

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, OCTOBER 9, 2018

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

**TIME: 6:30 PM Closed Session
7:00 PM Open Session**

A G E N D A

- | | | |
|-----------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: D. Arriola, J. Costa, 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: None.

3.2 Educational Services:
3.2.1 Finding of Fact – #18-19/#08, #18-19/#09, #18-19/#10

3.3 Human Resources:
3.3.1 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain __
3.3.2 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 Action on Findings of Fact 18-19/#08, #18-19/#09, #18-19/#10
Action: Motion ____; Second ____; **Vote:** Yes __; No __; Absent __; Abstain ____.
7. **Approve Regular Minutes of September 25, 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 Bohn Elementary School Presentation
9.2 Jacobson Elementary School Presentation
10. **Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting. None.
10.1 Administrative & Business Services: None.
10.2 Educational Services:
10.2.1 Receive Report on 2018 California Assessment of Student Performance and Progress (CAASPP) 6
11. **Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a yellow speaker's card).
12. **PUBLIC HEARING:**
12.1 Administrative & Business Services: None.
13. **Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.
Action: Motion ____; Second __; **Vote:** Yes __; No __; Absent __; Abstain __.
Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.
13.1 Administrative & Business Services:
13.1.1 Ratify Routine Agreements, Expenditures and Notice of Completions 7-9
Which Meet the Criteria for Placement on the Consent Agenda
13.1.2 Accept and Review the Status of School Connected 10-12
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 Gallo Center for the Arts to Provide a Anti-Bullying Assembly at McKinley Elementary School during the 2018-2019 School Year | 13-16 |
| 13.2.2 | Approve Overnight Travel for Tracy High School Varsity Girls' Basketball Team to Participate in the Wine Valley Tournament in Napa, CA on December 13-15, 2018 | 17 |
| 13.2.3 | Ratify Agreement for High School Dual Enrollment Opportunities between San Joaquin Delta College and the Tracy Unified School District for 2018-2020 | 18-25 |
| 13.2.4 | Ratify Agreement for Special Contract Services with Point Break to Provide Services at Tracy High School for the 2018-2019 School Year | 26-30 |
| 13.2.5 | Approve Funding for the WestEd K-8 Next Generation Science Standards Early Implementation Initiative Grant for the 2018-2020 School Years (Separate Cover Item) | 31 |
| 13.2.6 | Ratify Independent Services Agreement with NOVA Health Therapies, Inc. for Speech and Language Services | 32-38 |

13.3 Human Resources:

- | | | |
|---------------|---|--------------|
| 13.3.1 | Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment | 39-40 |
| 13.3.2 | Approve Classified, Certificated, and/or Management Employment | 41-43 |
| 13.3.3 | Approve the Hire of AVID College Tutors for the 2018-2019 School Year | 44-48 |
| 13.3.4 | Receive the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2019-2020 School Year and submit it for Negotiations, Pending Public Input | 49-50 |

- 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 Schematic Design Plan for North Elementary School and Approve Moving Forward with Design Development and Construction Documents (Presentation) | 51 |
| 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 October 23, 2018
- 17.2 October 17, 2018 (Special)
- 17.3 November 13, 2018
- 17.4 December 11, 2018
- 17.5 January 8, 2019
- 17.6 January 22, 2019

18. Upcoming Events:

- | | | |
|------|-----------------------------|---------------------------------------|
| 18.1 | October 22, 2018 | Parent/Teacher Conferences, No School |
| 18.2 | November 12, 2018 | Veteran's Day, No School |
| 18.3 | November 19-23, 2018 | Thanksgiving Break, No School |
| 18.4 | December 21-January 4, 2019 | Winter Break, 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, September 25, 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, W. Gouveia, T. Guzman, G. Silva, J. Vaughn
Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall, B. Etcheverry
(There is currently one vacancy on the board)
- 7:00 PM** 5. President Silva called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Action on Findings of Fact – #18-19/#06, #07
Action: Guzman, Gouveia. **Vote:** Yes-6; No-0.
6b PE Exemption – 10317222
Action: **Vote:** Yes-6; No-0.
6c Report Out of Action Taken on Release Probationary Classified Employees #UCL-309
Action: **Vote:** Yes-6; No-0.
- Minutes:** 7. **Approve Regular Minutes of September 11, 2018**
Action: Arriola, Vaughn. **Vote:** Yes-6; No-0.
- Employees Present:** M. Hill, T. Peterson, C. Munger, J. Vega, J. Nott, D. Schneider, E. McKay, A. Gossett, R. Pecot
- Press:** D. Rizzo, Tracy Press
- Visitors Present:** S. Abercrombie, S. Voress
- Student Rep Reports:** 8. **Kimball High:** Gabriel Coronado reported that homecoming is over. During spirit week they had various dress up days with Pixar as the theme. On Friday was extreme orange and blue day. The powder puff game was hosted at West High due to their field issues. The night rally was in the big gym and was amazing. Students worked all day Friday for the parade and football games. The freshman team is 6-9 and Varsity is 2-4. The dance was held after the game with 400 in attendance. The girls' volleyball team is playing Central Catholic tonight. They will have another college information meeting for UCLA and USC. Students are preparing for the SAT and ACT tests. Their senior tailgate will be in October for the last home game. Freshman and mentors also have tailgate next week. The Leadership class is busy working on Halloween and theater students are working on their performance of *The Lion King*. Tickets go on sale October 4th.

West High: Briana Mendez and Alexis Villela commented that the 911 ceremony was beautiful with the JROTC students performing. On Friday they had music and dancing celebrating Mexican Independence Day. It was a lot of fun. Last week was Peace Week. Students had fun spirit days and lunchtime activities. Homecoming is right around the corner. The first powder puff practice was held last week. Each class and club are having float building meetings and nominations are being taken for the Senior Hall of Fame. Students are having a canned food drive and they are hoping to shave Mr. Behnam's head. They invited everyone to attend.

Tracy High: Alyssa Barba reported that September was filled with many activities. They had sold shirts and collected donations for Children's Hospital. The cheer team hosted a clinic and performed during half time. On Friday they hosted the senior tailgate catered by Texas Road House and The Pink Turtle. The theme for homecoming is decades. The counselors discussed options such as college and the military. Several students are planning to visit colleges and they also had their first senior fair to sell caps and gowns for graduation.

Recognition & Presentations:

9.1 McKinley Elementary School Presentation

Principal, Carla Washington and Assistant Principal, Jose Vega, presented a power point about what makes McKinley School so special. They create a positive learning environment in the classroom and focus on student engagement, learning goals, essential questions, non-linguistic representation checking for understanding. They are connecting students' prior knowledge life experience with learning goals. The school climate is very respectful inside and outside of the classroom. Emphasis is on social development and group responsibility. Teachers use a variety of instruction strategies with a, strong emphasis on technology. They reviewed the instructional program, designated EL time, core instruction, iRead program, art, music, PE, library, computers, Second Step, before school and after school homework help and the Boys and Girls Club. They provide a safe learning environment, have conflict managers, student leadership, character counts, anti-bullying activities, life skills, DARE, book buddies, classroom helpers, field trips assemblies, awards and Accelerated Reader. Teachers and paras are offered ongoing professional development and support that increases achievement for all students. These include Nancy Fetzner, GLAD strategies, Number Talks, NGSS, implementing PLCs and RTI. Parent involvement strategies include support from parent liaison, parent workshops, and parent volunteers. Students enjoy the Turkey Trot, Halloween parade, Fall Festival, field day, science night, holiday shop, winter show, book fair, and school site council.

Information & Discussion Items:

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report from Tracy High Teacher, Erin McKay, on Attending Gene Editing Workshop

Tracy High teacher, Erin McKay, attended The Hastings Center for gene editing and human flourishing summer bioethics. There were 20 participants and most were biology teachers. There were 10 specialists there each day contributing to the discussions. She will be bringing back information to share with her students. She wants them to

understand science v. ethics and how they overlap.

- 10.2.2 Receive Report from Students on their Trip to Africa (DARE)
Steve Abercrombie and DARE partnered with students who traveled to Kenya to be part of putting a library together. They gave a video presentation of students talking about their experiences and how the trip affected them. The students then answered questions.

Hearing of Delegations

11. Jacqui Nott, TEA president, wanted to thank the board for reducing the amount of transfers out of TUSD. She felt it is important because it helps lessen the problem that our teachers would face of layoffs in the future. The teachers appreciate that.

Public Hearing:

12.1 Administrative & Business Services:

12.2 Educational Services:

- 12.2.1 Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District (Item 14.2.1)

Opened public hearing at 8:02 p.m.

No comments were made.

Closed public hearing at 8:03 p.m.

Moved up Agenda Item 14.2. 1.

Consent Items:

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

Action: 13.1.1. through 13.3.2, except item 13.1.3

Vaughn, Gouveia. **Vote:** Yes-6; No-0.

Action: On item 13.1.3

Guzman, Vaughn. **Vote:** Yes-5; Abstain-1(Arriola)

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 Approve Entertainment, Assembly, Service, Business and Food Vendors

- 13.1.4 Approve Accounts Payable Warrants (August, 2018)
Separate Cover Item

- 13.1.5 Approve Payroll Reports (June-July, 2018)

- 13.1.6 Approve Revolving Cash Fund Reports (June-July, 2018)

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

13.2 Educational Services:

- 13.2.1 Ratify Agreement for Special Contract Services for the Boys and Girls Club of Tracy to Provide Services to Monte Vista Middle School for the 2018-2019 School Year
- 13.2.2 Approve Out of State Travel for Five Bohn Elementary School Teachers and Administrators to Attend PLC at Work Institute in Las Vegas, NV on June 3-5, 2019
- 13.2.3 Approve Overnight Travel for the Kimball High School (KHS) Cross Country Team and Coaches to Attend the Mt. San Antonio College (SAC) Invitational in Walnut, CA October 18-21, 2018
- 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 Schematic Design Plan for North Elementary School and Approve Moving Forward with Design Development and Construction Documents (presentation)
- Action:** This item was pulled. **Vote:** None.
- 14.2 **Educational Services:**
- 14.2.1 Adopt Resolution #18-08: A Declaration That There Are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District
- Action:** Vaughn, Guzman **Vote:** Yes-6; No-0.
- 14.2.2 Acknowledge Administrative Regulation (AR) 5117 Interdistrict Attendance (Second Reading)
- Action:** This item was pulled. **Vote:** None.
- 14.2.3 Adopt Board Policy (BP) 5117 Interdistrict Attendance (Second Reading)
- Action:** This item was pulled. **Vote:** None.
- 14.3 **HUMAN RESOURCES:**
- 14.3.1 Approve Resolution No. 18-07 Authorizing Teachers to Teach Outside Their Credential Authorization
- Action:** Gouveia, Guzman. **Vote:** Yes-6; No-0.
- 14.3.2 Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2019-2020 School Year
- Action:** Arriola, Guzman. **Vote:** Yes-6; No-0.

Board Reports:

Trustee Costa passed. Trustee Vaughn enjoyed the McKinley report and Hastings report from Ms. McKay. It was very interesting and the Africa Dare report was very enlightening. Trustee Gouveia was impressed with students that went to Africa. It was a life changing event. Trustee Guzman passed. Trustee Arriola had the opportunity to participate in the Mexican Independence Day. It's part of Tracy's culture and he had a great time. Last weekend was Tracy's wine stroll and he enjoyed seeing people getting involved. Trustee Silva passed.

**Superintendent
Report:**

Dr. Stephens was invited by the Food Services Department to observe lunch at West High School. It was run very efficiently and they did a great job. He thought the food was outstanding and was very impressed. If a board member would like to attend, let him know and he will arrange it.

Adjourn: 8:12 pm

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: September 25, 2018
SUBJECT: Receive Report on 2018 California Assessment of Student Performance and Progress (CAASPP)

BACKGROUND: The California Assessment of Student Performance and Progress (CAASPP) System was established on January 1, 2014 to replace the Standardized Testing and Reporting (STAR) Program. CAASPP includes several components, including the state summative assessments, which are comprehensive end of year assessments of grade-level learning that measure progress toward college and career readiness. The summative assessment is an online assessment administered at grades 3-8 and grade 11. Each test, English language arts/literacy (ELA) and mathematics is comprised of two parts: (1) a computer adaptive test and (2) a performance task. The first operational administration of the new summative assessment was in spring 2015.

RATIONALE: The report includes information on District and individual school site scores on the summative state assessment from the 2015-16 school year to the 2017-18 school year. With this comparison data we can see where improvements have been made and where additional work is still needed. The report outlines a number of District initiatives in place to improve student achievement K-12 for all students, with an emphasis on targeting our at-risk student groups. This 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: No cost for report.

RECOMMENDATION: Receive Report on 2018 California Assessment of Student Performance and Progress (CAASPP).

Prepared by: Tania Salinas, Director of Assessment and Accountability



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: September 20, 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
OCTOBER 9, 2018
SUMMARY OF SERVICES**

A. Vendor: Vavrinek, Trine, Day & Company, LLP
Site: Tracy Unified School District
Item: Agreement
Services: Audit financial statements for TUSD as of and for the year ending June 30, 2017, 2018, and 2019.
Cost: \$45,300.00, \$45,500, and \$45,750 respectively.
Project Funding: Unrestricted General Fund

B. Vendor: Bockmon & Woody Electric Company, Inc.
Site: Jacobson Elementary School – Fire Alarm System Upgrade
Item: Change Order No. 1
Services: Scope of work documented on the change order summary.
Cost: (\$44,834.53) Deduction from the contract
Project Funding: Unrestricted General Fund/Deferred Maintenance

C. Vendor: Bockmon & Woody Electric Company, Inc.
Site: Poet-Christian Elementary School – Low Voltage System Upgrade
Item: Change Order No. 1
Services: Scope of work documented on the change order summary.
Cost: (\$15,473.44) Deduction from the contract
Project Funding: Unrestricted General Fund/Deferred Maintenance

D. Vendor: GHD
Site: Delta Island Site
Item: Proposal - Ratify
Services: Additional groundwater sampling required by State Water Resources Control Board (SWRCB). Includes preparation of sampling plan to be submitted and approved by SWRCB, additional sampling/testing and preparation of report to be submitted to SWRCB once sampling is complete.
Cost: \$16,236.70 Estimated
Project Funding: Unrestricted General Fund

E. Vendor: North Tower Environmental, Inc.
Site: Tracy High School – Parking Lot Expansion
Item: Proposal (Response to RFQ)
Services: Consultant to provide hazardous materials consulting services; including surveying, testing, reports, specifications, design documents and abatement oversight.
Cost: \$12,583.00 Estimated
Project Funding: State School Facilities Funds, Project Savings from Various Projects

F. Vendor:	Department of Toxic Substance Control
Site:	Tracy High School – Parking Lot Expansion
Item:	Agreement – Ratify
Services:	Environmental oversight agreement for 455 E. 11 th Street.
Cost:	\$36,041.00 Estimated
Project Funding:	State School Facilities Funds, Project Savings from Various Projects



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: October 9, 2018
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2018/19 School Year**

BACKGROUND: The District recognizes the importance of having parent support/booster clubs that enhance and assist in furthering the educational opportunities of students. Community support organizations (CSO's) such as Parent Teacher Clubs, Parent Teacher Associations, Athletics Boosters, Band Boosters, Advisory Groups, and any other organizations approved by the Board, promote, encourage, and support the approved academic, co-curricular, and extra curricular activities of the district. The attached document reflects the current status of active School Connected Organizations for the current year. Those groups approved by prior Board Action are indicated as *Approved*. Those being submitted for current approval are indicated as *Recommended for Approval*. Those groups that have indicated an interest in approval, but have not yet met all approval requirements, are indicated as *Pending*. In addition to the status of *Approved*, *Recommended for Approval*, and *Pending*, each organization is marked as being either *Current* or *Revoked*. *Current* means the organization has submitted a current reconciled bank statement within the past two months and all other documentation is adequate. *Revoked* means the organization has failed to submit a current reconciled bank statement within the past two months, other documentation is inadequate, or some other condition exists for which additional compliance steps are required.

RATIONALE: Acceptance of this item indicates endorsement by the School Board of the current status of each recognized School Connected Organization or Booster Club in order to meet the District's strategic goal: strategic goal #5 – Continuously improve fiscal, facilities and operational processes.

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

RECOMMENDATION: Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2018/19 School Year.

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



2018/19 School-Connected Organization/ Booster Clubs

Organization	Status	Current Reviewed Bank Statements
Bohn PTO	<i>Approved</i>	<i>Current</i>
Freiler SPA	<i>Approved</i>	<i>Current</i>
George Kelly PTO	<i>Approved</i>	<i>Current</i>
Hirsch PTO	<i>Approved</i>	<i>Current</i>
 Homefield Advantange Athletic Booster Club	<i>Approved</i>	<i>Current</i>
Jacobson Staff Parent Association	<i>Recommended for Approval</i>	
Jaguar Theatre Booster Club	<i>Approved</i>	<i>Current</i>
Kimball High Booster Club	<i>Approved</i>	<i>Current</i>
Kimball High School Music Boosters	<i>Recommended for Approval</i>	
Kimball High School PSTA	<i>Approved</i>	<i>Current</i>
Monte Vista Parent Club	<i>Recommended for Approval</i>	
Parents at Williams Staff Students (PAWSS)	<i>Approved</i>	<i>Current</i>
Poet Christian PTSA	<i>Approved</i>	<i>Current</i>
South/West Park Parent Club	<i>Approved</i>	<i>Current</i>
Tracy Bulldog Band Booster Club (TBBBC)	<i>Approved</i>	<i>Current</i>
Tracy High Baseball Boosters	<i>Approved</i>	<i>Current</i>

Tracy High School Football Boosters	<i>Approved</i>	<i>Current</i>
Tracy High Volleyball Booster Club	<i>Approved</i>	<i>Current</i>
Villalovoz PFC	<i>Approved</i>	<i>Current</i>
West High Music Boosters	<i>Approved</i>	<i>Current</i>
West High Science Boosters	<i>Approved</i>	<i>Current</i>

Revised 9/14/18



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: October 9, 2018
SUBJECT: Approve Agreement for Special Contract Services with Gallo Center for the Arts to Provide an Anti-Bullying Assembly at McKinley Elementary School during the 2018-2019 School Year

BACKGROUND: Bullying has become a problem of national focus. Tracy Unified has shown a commitment to preventing bullying behaviors and to increasing staff capabilities to address issues of bullying. In recognition of this, the School Site Council at McKinley Elementary School devoted a portion of the site budget to allow for assemblies and presentations to students and staff. Parents will also benefit from an informational meeting. This Gallo Center for the Arts program will foster a positive environment for all, encourage acceptance of differences among individuals and develop a common language for addressing issues of bullying and harassment.

RATIONALE: The Gallo Center for the Arts assembly will focus on fostering a positive environment for all students. The Gallo Center for the Arts student presentation format provides teachers and staff with strategies and tools they can use on school site to reinforce positive surroundings within the school. The information presented in the assembly for students will help develop a common language that will recognize the worth of others, develop tools for peaceful conflict resolution, and reinforce the Pillars of Character in peer interactions. 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 #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost of this program is \$1,500 and will be paid with Site Title I funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Gallo Center for the Arts to Provide an Anti-Bullying Assembly at McKinley Elementary School during the 2018-2019 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Gallo Center for the Arts, 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: Teach the students how to proceed when someone bullies the, teach the students that they are not alone, as well as reinforce the Pillars of Character in peer interactions

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 1 () [] HOURS [X] DAYS, under the terms of this agreement at the following location McKinley Elementary School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$1,500 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$1,500. 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 10/30/2018, and shall terminate on 10/30/2018.
5. This agreement may be terminated at any time during the term by either party upon 7 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Carla Washington, at (209) 830-3319 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide 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 [X] 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:

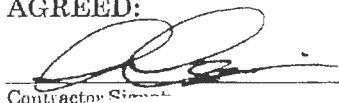
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

Director of Finance

Title

Tracy Unified School District

IRS Identification Number

Director of Finance

Title

1000 E St.

Address

Modesto, CA 95354

Date

01-3010-0-1110-1000-580-280-3002

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: September 25, 2018
SUBJECT: Approve Overnight Travel for Tracy High School Varsity Girls' Basketball Team to Participate in the Wine Valley Tournament in Napa, CA on December 13-15, 2018

BACKGROUND: The Tracy High Varsity Girls' Basketball Team would like to participate in the Wine Valley Tournament in Napa, CA. Approximately 12 players and 3 coaches will attend this event. They will travel to Napa on December 13-15, 2018. The team will travel by District vans, driven by District approved drivers. The team will stay at the Embassy Suites in Napa. The team will be chaperoned by Coach, Derek Solano and Assistant Coaches, Monique Gallard, and Amanda Bowman throughout the duration of the trip.

RATIONALE: Two overnights are required to provide the basketball team ample time to rest and prepare for their game as well as the possibility of late night games. The basketball team is strengthened by the opportunity to play together in this tournament. This time together will allow for "team building" on and off the court. This is a wonderful opportunity and ties in with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The Tracy High Athletic Department will pay the \$750.00 transportation cost for District vans to be driven by the coaches. Individual players will pay for additional food and miscellaneous expenses. Fundraising will be available for students who are not able to fund their portion of the event. The Tracy High School Girls' Basketball Program (ASB) will pay the \$350.00 tournament fee for the team and the cost of the hotels rooms.

RECOMMENDATION: Approve Overnight Travel for Tracy High School Varsity Girls' Basketball Team to Participate in the Wine Valley Tournament in Napa, CA on December 13-15, 2018.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: September 28, 2018
SUBJECT: Ratify Agreement for High School Dual Enrollment Opportunities between San Joaquin Delta College and the Tracy Unified School District for 2018-2020

BACKGROUND: Assembly Bill 288, which came into effect in January, 2016, expands opportunities for high school students to be concurrently enrolled at community colleges, pursuant to an agreement by the respective local governing boards.

Highlights of AB 288 Dual Enrollment Law include the following:

- Allows Districts to establish College and Career Access Pathway Partnership agreements to offer transfer and CTE pathways to high school students
- Increases the units high school students can take at community colleges (up to 15 per term)
- Allows community colleges to offer classes on high school campuses that are open only to high school students
- The college hires, employs, sets the wages and working conditions for the college teacher
- Waives student registration fees for high school students enrolling in designated college classes
- High school teachers may be eligible to serve as college faculty for specific courses if they meet state minimum qualifications

Students taking community college courses while in high school have a much greater likelihood of completing an associate's degree and bachelor's degree. Dual enrollment can shorten a college trajectory by at least one year and save dollars. In addition, dual enrollment helps accelerate a student's readiness for a career and for college course work. This agenda item seeks ratification to continue the partnership agreement between Tracy Unified School District (TUSD) and San Joaquin Delta College.

RATIONALE: Currently, Delta College offers the following classes on TUSD campuses to TUSD high school students: Business 20 on the Tracy High Campus; and American Sign Language 1 on the Kimball High campus. These courses take place outside of the regular school day. 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 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: Ratify Agreement for High School Dual Enrollment Opportunities between San Joaquin Delta College and the Tracy Unified School District for 2018-2020.

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

**COMMUNITY COLLEGE AND CAREER ACCESS PATHWAY
PARTNERSHIP AGREEMENT
FOR INSTRUCTIONAL SERVICES**

between
San Joaquin Delta Community College District
and
Tracy Unified School District

This Agreement is entered into by and between the San Joaquin Delta Community College District, hereafter known as SJDC, and Tracy Unified School District, hereafter known as TUSD, and sets forth the terms and conditions under which SJDC will provide services between July 1, 2018 and June 30, 2023, as described in this Agreement.

This agreement is entered into by both parties to establish a College and Career Access Pathways, hereafter CCAP, partnership that provides clear pathways for TUSD High School students to enroll in college and career courses that earn college credit while enrolled in high school. This CCAP pathway is authorized under Education Code Section 76004.

1. SJDC AGREES TO PROVIDE:

- 1.1 San Joaquin Delta College credit courses offered at high schools within the Tracy Unified School District. Courses offered will be mutually agreed upon by SJDC and TUSD as identified on an annual basis and be in line with a CCAP plan of study.
- 1.2 Certificated instructors, supervised and compensated by SJDC.
- 1.3 A schedule as mutually agreed upon and documented by SJDC and TUSD.
- 1.4 Administrative services, such as accounting and budget reports, as are necessary to administer the program and the provisions of this Agreement.
- 1.5 An annual report to the State Community College Chancellor's Office on the success of the CCAP Partnership and disaggregated patterns of student enrollment and success.
 - The total number of high school students by school site enrolled in each partnership, disaggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
 - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership

- participants.
 - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.
 - The total number of full-time equivalent students (FTES) generated by CCAP partnership community college district participants.
- 1.6 A final semester grade report will be released to TUSD for each student at the end of each term. Students will receive credit for community college courses in the same manner as all enrolled community college students. Granting of high school course credit for the college course is solely determined by the high school district.
- 1.7 Student registration fee waiver for courses offered under this agreement.
- 1.8 SJDC shall 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 TUSD and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by SJDC herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by TUSD. The TUSD reserves the right to adjust its insurance requirements as needed.
- 1.9 SJDC will 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, SJDC 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 SJDC and/or its employees.

2. TUSD AGREES TO:

- 2.1 Provide classrooms within Tracy Unified School District that are to be equipped with technology as outlined in Appendix A.
- 2.2 TUSD shall charge to SJDC an amount equal to \$24 per classroom per night or \$50 per lab per night.
- 2.3 Submit Instructor Add Memorandum forms and College Early Start forms for each student to SJDC within two weeks of the commencement of the course to facilitate student enrollment. All participating students must have completed all San JoaquinDelta College admission, assessment, and course prerequisite requirements prior to enrollment in courses.

- 2.4 Exclude from participation in CCAP courses all students who are not fully registered for college courses through SJDC.
- 2.5 Establish an instructional calendar that coincides with the instructional calendar of SJDC or is acceptable to SJDC administrators.
- 2.6 Limit enrollment in the provided sections only to students enrolled in Tracy Unified School District. Under no circumstances will TUSD collect fees from any third party for enrollment or participation in the course.

3. HOLD HARMLESS AGREEMENT

- 3.1 SJDC and TUSD agree to indemnify, defend and hold each other, their agents, officers, and employees harmless from any and all damages to property and persons resulting from each other's actions, errors or negligence in connection with the activities described in this Agreement.

4. GENERAL CONTRACT TERMS AND CONDITIONS

- 4.1 Either party may terminate this Agreement with thirty (30) days written notice between those parties who sign this Agreement, or their successor or designees. In the event of termination, TUSD agrees to reimburse SJDC for costs incurred. These costs include agreed services through the last day of service. Any courses in progress at the time of such notice or effective date of termination shall be allowed to conclude as previously scheduled.
- 4.2 It is expressly understood and agreed that no personal liability whatsoever attaches to any member of the Board of Trustees of the San Joaquin Delta Community College District, or Tracy Unified School District, or any of the officers or employees thereof by virtue of this Agreement.
- 4.3 Changes may be made to the Agreement only if mutually agreed upon by SJDC and TUSD. Agreed upon changes may be implemented only after being documented in writing, signed, and dated by the official representative of SJDC and TUSD and attached to this contract as an addendum.
- 4.4 Without the written consent of SJDC, this Agreement is not assignable by the TUSD in whole or in part. The copyright to all materials produced as a result of this Agreement shall belong to SJDC. The TUSD may not use, copy, or modify materials without the expressed written consent of SJDC.

5. CONFIDENTIALITY

- 5.1 SJDC and TUSD understand that in the performance of this Agreement, they

are not to include discussions of information that may be considered proprietary or confidential.

6. COMPLIANCE WITH LAWS AND REGULATIONS

- 6.1 SJDC at its own expense shall comply with all laws, rules and regulations of competent public authority relating to its duties, obligations, and performances under this Agreement, and shall procure all licenses and pay all fees and other charges required thereby. SJDC shall comply with Executive Order 11246, relating to Equal Employment Opportunity, and all rules and regulations issued pursuant thereto.
- 6.2 TUSD and SJDC agree that they comply with State and Federal laws and not discriminate in the selection of any student to receive instruction pursuant to this Agreement, including, but not limited to race, creed, color, national origin, sex, sexual orientation, or age. In the event of TUSD's or SJDC's noncompliance with this section, this Agreement may be canceled, terminated or suspended, in whole or part, by SJDC.
- 6.3 It is the responsibility of TUSD to comply with any and all requirements of the Americans with Disabilities Act (ADA). Services provided by SJDC do not guarantee that a court or administrative agency will conclude that TUSD, by utilizing these services, will be in full compliance with applicable law. TUSD relieves SJDC of any responsibility for TUSD's ADA compliance and agrees to hold harmless and defend SJDC and any of its employees or subcontractors, should issues arise related to ADA compliance. High school students requiring academic accommodations and/or modifications will be directed to the Disabilities Coordinator for services through TUSD's IDEA/504 Plan.
- 6.4 Under Section 49061 of the California Education Code and Title 10, Section 1232 (g) parents of community college students do not have a right of access to their children's student records, regardless of whether the child is under the age of 18. Information regarding attendance, behavior or grades may not be released to the parents without the written consent of the student.
- 6.5 All instructors hired by SJDC to teach at an TUSD facility shall be free of any prior convictions for sexual offenses as defined in Education Code Section 87010, or any controlled substance offense as defined in Education Code Section 87011.
- 6.6 SJDC and TUSD certify that any community college instructor teaching a course at a partnering high school campus shall not displace or result in the termination of an existing high school teacher teaching the same course on that high school campus. Likewise, the parties certify that a qualified high school teacher teaching a course offered for college credit at a high school campus shall not displace or result in the termination of an existing community college full-time faculty member at SJDC.

- 6.7 SJDC certifies that any college course offered at an TUSD site pursuant to this CCAP partnership shall not reduce access to the same course at SJDC. SJDC also certifies that offering of the partnership classes at an TUSD high school site will not result in displacement of otherwise eligible adult students from SJDC classes.
- 6.8 SJDC and TUSD certify that each entity complies with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teachers or faculty member teaching a CCAP partnership course for high school credit.
- 6.9 SJDC shall be the employer of record for community college courses and control the recruitment, selection, hiring, assignment, wages and benefits for community college classes taught by the instructors.
- 6.10 SJDC may offer remedial college courses in Math or English to TUSD students who do not meet their grade level in Math, English or both in grade 10 or 11, as determined by TUSD. The remedial courses offered to TUSD students shall involve a collaborative effort by TUSD and SJDC faculty to deliver an innovative remediation course in a student's junior or senior year to ensure the student is prepared for college-level work upon graduation.
- 6.11 SJDC agrees to limit enrollment in community college CCAP courses solely to eligible TUSD students when courses are offered at a high school site during the regular school day.
- 6.12 For purposes of allowances and apportionments from Section B of the State School Fund, when SJDC courses are offered solely to TUSD high school students as a part of the CCAP Agreement, SJDC shall be credited with those units of full time equivalent students attributable to the attendance of eligible high school students, thereby allowing SJDC to claim apportionment funding for the students.
- 6.13 TUSD students shall be limited to taking no more than 15 units of CCAP college course work and no more than four community college courses per term.
- 6.14 SJDC shall not offer physical education courses as part of its CCAP Agreement.

7. RELATIONSHIP OF THE PARTIES

- 7.1 The parties acknowledge that their relationship is that of independent contractor. Neither SJDC nor TUSD shall in any way represent itself as a partner, joint venture, agent, employee or general representative of the other party. All qualified instructors and personnel performing services for the TUSD are employees of SJDC. SJDC is responsible for all wages, benefits, Workers Compensation Insurance and compliance with all employment-related laws for such instructors and other personnel performing services under this agreement.

8. PROGRAM IMPROVEMENT

- 8.1 The SJDC and the TUSD may annually conduct surveys of participating Tracy Unified School District pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

9. USE OF NAME

- 9.1 Neither SJDC nor TUSD shall use the other's name or logo, nor any adaptation or variation thereof, in any manner whatsoever (including but not limited to, press releases, advertising, promotion or sales literature), without the other's prior written consent in each instance.

10. CONTACT INFORMATION

Information regarding the contents of this document shall be directed to the following representatives for TUSD and SJDC:

TUSD

Casey Goodall
Associate Superintendent for
Business Services
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
cgoodall@tusd.net
(209) 830-3230

SJDC

Salvador Vargas
Interim Assistant Superintendent/
Vice President of Instruction and
Planning
San Joaquin Delta College
5151 Pacific Avenue
Stockton, CA 95207
svargas@deltacollege.edu
(209) 954-5047

This Agreement becomes effective once signed and dated by the individuals listed below:

Tracy Unified School District

Brian Stephens, Ed.D., Superintendent

Date: _____

San Joaquin Delta College District

Kathleen A. Hart, Superintendent/President

Date: _____

APPENDIX A

College and Career Access Pathway Partnership Agreement

between San Joaquin Delta Community College District

and Tracy Unified School District

1. TECHNOLOGY

- a. TUSD will provide SJDC with instructions for Wi-Fi and/or high speed internet access that can sustain large traffic, such as YouTube and other videos that will be shown throughout the class.
- b. TUSD will provide in each classroom a working projection system that will include speakers and the necessary cables, such as HDMI, VGA, etc., that will facilitate the showing of course materials, as well as YouTube video.
- c. TUSD will provide a phone system for instructor use in case of an emergency.
- d. TUSD will provide SJDC instructors with instructions for reporting problems with classroom technology prior to the start of classes.
- e. TUSD will notify SJDC of the technology that will be available for SJDC instructor use two (2) months prior to the start of classes.

2. MARKETING AND PROMOTING COURSE(S)

- a. TUSD staff is responsible for promoting and marketing the SJDC CCAP course(s).
- b. SJDC will provide 50 promotional course flyers per semester.
- c. SJDC staff will assist when available, on a first come first served basis, at informational events such as back to School Night, Parents' Night, College Fair, etc., to promote CCAP course(s).

3. APPLICATION AND ASSESSMENT WORKSHOP

- a. SJDC will provide an Application and Assessment Workshop upon request once each semester at each Tracy High School.
- b. Requests for Application and Assessment Workshops must be submitted to SJDC four (4) weeks in advance.
- c. TUSD will provide internet access and a desktop computer or laptop for each student participating in the Application and Assessment Workshop.
- d. TUSD staff is responsible for promoting and marketing any events related to CCAP classes being held at each Tracy High School.

4. USE OF SJDC AND TUSD LOGOS

- a. TUSD grants SJDC permission to use TUSD and each Tracy High School's logos on the SJDC Dual Enrollment website, flyers, and marketing materials.
- b. SJDC grants TUSD permission to use SJDC's logo on the TUSD Dual Enrollment website, flyers, and marketing materials.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: September 10, 2018
SUBJECT: Ratify Agreement for Special Contract Services with Point Break to Provide Services at Tracy High School for the 2018-2019 School Year

BACKGROUND: Point Break has been in the District for several years providing services focused on student social interaction and breaking down the walls between students. They provide daylong sessions that provide bullying, drug use, gang and other issues teens face through group presentations, team building activities, speakers, and small group activities. Point Break will provide four daylong workshops for the entire sophomore class. Ratification is necessary, as there has been a delay in receiving the proper levels of insurance from Point Break.

RATIONALE: In previous years, the Point Break program was provided at no cost to the District through funding from the City of Tracy. However, the City of Tracy no longer covers this cost. Tracy High staff feels it is a valuable program for students and requests to continue providing this program for the 2018-2019 school year. 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: Point Break will be paid out of LCAP funding. The cost will not exceed \$7,400.00.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Point Break to Provide Services at Tracy High School for the 2018-2019 School Year.

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



Adolescent Resources

1102 North School Street

Stockton, CA 95205

AGREEMENT TO FURNISH VIOLENCE PREVENTION WORKSHOP

Point Break Adolescent Resources shall be, for the purposes of this agreement, an independent contractor and shall not be deemed an employee of the Tracy High School for any purpose.

Tracy High administration and/or teachers shall provide small group facilitators for the experience. Point Break Adolescent Resources will provide lunch.

I. TERM

1. The effective date of the agreement is August 2, 2018.
2. Four workshops shall be provided on October 3, 10, 11, and 18, 2018 in the Tracy High School Main Gym.

II. SERVICE TO BE PERFORMED

1. The Point Break Team shall: direct four day-long workshops during school hours for Tracy High sophomores. Point Break is an adventure designed to foster unity, tolerance of difference and camaraderie. It is designed to help reduce campus violence and help students develop resiliency skills.
2. The Point Break Team shall: perform all services in a competent and professional manner under the supervision of Lynn Dell Hawkins.

III. PLACE OF PERFORMANCE

1. Point Break will provide the workshops at the Tracy High Gym.

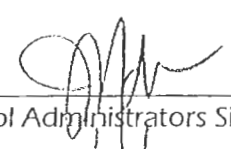
IV. COMPENSATION

1. Organization shall be compensated: a total of \$7,400.00 which includes food.
2. Payment shall be upon presentation of invoice.


Joel Wurgler, Point Break Director

94-1708137

Federal Tax ID #


School Administrators Signature

8/2/18
Date

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 Point Break Adolescent Resources, 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 4 workshops at Tracy High School. The dates will be October 3, 10, 11, and 18.
These workshops are designed to foster unity and tolerance of differences among students.

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 four (4) [] HOURS [X] DAYS, under the terms of this agreement at the following location Tracy High Main Gym.

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

- a. District shall pay \$ 7,400 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 7,400. 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 October 1, 2018, and shall terminate on November 1, 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, LynnDell Hawkins, at (209) 830-3360 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 _____ Title _____

Tracy Unified School District

✓ IRS Identification Number _____

Executive Director _____

Date

01-0000-101110-1000.5800-600-6102

Account Number to be Charged

Title _____

PO Box 8841 _____


Department Site Approval _____

Address _____

Stockton, CA 95208 _____

Budget Approval



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: September 28, 2018
SUBJECT: **Approve Funding for the WestEd K-8 Next Generation Science Standards Early Implementation Initiative Grant for the 2018-2020 School Years**

BACKGROUND: The Next Generation Science Standards (NGSS) are California's science standards, adopted in November 2013. They incorporate significant scientific advances our students must learn to be educated for the 21st century. Tracy Unified School District's (TUSD) 4-year WestEd K-8 NGSS Early Implementation Grant was extended for two years, through 2018-2020. This will support District implementation and sustainability efforts of the NGSS through June 2020. TUSD was one of eight districts in California to receive this grant, subject to ongoing evaluation through all four years. WestEd's K-12 Alliance science specialists will continue to provide technical assistance to support TUSD's professional development in science content and pedagogy for NGSS implementation services expanded to all K-5, K-8 and 6-8 sites.

RATIONALE: Acceptance of this grant supports District plans for implementation of the California Science Standards. 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 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: TUSD must match a portion of the grant work in Years 5 and 6. WestEd will provide \$384,000. TUSD's total match amount for 2018-2020 will not exceed \$219,800. It will be funded through Local Control Accountability Plan funds, Goal 1, Action 6.

RECOMMENDATION: Approve the Funding for the WestEd K-8 Next Generation Science Standards Early Implementation Initiative Grant for the 2018-2020 School Years.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: October 2, 2018
SUBJECT: Ratify Independent Services Agreement with NOVA Health Therapies, Inc. for Speech and Language Services

BACKGROUND: Board approval is requested to contract for special education support from outside service providers. The special education department would like to contract with NOVA Health Therapies, Inc. to provide Speech Language Pathologist (SLP) and Speech Language Pathologist Assistant (SLPA) services in accordance with student Individual Education Plans (IEPs). District staff recommends approval of this agenda item, recognizing that all standard insurance items have not been met. The risk of not approving the contract is greater than those associated with approving the contract. District staff will continue to work toward obtaining the standard insurance requirements. Ratification is necessary in order to stay in compliance with legal IEP timelines.

RATIONALE: Students eligible for special education must be provided with special education and related services to ensure they make progress towards the general curriculum appropriate in light of their circumstances. At this time, the District does not have enough SLP and SLPA providers to deliver speech and language services to meet the needs of students with disabilities. This request supports District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing student academic, social, and emotional potential.

FUNDING: Expenses for this contract are billed at \$90.00 per hour, (up to 16 hours per week) for an SLP and \$72 per hour (up to 40 hours per week) for an SLPA to provide speech and language services. Total contract expenses will not exceed \$146,880 (\$4,320 x 34 weeks). Special Education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Independent Services Agreement with NOVA Health Therapies, Inc. for Speech and Language Services.

Prepared by: Jason Davis, Program Administrator, Special Education



Health Therapies, Inc.

920 Saratoga Avenue, Suite 102, San Jose, California 95129

INDEPENDENT SERVICES AGREEMENT

The following is an agreement by and between **TRACY UNIFIED SCHOOL DISTRICT** ("Client") with its place of business at 1875 W. Lowell Ave, Tracy, CA 95376 and **NOVA HEALTH THERAPIES, INC.** ("Consultant") with its principal place of business at 920 Saratoga Avenue, Suite 102, San Jose, California 95129.

RECITALS

A. The Client requires the services of a professional Consultant to render certain services described below; and

B. The Consultant is available, and offers to provide services necessary to accomplish the work within the required time.

AGREEMENT

NOW THEREFORE, pursuant to the following terms and conditions the Client and Consultant hereby agree to the following terms:

A. TERM of this agreement shall commence on August 27, 2018 and end on June 30, 2019 with an option of extended Summer hours.

B. CONSULTANT AGREES: To perform in a competent and professional manner the following services, as needed and requested by the Client:

1. SPEECH LANGUAGE PATHOLOGIST SUPERVISOR SERVICES
2. PROVIDE SUPERVISION AND CASE MANAGEMENT FOR THE CASE LOAD OF THE SLPA PROVIDED BY NOVA HEALTH THERAPIES, INC. ONLY

RATE: \$90/- PER HOUR UPTO 8 HOURS A DAY – 2 days/wk + Mileage @ federal mileage rate

C. CLIENT AGREES:

1. Client agrees to pay Consultant, upon receipt of an itemized timesheet of services, rendered in accordance with this Agreement. This agreement includes all assessments and does not include therapy materials. No other charges, fees, or expenses, except for therapy materials shall be paid by Client.
2. Client agrees that approved invoices received by the 1st of the month in the Business Office will be paid by the 30 of the same month.
3. Client agrees that any work hours beyond the regular 8 hours/day will be classified as overtime hours and charged at the rate of 1.5 times the hourly rate

Client Initials uf

Consultant Initials NDP



Health Therapies, Inc.

920 Saratoga Avenue, Suite 102, San Jose, California 95129

4. Subject to the terms of this Agreement, dated 8-24, 2018 between Tracy Unified School District as Client ("Client") and Nova Health Therapies, Inc. as Consultant ("Consultant") the Client agrees not to reduce the hours or rate of pay of any subcontractor, Speech language Pathologist Supervisor, other professional or Consultant employee (collectively, "Subcontractor") provided by Consultant to Client, to less than the amount initially agreed upon between Client and Consultant, unless such reduction is agreed upon in writing by Client and Consultant.
5. Client agrees not to directly or indirectly employ or engage as an independent contractor any staff/employee/ subcontractor of the Consultant during the term of this Agreement and for a period of 2 years thereafter without the prior written consent of the Consultant. Client violating this paragraph will pay to the Consultant a fee in the amount of 30 % of the employee's annualized compensation with the new employer.
6. Subject to the terms of the Service Agreement, dated July 31, 2018 between Tracy Unified School District as LEA ("LEA") and Nova Health Therapies, Inc. as contractor ("CONTRACTOR") the LEA agrees not to reduce the hours or rate of pay of any subcontractor, SLP, teacher, other professional or CONTRACTOR employee (collectively, "SUBCONTRACTOR") provided by CONTRACTOR to LEA, to less than the amount initially agreed upon between LEA and CONTRACTOR, unless such reduction is agreed upon in writing by LEA and CONTRACTOR.

D. NATURE OF RELATIONSHIP

The services that Consultant will render to the Client under this Agreement will be as an Independent Contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between the Consultant and the Client.

It is understood that Consultant, is responsible for accomplishing the results required herein, and Client shall not be liable to Consultant for any payments, benefits, loss, costs, expenses, or injury or damages to Consultant's person or property, except Client's liability to Consultant for his compensation {Or services performed herein. Consultant shall not be entitled to receive any benefits normally provided to Client's employees, including health insurance benefits, paid vacation, or any other employee benefits. Client shall not be responsible for withholding income or other taxes form payments made to Consultant. Consultant shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to Consultant pursuant to this Agreement. A 1099 tax form will be provided to Consultant for services rendered at the end of each calendar year.

Client Initials CS

Consultant Initials ADP



920 Saratoga Avenue, Suite 102, San Jose, California 95129

Consultant states and affirms that they are acting as a free agent and independent consultant, maintains the principle place of business at own address, and that this Agreement is not exclusive. Consultant may enter any other contracts as Consultant sees fit providing that such contract does not interfere with any services that Consultant is currently providing the Client or that might be deemed to be a conflict of interest with the best interests of the Client.

E. CLIENT OWNERSHIP:

All data and information provided for and/or used by consultant shall be the property of and returned to the Client at the completion of this contract. All reports or other documents generated will constitute "works made for hire" by or for the Client and the Client will be the "author" of all such reports under applicable copyright laws.

F. COMPLIANCE WITH LAWS:

Consultant shall comply with all laws and ordinances governing the operation of this agreement.

G. CONFIDENTIALITY:

The confidentiality provisions of this Agreement will survive and remain in full force and effect beyond the termination or expiration of this Agreement. Consultant agrees to hold confidential information obtained from the Client, including any student or personnel information, whether obtained through observations, documentation or otherwise, in strict confidence and shall not without prior permission of the Client disclose to anyone any such confidential information.

Consultant agrees that the Consultant or its employees will not at any time or in any manner, either directly or indirectly, use any confidential Client information for Consultant or its employee's own benefit. Consultant will protect such information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

If it appears that Consultant has disclosed (or has threatened to disclose) information in violation of this Agreement, the Client shall be entitled to an injunction to restrain Consultant from disclosing, in whole or in part, such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. The Client shall not be prohibited by this provision from pursuing other remedies, including a claim for loss and damages.

Client Initials af

Consultant Initials ABP



920 Saratoga Avenue, Suite 102, San Jose, California 95129

H. TERMINATION:

This Agreement may be terminated by the parties upon receipt of sixty days (60) prior written notice sent to the following addresses of the Consultant or Client:

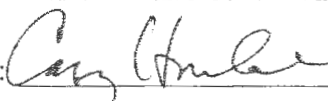
Client: Tracy Unified School District
1875 W. Lowell Ave,
Tracy, CA 95376

Consultant: Nova Health Therapies, Inc.
920 Saratoga Avenue, Suite 102
San Jose, California 95129

- I. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter. This Agreement supersedes any and all prior agreements, discussions, or understandings, whether written, oral or implied, with respect to the subject matter of this Agreement. This Agreement may not be modified or amended without the prior written consent of each party.
- J. ATTORNEYS FEES: In the event of any claim, dispute, or legal proceeding arising out of or relating to this Agreement, the party prevailing in such dispute shall be entitled to recover, and the other party shall pay, all fees and expenses incurred in connection therewith.

IN WITNESS WHEREOF the parties hereto have subscribed their names to this Agreement on the dates set forth below.

For: **TRACY UNIFIED SCHOOL DISTRICT**

Client Signature:  36



920 Saratoga Avenue, Suite 102, San Jose, California 95129

Designation: Superintendent/ Director

Date: 8-24-18

For: **NOVA HEALTH THERAPIES, INC.**

Consultant Signature: N. P. Sripraja

for Name: Mrs. Emer Roy

Designation: Chief Executive Officer

Date: August 15, 2018



1875 W. Lowell Avenue
Tracy, CA 95376
Phone (209) 830-3230
Fax (209) 830-3269

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
 - a. List the "Certificate Holder" as follows:
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
 - b. Comprehensive General Liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate with endorsement. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Risk Management Department).
 - c. Proof of Automobile Liability, if transporting students or routinely driving on campus.
 - d. Proof of Workers Compensation, if applicable, (waiver of subrogation to be part of this coverage).
 - e. Proof of Professional Liability Insurance, if applicable, with coverage for Sexual Molestation Coverage (\$1,000,000) with endorsement.
2. An **Additional Insured Endorsement** (Form Number CG 2026 -- Additional Insured -- Owners, Lessee or Contractors, Scheduled Person or Organization or its direct equivalent) must accompany the Certificate of Liability Insurance. Please note the following:
 - a. List the "Additional Insured" as follows:
Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insured with the respects to Liability.
 - b. The coverage shall be primary and non-contributory, with respect to general and professional liability with waiver of subrogation for workers compensation (if applicable).
 - c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.

As an agent of NOVA HEALTH THERAPIES INC, I am acknowledging the above insurance requirements as an addendum to the agreement in place with Tracy Unified School District dated August 17, 2018.

SEIDRIYA R. NAYER ADMINISTRATIVE OFFICER 9/27/2018
Name Title Date



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: October 1, 2018
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

NAME/TITLE

SITE

MANAGEMENT RESIGNATION

EFFECTIVE

REASON

DATE

Alcorn, Karen

Freiler

7/1/19

Personal

BACKGROUND:

NAME/TITLE

SITE

CERTIFICATED RESIGNATION

EFFECTIVE

REASON

DATE

Kretz, Sarah

S/WP

9/14/18

Personal

BACKGROUND:

NAME/TITLE

SITE

CLASSIFIED RESIGNATION

EFFECTIVE

REASON

DATE

Blackwell, Melinda
Elementary Attendance
Clerk

Hirsch

10/11/18

Personal

Kouda, Marika
Special Education Para
Educator I

Art Freiler

10/03/18

Personal

Orta, Sonya
Bus Driver/Custodian/
Groundskeeper

MOT/THS

09/29/18

Accepted Utility Person
III (day position)

Piwowarski, Melissa
Food Service Worker

Villalovoz

09/29/18

Personal

Rodriguez, Pedro
Utility Person II

MOT

09/29/18

Personal

Weatherford, Richard

Trans/

Return to Utility

Utility Person III

THS

09/23/18

Person II position

BACKGROUND:

CLASSIFIED RETIREMENT

NAME/TITLE

SITE

EFFECTIVE
DATE

Pedraza Carranza,
Maria del Carmen
Custodian I

WHS

11/01/18

BACKGROUND:

CLASSIFIED CONFIDENTIAL RETIREMENT

NAME/TITLE

SITE

EFFECTIVE
DATE

Kelley, Patricia
Admin. Secretary

DEC

10/12/18

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

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: October 1, 2018
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Egenberger, Rodrique

Hay, Jason

Heinen, Casey

Lawrence, Michael

CERTIFICATED

8th Grade Core (Replacement)
Monte Vista Middle School
Class I, Step 1 "A", \$37,729.00
Funding: General Fund

SDC (Replacement)
West High School
Class I, Step 1 "A", \$40,837.95
Funding: Restricted Funds

English (Replacement)
Kimball High School
Class I, Step 1, "A", \$38,249.40
Funding: General Fund

Business (Replacement)
Kimball High School
Class I, Step 1, "A", \$37,208.60
Funding: General Fund

BACKGROUND:

Barnes, Alicia

Chishti, Saadia

CLASSIFIED

School Supervision Assistant (Replacement)
Villalovoz Elementary School
Range 21, Step C - \$14.69 per hour
.50 hours per day
Funding: Targeted SES

Special Education Para Educator I (New)
Monte Vista Middle School
Range 24, Step A - \$14.35 per hour
6 hours per day
Funding: Special Education

Costa Alongi, Ana	Bilingual Para Educator I (Replacement) West High School Range 24, Step A - \$14.35 per hour 4 hours per day Funding: Targeted EL
Cuellar, Veronica	Food Service Worker (Replacement) McKinley Elementary School Range 22, Step D - \$15.73 per hour 2.5 hours per day Funding: Child Nutrition – School Program
Fedelin, Marisa	Special Education Para Educator I (New) Jacobson Elementary School Range 24, Step C - \$15.73 per hour 6.5 hours per day Funding: Special Education
Garcia, Natalie	School Supervision Assistant (Replacement) S/WP Elementary School Range 21, Step A - \$13.39 per hour 1.25 hours per day Funding: General Fund
Herrera Pena, Carolina	Special Education Para Educator I (New) Monte Vista Middle School Range 24, Step C - \$15.73 per hour 6.5 hours per day Funding: Special Education
Leiske, Leeya	Food Service Worker (Replacement) Tracy High School Range 22, Step A - \$13.69 per hour 3 hours per day Funding: Child Nutrition – School Program
McCurdy, Erin	Food Service Worker (Replacement) West High School Range 22, Step A - \$13.69 per hour 4 hours per day Funding: Child Nutrition – School Program
Orta, Sonya	Utility Person III (Replacement) Transportation/Maintenance & Operations/THS Range 36, Step B - \$19.85 per hour 8 hours per day Funding: Home to School Transportation – 50%; Ongoing and Major Maintenance – 50%

Osorio, Rina	Special Education Para Educator I (New) Williams Middle School Range 24, Step C - \$15.73 per hour 6 hours per day Funding: Special Education
Velasco, Antonia	Secretary to Principal of Community Day and Continuation Schools (Replacement) Willow Community Day School Range 36, Step A - \$18.95 per hour 8 hours per day Funding: Targeted SES
Weatherford, Richard	Utility Person II (New) Custodial Crew I Range 35, Step B - \$19.41 per hour + ND 8 hours per day Funding: General Fund

BACKGROUND:

Aweau, Allenby

COACHES

Sophomore Girls' Basketball
WHS
Stipend: \$4,465.00

Langley, Anne

Freshman Girls' Basketball
WHS
Stipend: \$3,719.15

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: September 28, 2018
SUBJECT: Approve the Hire of AVID College Tutors for the 2018-2019 School Year

BACKGROUND: Carolina Flores and Johana Leon will be hired through an Agreement for Special Contract Services as AVID College Tutors by Tracy Unified School District for the time period of October 10, 2018 to May 24, 2019. In addition, under this agenda item, future AVID tutors for the 2018-2019 school year will be hired on Agreements for Special Contract Services in the event that the original tutors are unable to fulfill their contracts and/or additional tutors are needed.

RATIONALE: To be certified as an AVID school, each school must meet the AVID Essential Requirement #8: "A sufficient number of tutors must be available in AVID elective classes to facilitate student access to rigorous curriculum. Tutors should be students from colleges and universities, and they must be trained to implement the methodologies used in AVID." Hiring college tutors will meet this essential requirement.

This aligns with Tracy Unified School District's 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 tutors will be paid by the District and reimbursed from the AVID District Budget. Tutors will be paid at \$11.50 per hour. Each tutor will work the hours that he/she has been allotted per the individual contract. The total amount to be paid to the AVID tutors shall not exceed \$38,016, which has been reserved for this purpose in the AVID District Budget.

RECOMMENDATION: Approve the Hire of AVID College Tutors for the 2018-2019 School Year.

Prepared by: Rita Ross, Human Resources Technician

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 Carolina Flores, 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: Tutor AVID students in tutorial groups in the AVID classroom. Help AVID teachers with binder checks. Help students one on one when needed. Tutoring to take place at THS, KHS, WHS, MVMS, WMS, and GKES
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 240 () ☒ **HOURS** [] **DAYS**, under the terms of this agreement at the following location THS, KHS, WHS, MVMS, WMS, GKES
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 11.50 per ☒ **HOUR** [] **DAY** [] **FLAT RATE**, not to exceed a total of \$ 2760. 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 \$ NA for the term of this agreement.
 - c. District shall make payment on a ☒ **MONTHLY PROGRESS BASIS** [] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on October 10, 2018, and shall terminate on May 24, 2018.
5. This agreement may be terminated at any time during the term by either party upon 10 days' written notice.
6. Contractor shall contact the District's designee, David Brown, at (209) 832-6600 ext. 4123 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer.
10. District shall become the owner 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.

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

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 Johana Leon, 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: Tutor AVID students in tutorial groups in the AVID classroom. Help AVID teachers with binder checks. Help students one on one when needed. Tutoring to take place at THS, KHS, WHS, MVMS, WMS, and GKES
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 240 () ☒ **HOURS** [] **DAYS**, under the terms of this agreement at the following location THS, KHS, WHS, MVMS, WMS, GKES
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 11.50 per ☒ **HOUR** [] **DAY** [] **FLAT RATE**, not to exceed a total of \$ 2760. 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 \$ NA for the term of this agreement.
 - c. District shall make payment on a ☒ **MONTHLY PROGRESS BASIS** [] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on October 10, 2018, and shall terminate on May 24, 2018.
5. This agreement may be terminated at any time during the term by either party upon 10 days' written notice.
6. Contractor shall contact the District's designee, David Brown, at (209) 832-6600 ext. 4123 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer.
10. District shall become the owner 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.

AGREED:

Contractor Signature Title

IRS Identification Number

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Department/Site Approval

Budget Approval

Date Approved by the Board



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: October 1, 2018
SUBJECT: Receive the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2019-2020 School Year and submit it for Negotiations, Pending Public Input

BACKGROUND: The current three-year Master Agreement between the Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD) calls for reopener negotiations for the 2019-2020 contract year. TEA is requesting to meet and negotiate with the District as shared in TEA's sunshine proposal.

RATIONALE: TEA's sunshine proposal was presented to the Board at the regularly scheduled board meeting on September 25, 2018 (see attached). The District is requesting to open Article XIII, Salaries (Compensation); and Article XIV, Fringe Benefits.

Pursuant to TEA's sunshine proposal, the District is also willing to open other articles by mutual agreement if, in the course of negotiations for the 2019-2020 school year, changes in one of the currently open articles necessitates changes in other articles not currently open.

FUNDING: N/A

RECOMMENDATION: Receive the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2019-2020 School Year and submit it for Negotiations, Pending Public Input.

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: September 10, 2018
SUBJECT: Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2019-2020 School Year

BACKGROUND: For the 2019-20 reopener contract negotiations, TEA is requesting to meet and negotiate the following articles:

- VI Hours
- VII Duties
- XII Class size
- XIII Salary
- XIV Fringe Benefits

FUNDING: N/A

RECOMMENDATION: Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2019-2020 School Year.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: September 28, 2018
SUBJECT: **Approve Schematic Design Plan for North Elementary School and Approve Moving Forward with Design Development and Construction Documents**

BACKGROUND: Measure B approved by the voters within Tracy Unified School District (TUSD), School Facilities Improvement District No. 3 on June 3, 2014, authorized the issuance of \$82 million in bonds. The Measure B project list included the renovation/modernization of the Clover School site, the Central School site and the North School site; as well as authorized repairs and improvements such as HVAC, asphalt and roofing to several other school sites.

The Board received an update on Measure B planning on August 12, 2014, toured the Clover, Central, North, Poet-Christian and Williams School sites to assess their condition on May 4, 2015; and on May 12, 2015 approved moving forward with the Central School site and Clover School site projects simultaneously. With the Central and Clover renovation projects in construction, staff began the planning process for the North School renovation.

RATIONALE: Rainforth Grau, architects for the project, and staff have met several times with the principal of North School as well as various district office personnel to understand the programming and functions of the school in order to provide equitable facilities within TUSD standards.

Rainforth Grau will present proposed schematic plans for North School based upon discussions with a variety of stakeholders and ask that the Board approve the site schematic plan; staff will also request permission to move forward with design development and construction documents.

FUNDING: No funding implications at this time.

RECOMMENDATIONS: Approve Schematic Design Plan for North Elementary School and Approve Moving Forward with Design Development and Construction Documents.

Prepared by: Bonny Carter, Director of Facilities & Planning