda Item, and requests the Board hold a public hearing to evaluate the Property's compliance with the CDE site selection standards.

FUNDING: The purchase price of the property of \$800,000 plus closing costs to funded by State Facilities Funding Cost Savings from other State Projects

RECOMMENDATIONS: Following the public hearing, District staff requests the Board take the following actions by approval of the Resolution:

1. Approve the Property as an appropriate potential site for future school purposes.
2. Approve the execution of a Certificate of Acceptance for the Property and close of escrow to acquire the Property.
3. Approve the Notice of Exemption attached to Resolution and authorize District staff to file the Notice of Exemption with the County Clerk's Office.

Prepared by: Bonny Carter, Director of Facilities and Planning



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 18-01
RESOLUTION APPROVING ACQUISITION OF PROPERTY AND
AUTHORIZING THE FILING OF A NOTICE OF EXEMPTION**

WHEREAS, Tracy Unified School District (“District”) and San Joaquin Lumber Company (“Seller”) entered into a Purchase and Sale Agreement and Joint Escrow Instructions, dated February 28, 2018 (“Agreement”), under which Seller agreed to sell and convey, and District agreed to purchase an approximately 0.57 acres of real property identified with an address of 455 East 11th Street, located in the City of Tracy, County of San Joaquin, California (APN 233-370-07) (“Property”), as further described in the Agreement; and

WHEREAS, although there are no site development plans or funding arrangements at this time, or other alternative potential sites, the District anticipates the need for additional facilities or space for its students, and desires to acquire the Property for potential expansion of its Tracy High School campus at a future time; and

WHEREAS, Education Code section 17211 requires that the governing board (“Board”) evaluate the Property at a public hearing using the site selection standards set forth in the Education Code and its implementing regulations commencing at section 14010, Title 5 of the California Code of Regulations (“5 CCR”), and in the California Department of Education’s (“CDE”) School Site Selection and Approval Guide (collectively the “Site Selection Standards”); and

WHEREAS, the District’s Site Selection Standards consultant, Terraphase Engineering Inc. (“Terraphase”), evaluated the Property, applying the Site Selection Standards and produced a Title 5 Site Selection Report, dated July 31, 2018 (“Title 5 Report”); and

WHEREAS, during its investigation of the Property, Terraphase identified three rail easements and sidings located within 1,500 feet of the Property and prepared a Railroad Risk Assessment Report, dated July 31, 2018 (“Railroad Risk Assessment Report”) to evaluate the potential hazards posed by the current and reasonably anticipated future railroad conditions and operations and to provide recommendations to reduce the hazards; and

WHEREAS, during its investigation of the Property, Terraphase identified pipelines and above-ground storage tanks located within 1,500 feet of the Property and prepared a Stage 2 Pipeline Risk Assessment Report, dated July 31, 2018 (“Stage 2 Pipeline Risk Assessment Report”) to

evaluate the risks associated with these potential hazards and to provide recommendations to reduce the risks; and

WHEREAS, Terraphase, as the District's environmental assessor, evaluated the Property for potential environmental contamination on the Property and to evaluate if contamination could potentially occur in the future because of activities or conditions on or near the Property and prepared a Phase I Environmental Site Assessment, dated August 2018 ("Phase I") in conjunction with a Limited Phase II Environmental Investigation Report, dated January 30, 2017 ("Limited Phase II"); and

WHEREAS, the District must also comply with the pertinent provisions of the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq. and Cal. Code of Regs, tit. 14, § 15000 et seq.) ("CEQA") in order to receive CDE site approval for the District's acquisition and use of the Property; and

WHEREAS, the District's Board held a public hearing during its August 14, 2018, meeting concerning compatibility of the Property with the Site Selection Standards, as required by section 17211 of the Education Code.

NOW, THEREFORE, the Board of Education of the Tracy Unified School District hereby finds, determines, declares, orders and resolves as follows:

Section 1. That all of the recitals set forth above are true and correct.

Section 2. After review of the Title 5 Report and evaluation of the Property at a public hearing, the Board makes the following findings with respect to compliance of the Property with the Site Selection Standards:

a. The Property is not within the Site Selection Standards' specified distances from high voltage transmission line easements; and therefore, complies with the distance to high voltage power lines standard of 5 CCR 14010(c).

b. Three rail lines are located within 1,500 feet of the Property: (1) Lathrop main line (950 feet southeast); (2) Los Banos main line (1,400 feet southeast); and (3) a rail spur (350 feet east), in addition to several rail sidings. These rail lines include approximately 5,650 feet of tracks and six road crossings, within 1,500 feet of the Property. In accordance with the provisions and requirements of the railroad risk standards of 5 CCR 14010(d) and Education Code section 17213(b), Terraphase evaluated these rail lines and sidings in its Railroad Risk Assessment Report and concluded the rail traffic in the vicinity of the Property poses a negligible hazard to the Property and noise from railroad operations is not anticipated to be a problem due to the distance between the Property and the nearest railroad segment/crossing and the infrequent daytime use of the nearest rail segment. Terraphase recommends the District conduct a noise study, prior to construction, to verify the sound intensity at the Property from passing trains and crossing warning signals, and for the District to implement specific emergency response procedures due to the potential hazardous materials cargo which may be transported along the rail segment.

c. The Tracy General Plan indicates that the expected average noise level at a location approximately 4,000 feet west of the Property is 71 decibels, and this is within the conditionally acceptable noise range for schools. The existing Tracy High School complex adjacent to the Property is located within 1,500 feet of I-205 Business Loop, however, it may be difficult to locate sites suitable for school purposes that are not located near I-205 or other busy traffic corridor as defined in Education Code section 17213(d)(9). Based on this information, the District may not comply with the road and freeway safety location standard of 5 CCR 14010(e), but complies with the sound level standard of 5 CCR 14010(e).

d. The Property is not within an Alquist Priolo Earthquake fault zone or any other special studies zone and does not contain an active earthquake fault or fault trace; and, therefore, the Property complies with the earthquake faults standard of 5 CCR 14010(f).

e. The Property is not within a 100-year floodplain or flood hazard area. The Property is not within an area at risk for flood inundation due to dam breaches or levy failures. Based on this information, the Property complies with the flood area standard of 5 CCR 14010(g).

f. The provisions and requirements of the above-ground storage tanks and high-pressure pipeline standards of 5 CCR 14010(h) and Education Code section 17213(a)(3) require a risk analysis study if an above-ground water or fuel storage tank is located within 1,500 feet of a pipeline easement. The following pipelines and aboveground storage tanks have been identified within 1,500 feet of the Property: (1) PG&E 8-inch natural gas line; (2) PG&E 6-inch natural gas line; (3) Kinder Morgan non-highly volatile liquids 12-inch pipeline; (4) three 12-inch City of Tracy water lines; (5) an unused City's 100,000 gallon, 140-foot high water tower; and (6) 130,000 gallon above-ground water storage tank. The potential imminent health and safety risks were analyzed in the Stage 2 Pipeline Risk Assessment Report which concluded that risk of injury or death from a rupture of any of these pipelines is below the CDE criterion, and risk of death in the event of a rupture jet-fire is zero. In an effort to further reduce the risk of a pipeline rupture and rupture jet-fire, the District is recommended to implement specific emergency response and evacuation measures as identified in the Report.

g. The Property is flat and therefore landslides are not a significant hazard, and review of boring logs from an adjacent site indicates that the groundwater table is shallow and that sand strata are present within 50 feet of the ground surface. However, given the seismic environment of Tracy, liquefaction is likely to occur at the Property during large earthquakes and will need to be mitigated. The Department of the State Architect (DSA) guidelines indicate it will likely require an assessment of site-specific liquefaction potential at the Property prior to its use for school purposes. Based on this information, the Property may comply with the susceptibility for liquefaction and landslides standard of 5 CCR 14010(i), and the District will conduct the required assessments prior to using the Property for any school purpose.

h. The Property has an approximate square shape (200 feet by 175 feet), and the length to width ratio of the Property will most likely accommodate a future proposed parking lot; thus, the Property complies with the site shape standard of 5 CCR 14010(j).

i. The Property is located on West 11th Street, in the business loop segment of I-205, which has a speed limit of 25 mph due to the adjacent high school campus, and existing driveways can be seen for 150 feet in each direction. Due to the low speed limit and good sight distance to existing driveways, the Property complies with the road accessibility standard of 5 CCR 14010(k).

j. The Property is located on West 11th Street, in the business loop segment of I-205, designated as a major arterial in the Tracy General Plan and, thus, the District is recommended to work with the City to develop a plan for the safe arrival and departure of students, in accordance with the traffic safety standard of 5 CCR 14010(l).

k. The property immediately north of the Property is zoned for public facilities and is the location of Tracy High School. Surrounding properties are zoned primarily low-density residential and park, industrial, office, and public facilities. The existing and proposed zoning of the surrounding properties comply with the zoning compatibility standard of 5 CCR 14010(m).

l. The Property is not yet developed and the District has no specific plans for the site; in accordance with the recommendation of 5 CCR 14010(n), should there be students walking to the Property, the District will consider safe walking routes and bussing options, if appropriate.

m. In accordance with the recommendation of 5 CCR 14010(o), when the specific project and design are defined for the Property, District staff will evaluate the Property for any appropriate joint use with other public services, and will coordinate with local government, recreation, and park authorities to consider potential joint use, in compliance with 5 CCR 14011(e).

n. The Property is located less than one mile from the nearest fire station and the Tracy Police Department, and is close to Route C of the Tracer bus line; therefore, the Property complies with the convenience to public services standard of 5 CCR 14010(p).

o. In accordance with the recommendation of 5 CCR 14010(q), when the specific project and design are better defined for the Property, District staff will consider the environmental factors of light, wind, noise, aesthetics, and air pollution and their impacts to the Property.

p. Public records identified no easements on or adjacent to the Property that would restrict access; therefore, the Property complies with the flexibility of easements standard of 5 CCR 14010(r).

q. The Property does not appear to present cost or other factors that would result in undue delays or unreasonable costs consistent with the State Allocation Board standards, and therefore complies with 5 CCR 14010(s).

r. Pursuant to Education Code sections 17213(a)(1) and (2), a school site cannot be located on the site of a current or former hazardous waste disposal site or solid waste disposal site or a hazardous substance release site, and pursuant to 5 CCR 14010(t), a school site

must not be 2,000 feet from a hazardous waste disposal site, unless the governing board makes certain findings addressing the health risks to the site. The California State Water Resources Control Board (SWRCB) GeoTracker website, and California DTSC Envirostor website indicate no solid waste disposal or hazardous waste disposal site within 2,000 feet of the Property, thus meeting the criteria of Sections 17213(a)(1) and (2). However, the Property is located within 2,000 feet of several hazardous substance release sites (primarily leaking underground storage tanks), although most of these sites have received case closure from the Regional Water Quality Control Board or the County. The Phase I identified certain recognized environmental conditions ("REC") although the Limited Phase II determined that these identified RECs did not significantly affect the Property. However, based on the results of the limited soil, soil gas, and groundwater sampling conducting during the Limited Phase II investigation, the District is currently working with the Department of Toxic Substances Control ("DTSC") for its review of the Property under the Preliminary Endangerment Assessment ("PEA") process. District staff will update the Board with any requirements and recommendations from the DTSC during the PEA process.

s. The closest airport runway is located at the Tracy Municipal Airport, located approximately 3.4 nautical miles southwest of the Property and, therefore, the Property complies with the proximity to airport runway standard of Education Code section 17215.

t. The Property is not located within ¼ mile of facilities that might reasonably be anticipated to emit hazardous air emissions or to handle hazardous or extremely hazardous materials, substances, or waste according to the Air Resources Board's database. Accordingly, the Property complies with the proximity to hazardous or acutely hazardous air emissions standard of Education Code section 17213(b).

Section 3. The Board hereby approves proceeding with close of escrow to acquire the Property pursuant to the terms of the Agreement, and hereby authorizes the District's Superintendent and/or designee to perform all acts and execute all documents necessary to carry out, give effect to, and comply with the terms and intent of this Resolution, including signing the Certificate of Acceptance and all other closing documents required by the escrow officer, and closing escrow to consummate the acquisition of Property from Seller.

Section 4. After review of the Notice of Exemption from CEQA for the District's Property acquisition in substantially the final form attached hereto as EXHIBIT A, the Board hereby approves the Notice of Exemption, and authorizes the District's Superintendent and/or designee to file the Notice of Exemption with the San Joaquin County Clerk's Office and perform all other acts necessary to carry out, give effect to, and comply with the terms and intent of this Resolution.

Section 5. This Resolution shall be effective as of the date of its adoption.

APPROVED, PASSED AND ADOPTED by the Board of Education of the Tracy Unified School District on this 14th day of August, 2018.

AYES:

NOES:

ABSENT:

ABSTAIN:

Greg Silva, President
Board of Trustees
Tracy Unified School District

Dan Arriola, Clerk
Board of Trustees
Tracy Unified School District

EXHIBIT A
Notice of Exemption

[See Attached Form of Notice of Exemption.]

Notice of Exemption

To: San Joaquin County Recorder - County Clerk
44 North San Joaquin Street
Second Floor, Suite 260
Stockton, CA 95202

From: Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
Attn: Superintendent

Project Title: Acquisition of Property for Potential Expansion of School Site.

Project Applicant: Tracy Unified School District.

Project/Site Location - Specific: Approximately 0.57 acres located at 455 East Eleventh Street, Tracy, California (APN 233-370-07).

Project Location - City and County: City of Tracy, County of San Joaquin.

Description of Nature, Purpose and Beneficiaries of Project: Applicant/Lead Agency seeks to acquire property for potential expansion of Tracy High School. There are no site development plans, funding arrangements, or other alternative potential sites, but Applicant/Lead Agency anticipates the need for this expansion to accommodate the growth at its Tracy High School. When a funding source is identified, the Applicant/Lead Agency will seek approval from its governing board to plan and develop the Site for expansion of the high school campus and to initiate CEQA compliance measures for the proposed Site development. Beneficiaries are residents in the community, prospective students, teachers, and other school district employees.

Name of Public Agency Approving Project: Tracy Unified School District.

Name of Person or Agency Carrying Out Project: Tracy Unified School District.

Exempt Status:

- ☐ Ministerial (Sec. 21080(b)(1); 15268)
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a))
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c))
- ☒ Statutory Exemptions: **Feasibility and Planning Studies (Sec. 15262).**
- ☒ Other: **Common Sense Exemption (Sec. 15061(b)(3)).**

Reasons Why Project Is Exempt:

Feasibility and Planning Studies (Sec. 15262): Project involves only feasibility or planning studies for possible future actions (i.e., planning, development, and construction for potential expansion of school site) which the governing board has not yet approved, adopted, or funded.

Common Sense Exemption (Sec. 15061(b)(3)): It can be seen with certainty that there is no possibility that the project involves any activity that may have a significant effect on the environment. Applicant/Lead Agency is seeking to acquire the Site for potential expansion of its Tracy High School campus, and will hold the Site until plans for development and funding are formulated. Applicant/Lead Agency has, however, conducted various environmental and safety factor studies to assess the feasibility of utilizing the Site for an educational purpose in the future. When a funding source is determined, the Applicant/Lead Agency will seek approval from its governing board to proceed with planning and developing the Site to expand the high school campus, and to initiate CEQA compliance measures for the proposed Site development.

• Lead Agency

Contact Person: **Brian Stephens, Ed.D.**

Area Code/Telephone: **(209) 830-3201**

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☒ Yes ☐ No

Signature: _____ Date: _____ Title: **Superintendent**

☒ Signed by Lead Agency ☒ Signed by Applicant

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached grant deed, from **San Joaquin Lumber Company**, a registered California corporation, to **Tracy Unified School District**, a California public school district, is hereby accepted by order of the Board of Education of the Tracy Unified School District, pursuant to authority conferred by Resolution No. 18-01, Resolution Approving Acquisition Of Property And Authorizing The Filing Of A Notice Of Exemption, adopted on August 14, 2018, and the Tracy Unified School District consents to recordation of the grant deed and this Certificate of Acceptance.

TRACY UNIFIED SCHOOL DISTRICT,
a California public school district

By: _____
Brian Stephens, Ed.D., Superintendent

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: July 20, 2018
SUBJECT: Approve Declaration for a Provisional Internship Permit

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

RATIONALE: The Provisional Internship Permit allows the employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. This agenda item meets District Goal #1: Hire, support, develop, train and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Declaration for a Provisional Internship Permit.

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

**BEFORE THE BOARD OF TRUSTEES
TRACY UNIFIED SCHOOL DISTRICT
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA**

DECLARATION

The Governing Board of Tracy Unified School District declares that the District has elected to employ the following teacher under a Provisional Internship Permit. The individual will be provided orientation, guidance and assistance during the valid period of the permit. She will also be provided assistance to seek and enroll in subject matter training, if necessary, in an effort to pass the subject matter competency exam. Once the exam is passed, she will be eligible for an Intern Permit.

Melissa Anguiano-Hernandez – McKinley, Kindergarten

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: July 31, 2018
SUBJECT: Acknowledge Revision to AR 4151 Salary Guides (First Reading)

BACKGROUND: The Tracy Unified School District Administrative Regulation 4151 currently allows a credentialed teacher with long-term teaching experience to be hired at a maximum salary step of 15 years. In order to help alleviate teacher shortages in the District, the proposed revised AR 4151 will allow the District to accept **all** prior years of service, if the teacher can validate the years and meet the criteria as listed in the Administrative Regulation.

This is a first reading. A second reading with intent to adopt will be proposed at the August 28, 2018 Board Meeting.

FUNDING: The potential cost will be paid from the general fund.

RECOMMENDATION: Acknowledge Revision to AR 4151 Salary Guides (First Reading).

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources

SALARY GUIDES**A. Purpose and Scope**

To provide guidance and direction for District personnel regarding placement and advancement for the bargaining unit members on the Certificated Salary Schedule.

B. General

1. The Governing Board will make the final decision on salary provisions.
2. For those members of the staff who are a part of a bargaining unit, only the exclusive representative can bargain over salaries.
3. Salary guides for employees covered by an employee agreement may be found in the current agreement.
4. Salary guides for other personnel may be inspected at the District office.

C. Forms Used and Additional References

Certificated Salary Schedule
College transcripts

D. Procedures

The terms "personnel" and "employee" shall be defined as any one required by the State Education Code to hold a valid credential. Provision for placement and advancement shall be as follows:

1. Step Placement

- a. Each year of verified professional service requiring a teaching credential rendered outside of the Tracy Unified School District shall be counted as one step **on the certificated salary schedule to a maximum of 14, making step 15 the highest step upon for** which a teacher may enter the Tracy Unified School District.
- b. Each paid year of related vocational experience may be credited as one step on the **certificated** salary schedule ~~to a maximum of 14, making step 15 the highest step upon for~~ which a credentialed teacher employed full-time in the field of vocational education may enter the Tracy Unified School District.

~~Full-time vocational experience obtained prior to~~ within the fourteen-year period immediately preceding a teacher's entry into full-time teaching service with the Tracy Unified School District ~~may be credited on a year-for-year basis to a maximum of two steps on the salary schedule for teachers who accept an assignment of not less than two periods per day in the field of vocational education after initially entering teaching service in the Tracy Unified School District in a non-vocational education assignment. This salary credit shall be available only to those teachers who have not reached Step 15 on the salary schedule.~~

SALARY GUIDES (continued)

- c. Private school experience for step increments on the salary schedule will be accepted, providing the private school was State-accredited at the time the employee taught there and the employee held a valid credential at the time of teaching.
- d. For an employee to receive credit for a year of service or experience, they must have been in paid status for 75% of a contracted year.
- e. Credit will not be given for college or university teaching experience.
- f. Credit will not be given for student teaching, or substitute teaching experience, with the following exception: credit will be given for long-term substitute teaching that results in the employee being employed as a second year probationary employee for the following school year under Education Code Section 44918.

2. Class Placement

- a. Class placement for persons holding a bachelor's degree and a valid California Credential issued for full-time service is to be determined by the number of semester or equivalent units earned from a college and/or university accredited by a regional accrediting institution that is recognized and approved by the California Commission on Teacher Credentialing (CCTC) either:
 - i. Beyond the date of the bachelor's degree; or
 - ii. A 5-year bachelor's degree and teaching credential program is defined as one in which the bachelor's degree requires a minimum of 4 years of full-time course work and the teaching credential coursework is blended into the bachelor's degree for a total of 5 years of coursework. Units earned towards completion of the teaching credential portion of the program may be utilized for class placement if official documentation is submitted from the college and/or university clearly indicating a 5-year bachelor's degree and teaching credential combined program. Teaching credential units cannot be counted towards completion of the bachelor's degree. The teaching credential units must be clearly identified on an official transcript and/or official document from the college and/or university. It is the sole responsibility of the teacher to provide official verification and documents from the college or university for consideration of class placement. If the teacher does not meet this burden, then he or she shall not be entitled to a higher placement on the District's salary schedule.
- b. Teachers may submit units for consideration for salary schedule placement per section D.3. of Administrative Regulation 4151.
- c. For the 2007-08 school year only, teachers may submit units for consideration under section D.2.a.ii. no later than November 30, 2007. For the 2007-08 school year only, any changes by the District in a teacher's salary placement shall be retroactive to July 1, 2007.

SALARY GUIDES (continued)

- d. For purposes of this Administrative Regulation (including but not limited to Section (a)(i)), only upper division and/or graduate units will be accepted. Lower division units earned after the initial bachelor's degree will not be accepted, unless approved by the Assistant Superintendent for Human Resources.

3. General Requirements

- a. All degrees and course work must be completed at an accredited college or university. The college or university must be accredited by a regional accrediting institution that is recognized and approved by the California Commission on Teacher Credentialing (CCTC). Degrees and/or course work from colleges or universities not accredited by a CCTC recognized and approved accrediting institution will not be accepted by the District. The accreditation status of a college, university, or private school during the employee's enrollment shall prevail. Previous or subsequent accreditation shall not be considered.

- b. Only units in which a "C" or better or a "pass" in a pass/fail class, is obtained will be considered for salary classification.

- c. Units verified by September 1 will apply to a change in salary classification.

Teachers initially hired into the District must provide verification of units for salary classification within 60 days from the date of their employment. If a new employee does not verify their units within this time frame, they shall waive their right to use those units for salary schedule purposes until the following school year.

- d. The burden of proof of training, experience, possession of credentials, and other required documents shall lie with the employee, both for initial placement and for advancement.

4. Horizontal or Class Movement on the Salary Schedule

Class placement for employees with a regular credential shall be determined by semester units completed subsequent to the date upon which the bachelor's degree was granted.

- a. Upper division and graduate units from a recognized college or university - summer, on campus, or extension may be used for class movement on the salary schedule.

- b. College equivalent units shall be granted based on the Carnegie Standard (15 hours per unit of credit).

SALARY GUIDES (continued)

- c. For award of any additional types of units for salary purposes, please consult with the collective bargaining agreement.

E. Reports Required

None

F. Record Retention

Personnel file
Contract

G. Responsible Administrative Unit

Human Resources

H. Approved By

~~Assistant~~ **Associate** Superintendent for Human Resources

Regulation adopted:

HS BD: 11/20/85
EL BD: 7/6/82

Regulation Revised:

EL BD: 3/11/86
HS BD: 12/11/86
EL BD: 1/13/87
Joint Board: 4/22/97
TUSD: 8/11/98
3/28/00
12/6/01
9/28/04
10/23/07
6/10/08



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: August 6, 2018
SUBJECT: **Adopt Resolution 18-02, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds**

BACKGROUND: Pursuant to Education Codes 45117 and 45114, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to eliminate certain classified positions due to lack of work or lack of funds.

RATIONALE: Elimination of certain classified positions are needed due to lack of work or lack of funds.

RECOMMENDATION: Approve Resolution 18-02, Authorizing the Elimination of Certain Classified Positions due to Lack of Work or Lack of Funds.

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 18-02**

**RESOLUTION FOR A REDUCTION IN CLASSIFIED STAFF DUE TO
LACK OF WORK/LACK OF FUNDS**

WHEREAS, Education Codes §45117 and §45114, Board Policy and the Collective Bargaining Agreement between the Tracy Unified School District and the California School Employees Association permit the Governing Board to eliminate the number of classified positions due to lack of work or lack of funds:

WHEREAS, the Governing Board of the Tracy Unified School District has determined that it shall be necessary to eliminate the following positions in the District not later than October 13, 2018 due to lack of work or lack of funds:

- a. Eliminate one (1) 3.5 hour/10 month Bus Aide

NOW, THEREFORE, BE IT RESOLVED that as of the close of the business day on October 13, 2018, the above referenced classified position shall be eliminated.

BE IT FURTHER RESOLVED, that the Superintendent, or Superintendent's designee, is authorized and directed to give notice to the affected classified employees pursuant to the District rules and regulations and applicable provisions of Education Code not later than sixty (60) days prior to the effective day of layoff as set forth above.

ADOPTED by the Governing Board of Tracy Unified School District on August 14, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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.

Clerk

Board of Trustees

Tracy Unified School District