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

#### DATE: TUESDAY, JANUARY 8, 2019

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

TIME:	6:00 PM	<b>Closed Session</b>
	7:00 PM	<b>Open Session</b>

#### AGENDA

#### 1. Call to Order

Pg. No.

#### 2. Roll Call – Establish Quorum

Board: S. Abercrombie, A. Alexander, J. Costa, S. Kaur, B. Pekari, L. Souza 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.

<b>3.2 Educational Services</b>
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3.2.1	Finding of Fact - #18-19/#35, #18-19/#36, #18-19/#37, #18-19/#38
3.2.2	Reinstatements – AR#18-19/#6, AR#18-19/#8, AR#18-19/#9, AR#18-
	19/#10.
Action:	Motion_; Second Vote: Yes; No; Absent; Abstain
3.2.3	PE Exemption – KHS 10346037, WHS 10345233
Action:	Motion_; Second Vote: Yes; No; Absent; Abstain

# 3.3 Human Resources:

3.3.1	Consider Non-Paid Leave of Absence Request for Classified Employee
	#UCL- 312, Pursuant to Article XXIII

- Action: Motion \_; Second \_. Vote: Yes \_\_; No \_: Absent \_\_; Abstain \_
- **3.3.2** Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 313, Pursuant to Article XXIII
- Action: Motion\_; Second \_. Vote: Yes\_\_; No \_\_; Absent \_\_; Abstain \_\_\_
- 3.3.3 Consider Public Employee/Employment/Discipline/Dismissal/Release
- Action: Motion\_\_; Second\_\_. Vote: Yes\_\_; No\_\_: Absent\_\_; Abstain \_\_\_
- **3.3.4** 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 Finding of Fact #18-19/#35, #18-19/#36, #18-19/#37, #18-19/#38 Action: Motion ; Second . Vote: Yes ; No\_\_ ; Absent : Abstain Action: Report Out of Action Taken on Reinstatements – AR#18-19/#6, AR#18-19/#8, 6b AR#18-19/#9, AR#18-19/#10, Vote: Yes : No ; Absent ; Abstain . Action: Report Out of Action Taken on PE Exemption - KHS 10346037, WHS 10345233 6c Vote: Yes ; No ; Absent ; Abstain . Action: Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for 6d Classified Employee #UCL- 312, Pursuant to Article XXIII Vote: Yes \_\_: No \_\_; Absent \_\_\_; Abstain \_\_\_\_. Action: Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for 6e Classified Employee #UCL- 313, Pursuant to Article XXIII Vote: Yes ; No ; Absent ; Abstain . Action:

- Approve Regular Minutes of December 11, 2018.
   Action: Motion\_: Second \_\_. Vote: Yes \_; No \_; Absent \_\_.; Abstain \_\_\_.
- 1-6
- 8. Student Representative Reports: Tracy High FFA Anthony Santiago and Madison Kelley; West High FFA.
- 9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement:
  9.1 North School Presentation
- 10. Information & Discussion Items: An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.
   10.1 Administrative & Business Services: None.

10.2	Edueat	ional Services:	
	10.2.1	Receive Report on the District-wide Initiative to Support Instruction and Assessment through the Rigor/Relevance Framework	7
	10.2.2	Receive Report on Proposed History-Social Science Instructional Materials Adoption for 6-12	8-9
	10.2.3	Receive Report on Proposed International Baccalaureate Psychology Instructional Materials Adoption	10
	10.2.4	Receive Report on Proposed Instructional Materials Adoption for IB Philosophy SL	11

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: 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**12-13**Which Meet the Criteria for Placement on the Consent Agenda
- **13.1.2** Accept the Generous Donations From the Various Individuals, **14-15** Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District
- 13.1.3Approve Entertainment, Assembly, Service, Business and Food16-27Vendors
- **13.1.4** Ratify Measure B Related Expenditures and Notice of Completions **28-29** Which Meet the Criteria for Placement on the Consent Agenda

### 13.2 Educational Services:

- **13.2.1** Approve Revised Central Elementary School Plan for the Remainder of **30-37** the 2018-2019 School Year
- 13.2.2Approve Agreement for Special Contract Services with Karen38-41McCrary, MFTI, to Provide an Additional Day of Mental Health<br/>Services to Jacobson Elementary for the 2018-2019 school year38-41
- 13.2.3 Approve Overnight Travel for Two Administrators and One Teacher to 42 Attend the Summit on Professional Learning Communities (PLC) at Work in Phoenix, Arizona February 19-20, 2019
- 13.2.4 Approve Agreement for Special Contract Services with Solution Tree, 43-49
   Inc. to Provide Professional Development for Teachers at Central
   Elementary School during the March 1, 2019 Staff Development Buyback Day
- 13.2.5 Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program for Students at Wanda Hirsch Elementary School
- 13.2.6 Approve Overnight Travel for Kimball High School (KHS) Model
   55 United Nations (MUN) Club Members and Advisors to Participate in the Santa Clara Valley Model United Nations Conference (SCVMUN) in Santa Clara, California January 25-26, 2019

13.3			56-57
	10,0001		00 07
	13.3.2	Approve Classified, Certificated, and/or Management Employment	58-59
backgrou	ind inform	ation and staff recommendations for each item recommended for action	
14.1	Adminis	trative & Business Services:	
	14.1.1	Accept the Fiscal Year 2017-18 Annual Financial Audit (Separate Cover Item)	60
	Action:	Motion_: Second Vote: Yes; No: Absent; Abstain	
14.2	Educatio	onal Services: None.	
14.3	Human	Resources:	
	14.3.1	Approve Revised Job Description for Teacher Librarian	61-64
	Action:	Motion_; Second Vote: Yes; No; Absent; Abstain	
	14.3.2	Approve a Variable Term Waiver for Teela Jimerson Special Education SDC	65-66
	Action:	Motion; Second Vote: Yes; No; Absent; Abstain	
	Action I backgrou in advan- items. 14.1	13.3.113.3.2Action Items: Actbackground informationin advance of scheditiens.14.1Administration14.2Education14.3Human Ital14.3.1Action:14.3.2	<ul> <li>13.3.1 Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment</li> <li>13.3.2 Approve Classified, Certificated, and/or Management Employment</li> <li>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.</li> <li>14.1 Administrative &amp; Business Services: <ul> <li>14.1 Administrative &amp; Business Services:</li> <li>14.1.1 Accept the Fiscal Year 2017-18 Annual Financial Audit (Separate Cover Item)</li> <li>Action: Motion_: Second Vote: Yes_: No_: Absent_: Abstain</li> </ul> </li> <li>14.2 Educational Services: None.</li> <li>14.3 Human Resources: <ul> <li>14.3 Approve Revised Job Description for Teacher Librarian Action: Motion_: Second Vote: Yes_: No_: Absent_: Abstain</li> <li>14.3.2 Approve a Variable Term Waiver for Teela Jimerson Special Education SDC</li> </ul> </li> </ul>

- **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** January 22, 2019
- **17.2** February 12, 2019
- 17.3 February 26, 2019
- 17.4 March 12, 2019
- 17.5 March 26, 2019

#### 18. Upcoming Events:

18.1	January 21, 2019	MLK Day, No School
18.2	January 25, 2019	Staff Development Buy-back Day, No School
18.3	February 11, 2019	Lincoln's Birthday, No School
18.4	February 18, 2019	Presidents' Day, No School

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

# Minutes of Regular Meeting of the Governing Board For Tracy Unified School District Held on Tuesday, December 11, 2018

5:30 PM:	1-3. Jill Costa called the meeting to order and adjourned to closed session.		
Roll Call:	<b>4.</b> Board: S. Abercrombie, A. Alexander, J. Costa, S. Kaur, B. Pekari, L. Souza (There is currently one vacancy on the board) Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall, B. Etcheverry		
7:00 PM	5. Jill Costa called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.		
Closed Session:	<ul> <li>3.2.1 Findings of Fact #18-19/#23, #18-19/#24, #18-19/#25, #18-19/#26, #18-19/#27, #18-19/#28, #18-19/#29, #18-19/#30, #18-19/#31, #18-19/#33, #18-19/#34</li> <li>Action: Abercrombie, Kaur. Vote: Yes-6; No-0.</li> <li>3.2.2 Report Out of Action Taken on Application for Reinstatement</li> </ul>		
	<ul> <li>#18-19/#4, #18-19/#5, #18-19/#7</li> <li>Action: Vote: Yes-6; No-0.</li> <li>6c 3.2.3 Report Out of Action Taken on PE Exemption – KHS 10308589</li> <li>Action: Vote: Yes-6; No-0.</li> <li>6d 3.2.4 Report Out of Action Taken on Early Graduation – WHS</li> </ul>		
	<ul> <li>10313514</li> <li>Action: Vote: Yes-6; No-0.</li> <li>3.3.1 Report Out of Action Taken on Board Action Taken and Potential Unpaid Suspension Pending Further Resolution Including Potential Discharge - Classified Employee #UCL-311 for IEP Para Educator</li> <li>Action: Approved. Vote: Yes-6; No-0.</li> </ul>		
Minutes:	7. Approve Regular Minutes of November 13, 2018. Trustee Costa and Trustee Pekari are the only board members that were on the board and at the November 13, 2018, meeting. They both verified that the minutes were correct. This is the first board meeting for all other board members. Action: Abercrombie, Alexander. Vote: Yes-6; No-0.		
Employees Present:	A. Flores, B. Carter, R. Call, L. Nelson, R. Riddle, J. Nott, C. Crone, T. Salinas, J. Stocking, R. Pecot. J, Carter, A. Thompson, C. Munger, L. Pekari, B. Pekari, L. Flores, L. Huerta, E. Summa, J. Parks, K. Smith, D. Schneider, L. Mendez, A. Thompson, A. Johnson		
Press:	Tracy Press: G. Moore		
Visitors Present:	J. Mousalimas, V. Stewart, C. Woods, A. Villela, B. Mendez, A. Barba H. Burton, J. Ly, K. Vena, A. Ardina, D. Sanchez, J. Pena, M. Pena, E. Miranda, A Apodaca, B. Shaw, K. Vidal, L. Morals, I. Mendoza, E. Gonzalez, S. Akhlaqi, E. Puepl C. Wing. S. Sandhu, G. Coronado, V. Martinez, J. Stokes, M. Chavez, S. Mejia, H. Shahi, E. Luepke		

Administer Oath of Office	8. Steve Abercrombie, Ameni Alexander, Simran Kaur, Brian Pekari, Lori Souza
	San Joaquin County Superintendent, James Mousalimas, was honored to swear in the new board members.
Board Organization	<ul> <li>9.1 Elect Officers: President, Vice President, Clerk</li> <li>Action: Abercrombie for president. Souza, Kaur.</li> <li>Vote: Yes-4; No-2(Alexander, Costa)</li> <li>Action: Pekari for vice-president. Costa, Kaur.</li> <li>Vote: Yes-5; No-1(Alexander)</li> <li>Action: Costa for clerk. Pekari, Kaur.</li> <li>Vote: Yes-5; No-1(Alexander)</li> </ul>
	<ul> <li>9.2 Appoint Representatives to the following committees:</li> <li>Budget; CALSSD; City Schools Liaison; District Attendance Area; Facilities Advisory; Facility Use Policy Review; Family Life, Legislative Action, SJCSBA; Special Ed; TAPFFA; Tracy Learning Center/Ad Hoc Board Member; Charter Schools; Tracy Parks</li> <li>Action: This item will be put off until the 7<sup>th</sup> board member has been appointed.</li> </ul>
	<b>9.3</b> Approve Board Meeting Calendar <b>Action:</b> Pekari, Costa. <b>Vote:</b> Yes-6; No-0.
Student Rep Reports:	<b>10. Kimball High:</b> Gabriel Coronado welcomed all new school board members. Students have been busy with Trunk or Treat and the Zombie Run. The Black Tie Affair dance was held November 10 <sup>th</sup> and "Under the Lanterns" was the theme. Spirit week will start with Swoosh Jam. Seniors are applying to colleges and hoping for acceptance. All students are preparing for finals. There is a lot of stress so they are having a Stress Relief Week with lunchtime activities, coloring, slime, chalk drawing, etc. Finals are next week and then they will enjoy winter break. In winter sports, the basketball team preseason has started and students are looking forward to games. Theater finished their production of <i>The Lion King</i> . They prepared for months. The spring production will be West Side Story.
	West High: Briana Mendez and Alexis Villela welcomed the new school board members. Students participated in an International Feast Day which included foods and dances from various cultures. Winter sports are going well. Winter Ball was postponed due to electrical difficulties. The robotics team competed and did well. The teachers were given their annual appreciation breakfast. It is the dreaded time of year, mid-terms. The next 2 weeks will be stressful but they are looking forward to winter break. The wished everyone Happy Holidays.
	<b>Tracy High:</b> Alyssa Barba welcomed the new school board members and hopes everyone enjoys Thanksgiving break. The Leadership students had their annual Thanksgiving feast. The boys football team made it all the way to the playoffs, but

Thanksgiving feast. The boys football team made it all the way to the playoffs, but lost to Del Oro. Basketball had their first games this month. The Bulldog Project had its first presentation of year at Hawkins School and they also had a combined presentation with Kimball at Hirsch. It is a stressful time preparing for finals. The PAWS group had dogs come and students were able to pet them. She wished

	everyone a Happy New Year.		
Recognition & Presentations:	<b>11.</b> None	None.	
Information & Discussion Items:	12.1	Administrative & Business Services: None.	
Hearing of Delegations		e Riddle of CSEA is happy to see new faces. CSEA is excited and hope asteful legal expenses and fighting. There are two sides to every story.	
	years on	bla is here to congratulate all board members. He felt privileged to serve 2 the school board. He knows all will be committed to students. His to always remember that in education the biggest stakeholders are the	
	congratul accomplis students a	ott is president of TEA and represents 700 teachers in the district. She ated and thanked them for their conversations. TEA and TUSD have shed a great amount in a small amount of time while representing and employees. She appreciates the board stepping up into this role and ward to working together.	
Public Hearing:	14.1	Administrative & Business Services: None.	
	14.2 14.2.1	<b>Educational Services:</b> Conduct a Public Hearing Regarding the Charter Renewal for the Tracy Learning Center's Millennium High School (9-12) (Agenda Items 16.2.1, 16.2.2)	
		A legal statement was read. Opened public hearing at 7:27 p.m. No comments were made. Closed public hearing at 7:28 p.m.	
	14.2.2	Conduct a Public Hearing Regarding the Charter Renewal for the Tracy Learning Center's Primary Charter School (TK-4) (Agenda Items 16.2.3, 16.2.4)	
		Opened public hearing at 7:28 p.m. No comments were made. Closed public hearing at 7:29 p.m.	
Consent Items:	15.1 15.1.1	Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified. Action: Costa, Pekari. Vote: Yes-6; No-0. Administrative & Business Services: Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein	
Consent Items:		Opened public hearing at 7:28 p.m. No comments were made. Closed public hearing at 7:29 p.m. Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified. Action: Costa, Pekari. Vote: Yes-6; No-0. Administrative & Business Services: Accept the Generous Donations From the Various Individual	

Unified School District

- 15.1.2 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2018/19 School Year
- **15.1.3** Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment through Direct Sale to Vendor in Lieu of Disposal Expenses
- 15.1.4 Approve Accounts Payable Warrants (November, 2018) (Separate Cover Item)
- 15.1.5 Approve Payroll Reports (November, 2018)
- **15.1.6** Approve Revolving Cash Fund Reports (November, 2018)
- **15.1.7** Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- **15.1.8** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

# 15.2 Educational Services:

- 15.2.1 Approve Overnight Travel for Nine Kelly Elementary School Teachers and Two Administrators to Attend PLC at Work Institute in Las Vegas, Nevada on June 3rd – 5th, 2019
- **15.2.2** Approve Agreement for Special Contract Service with Center for Accessible Technology for Independent Education Evaluation Assistive Technology Assessment
- 15.2.3 Approve Agreement for Special Contract Service with Dr. Sara Rice Schiff for Independent Educational Evaluation/Psycho-Educational Assessment
- **15.2.4** Ratify Individual Services Agreement (ISA) for Nonpublic, Nonsectarian School Services with Spectrum Center Schools and Programs for Educational Services
- **15.2.5** Ratify Agreement for Services with The Speech Pathology Group for Speech Services
- **15.2.6** Ratify Independent Contractor Agreement for Services with The Stepping Stones Group for APE Services (Separate Cover Item)
- 15.2.7 Approve Overnight Travel for Mrs. Jennifer Grover, Tracy High School Choir Teacher, Audrey Boyd, Jacob Grover, Justin Maas-Espinoza and Kyle Vergara Attend the CAL ACDA All- State Honor Choir in San Jose, CA on March 14-16, 2019
- **15.2.8** Approve Overnight Travel for the Tracy High School AG/FFA Teacher and Students to Attend the National Western Livestock Show in Denver, CO on January 21-25, 2019
- **15.2.9** Approve Out of State Travel for up to 4 Teachers and 1 Administrator to Attend the Summit on Professional Learning Communities at Work Conference in Phoenix, AZ on February 19-21, 2019

# 15.3 Human Resources:

- **15.3.1** Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 15.3.2 Approve Classified, Certificated and/or Management Employment

#### 16.1 Administrative & Business Services:

**16.1.1** Certify 2018-2019 Fiscal Year First Interim Report (Separate Cover Item)

Associate Superintendent of Business Services, Dr. Casey Goodall, presented a power point. He explained objectives that we will be able to meet our financial obligations for the current fiscal year and 2 subsequent years and that the board has reviewed and approved the budget assumptions worksheets that are part of the first interim financial report. He reviewed the unrestricted and restricted budget data and the one-time spending expenditures. They have also built in the estimated costs for CSEA since the other 2 groups have already adopted their salary increase.

- Action: Costa, Pekari. Vote: Yes-5; No-1(alexander)
- **16.1.2** Approve and Appoint Applicant for Parent or Guardian Position on the Measure B Bond Oversight Committee
- Action: Costa, Pekari. Vote: Yes-6; No-0.
- 16.1.3 Acknowledge Substitution of Eagle Solutions, Inc. dba Eagle Builders in Place of Subcontractor Margin Construction, Inc. on the Louis Bohn Elementary School Building D Replacement Project
- Action: Pekari, Souza. Vote: Yes-6; No-0.
- **16.1.4** Accept the Annual Report on the Collection and Expenditure of Development Fees for Fiscal Year 2017/2018
- Action: Kaur, Souza. Vote: Yes-6; No-0.

### 16.2 Educational Services:

**16.2.1** Acknowledge Receipt of the Tracy Learning Center's Charter Renewal Petition for Millennium High Charter School

Associate Superintendent of Educational Services, Dr. Sheila Harrison, commented that staff has completed review of both. Staff has, with legal guidance, identified several areas due to updated Ed Code. They have enjoyed a long standing positive relationship with TLC and believe these can be remedied. She recommends approval subject to specific conditions.

- Action: Kaur, Souza. Vote: Yes-6; No-0.
- **16.2.2** Approve with Conditions, the Charter Renewal for the Tracy Learning Center's Millennium High School (Charter-Separate Cover Item)
- Action: Costa, Pekari. Vote: Yes-6; No-0.
- **16.2.3** Acknowledge Receipt of the Tracy Learning Center's Charter Renewal Petition for Primary Charter School
- Action: Pekari, Kaur. Vote: Yes-6; No-0.
- 16.2.4 Approve with Conditions, the Charter Renewal Proposal for the Tracy Learning Center's Primary Charter School (Charter-Separate Cover Item)
- Action: Costa, Pekari. Vote: Yes-6; No-0.

#### 16.3 Human Resources:

16.3.1 Approve a Variable Term Waivers for John S. Morris –

Certificate of Completion of Staff Development (SDAIE)

- Action: Costa, Pekari. Vote: Yes-6; No-0.
- **16.3.2** Approve Declaration for a Provisional Internship Permit
- Action: Costa, Pekari. Vote: Yes-6; No-0.
- 16.3.3 Approve Agreement between TEA and TUSD to Remove Speech Service Providers from TEA Bargaining Unit Dr. Stephens commented that this is an attempt to have a more competitive salary for speech therapists. He has been in administration for over 28 years and this is the first time he's seen a bargaining unit make this move willingly. He thanked Jacqui Nott and her team. This will allow us to be far more competitive and will go in place tomorrow. This is a really big step for the district
- Action: Souza, Kaur. Vote: Yes-6; No-0.
- Trustee Souza commented that she was proud to be here tonight. She has been a **Board Reports:** resident of Tracy for 30 years and attended Monte Vista and Tracy High school. She wants to give back to the community and what Tracy has given to her. She is very invested in the community and our children. She is honored to be a board member. Trustee Kaur thanked everyone and is honored to be here and see the support from the community. She recognized the outgoing board members that worked hard for this district and they all hope to do the same. Trustee Alexander thanked everyone that voted for him. He will be their voice and may be the lone voice. He commented that we need to provide a quality education for our children Trustee Costa knows the students are working hard to get their grades done and she looks forward to giving graduates their diploma in May. She wished everyone a nice holiday. Trustee Pekari thanked everyone for being here and staying for the whole meeting. He feels it is important for all to be collaborating together. He appreciated the high school reps coming to report on the awesome events like the Red Carpet even. He looks forward to working together to solve issues. He welcomed the new board members and thanked Trustee Costa for her guidance as a veteran board member. Trustee Abercrombie thanked the citizens and the board for allowing him to be president. He is here to provide students with tools to be successful. The staff is valued and he is always willing to meet and hear concerns and ideas. His door is always open. There will be difficult decisions and you may not always agree. He looks forward to serving the next 4 years. Dr. Stephens welcomed the new school board members. He introduced the new Superintendent
- Report: Director of Special Education, Christopher Crone. He is excited to have him join TUSD. He will be reviewing our program and seeing how best to serve our students. The Red Carpet Event is a highlight of every year. It has grown each year and makes a statement about Tracy. Our students should feel safe when they are walking down the halls, on the street or downtown. He is proud that we take a large roll in that. Lion King was performed at Kimball High School. Their plays are the best plays he's ever seen and they always top the next one. He thanked everyone and wished them a Merry Christmas.

Adjourn:8:00 pm

Clerk

Date



# DUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
 FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
 DATE: December 17, 2018
 SUBJECT: Receive Report on the District-wide Initiative to Support Instruction and Assessment through the Rigor/Relevance Framework

**BACKGROUND:** During the 2017-2018 and 2018-2019 school year, the District partnered with The International Center for Leadership in Education (ICLE) of Houghton Mifflin Harcourt to provide teachers, and administrators with professional development in the Rigor/Relevance Framework to support instruction and assessment. This is a district-wide initiative to foster rigorous and relevant learning environments for all students. The District is in year two of a planned three-year partnership with ICLE to support this initiative. ICLE coaches provide leadership coaching, courses on high-leverage instructional strategies, and teacher coaching aligned to District goals for implementation of the California standards in all content areas.

Administrators and teachers use the ICLE's Rigor/Relevance Framework to develop and analyze curriculum, instruction, and assessment. Teachers use it to monitor their own progress in adding rigor and relevance to their instruction, and to select appropriate instructional strategies for differentiating instruction and facilitating higher achievement goals. The Rigor/Relevance framework provides a strong, consistent framework and vision for curriculum, instruction, and assessment.

**RATIONALE:** This agenda item will provide a report to the Board of Education on this district-wide initiative. This agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #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: No Cost for Report.

**RECOMMENDATION:** Receive Report on the District-wide Initiative to Support Instruction and Assessment through the Rigor/Relevance Framework.

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



TO:	Dr. Brian R. Stephens, Superintendent
FROM:	Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE:	December 17, 2018
SUBJECT:	Receive Report on Proposed History-Social Science Instructional Materials Adoption
	for 6-12

**BACKGROUND:** As part of the instructional materials adoption process, 6-12 History-Social Science (H-SS) teachers have been evaluating, piloting, and analyzing textbooks since Spring, 2018. They used criteria set out in the California Department of Education's (CDE) History-Social Science Toolkit and the *History-Social Science Framework* published by the CDE in 2016. Starting with five programs, grades 6-8 chose two programs to pilot. High school screened four programs for each course (World History, United States History, Government, and Economics) and chose two to pilot for each course.

During this pilot, piloting teachers met after school every two weeks to evaluate the materials, using the H-SS Toolkit criteria, and record it in an online survey program. After the pilot ended, pilot teachers met for a full day to review and analyze the evaluation surveys and the two sets of piloted materials through a process guided by four indicators in the H-SS Toolkit: foundations of the discipline, student work, monitoring student progress, and support for teachers. As a result of this analysis, each grade or course determined the program that they found to be most effective for the needs of Tracy Unified School District's students. Community members have been made aware of the adoption process through public announcements and public review of materials at the Instructional Media Center.

The selections were presented to the Curriculum Council on December 18, 2018. The Curriculum Council is recommending these programs for the H-SS courses in grades 6-12.

Course	Title	Publisher	Copyright
Grade 6	World History Ancient Civilizations	National Geographic/Cengage	2018
Grade 7	World History Medieval and Early Modern National Geographic/Cengage Times		
Grade 8	U.S. History American Stories: Beginnings to World War I	National Geographic/Cengage	2018
World History	Modern World History	Houghton Mifflin Harcourt	2019
US History	U.S. History 1877 to the Present: America Through the Lens	National Geographic/Cengage	2019
Government	Magruder's American Government	Pearson	2019
Economics	Economics Principles in Action	Pearson	2019

**RATIONALE:** The instructional materials being recommended for adoption demonstrates the highest correlation to the following evaluation criteria shared by all grades and courses in the 6-12 adoption process:

- Alignment to the California History-Social Sciences Standards and Framework, particularly in the four shifts: literacy, updated content, student inquiry, and civic engagement and citizenship
- Engaging primary and secondary source documents and essential questions
- Text features to support increased literacy achievement for all students, including English Learners (EL)
- Assessment types and items that mirror items on the California Smarter Balanced Assessment Consortium (SBAC) tests

This agenda item meets District Strategic Goal #1: Prepare all students to be well rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** Funding for the purchase of recommended materials not to exceed \$2,020,000 will be provided by one-time state funds reserved for the purchase of instructional materials.

**RECOMMENDATION:** Receive Report on Proposed History-Social Science Instructional Materials Adoption for 6-12.

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



# DUCATIONAL SERVICES MEMORANDUM

TO:	Dr. Brian R. Stephens, Superintendent
FROM:	Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE:	December 17, 2018
SUBJECT:	Receive Report on Proposed International Baccalaureate Psychology Instructional
	Materials Adoption

**BACKGROUND:** International Baccalaureate (IB) Psychology is a course in the International Baccalaureate Programme at Tracy High School. The International Baccalaureate Diploma Programme establishes curriculum frameworks for all IB courses but does not prescribe specific texts; that decision is reserved for the local school district.

The District Instructional Media Services Director, the IB coordinator (who is also the IB Psychology course instructor), and an Assistant Principal from Tracy High School met to develop criteria for evaluating these instructional materials. The course instructor reviewed three programs, then narrowed the evaluation to two programs. Using a variety of tools to evaluate instructional materials at the textbook and the unit/chapter level, the IB Psychology instructor selected a textbook and asked the Curriculum Council for a recommendation to the Board. Community members have been made aware of the adoption process through public announcements and public review of materials at the Instructional Media Center.

The following textbook is being recommended by the Curriculum Council for adoption for the Tracy Unified School District's International Baccalaureate Psychology course: *IB Psychology Course Book (2<sup>nd</sup> edition)* by Popov, A., Parker, L., Crane, J., Hannibal, J., and Seath, D. published in 2018 by Oxford University Press.

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

- Alignment to new, updated IB Psychology course objectives
- Connection to other IB courses such as Theory of Knowledge
- Engaging content and activities that increase access and success for all students
- Well-formulated questions and text features to guide reading, comprehension, and critical thinking

This agenda item meets District Strategic Goal #1: Prepare all students to be well rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** Funding for the purchase of recommended materials not to exceed \$4,000 will be provided by Local Control Funding Formula funds reserved for the purchase of instructional materials.

**RECOMMENDATION:** Receive Report on Proposed International Baccalaureate Psychology Instructional Materials Adoption.

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





TO:	Dr. Brian R. Stephens, Superintendent
FROM:	Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE:	December 18, 2018
SUBJECT:	Receive Report on Proposed Instructional Materials Adoption for IB Philosophy SL

International Baccalaureate (IB) Philosophy is a course in the International Baccalaureate Programme at Tracy High School. The International Baccalaureate Diploma Programme establishes curriculum frameworks for all IB courses but does not prescribe instructional materials; for philosophy, IB recommends philosophical monographs from which an instructor can choose one or more texts. The course already uses *The Ethics of Authenticity* by Charles Taylor and requires an additional monograph.

The District Instructional Media Services Director, the IB coordinator, the IB Philosophy instructor, and an Assistant Principal from Tracy High School met to develop criteria for selecting these instructional materials. The course instructor reviewed the eleven IB recommended monographs, then chose one that, in his opinion, allowed for an exploration of the course's most important theme, that is, "What does it mean to be human?" The IB philosophy instructor selected this as a second course monograph and asked the Curriculum Council for a recommendation to the Board. Community members have been made aware of the adoption process through public announcements and public review of materials at the Instructional Media Center.

The following textbook is being recommended by the District Curriculum Council for adoption for the Tracy Unified School District's International Baccalaureate Philosophy course: *The Second Sex* by Simone de Beauvoir, translated by Constance Borde and Sheila Malovany-Chevallier and published by Penguin Random House in 2011.

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

- Aligns to new, updated IB Philosophy SL course objectives
- Introduces students to a work that is a milestone in philosophy and feminist history
- Addresses themes of personal identity, intersubjectivity, and existentialist concepts of human nature
- Examines ethical implications of the position of women in Western society,

This agenda item meets District Strategic Goal #1: Prepare all students to be well rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** Funding for the purchase of recommended materials not to exceed \$1,000 will be provided by Local Control Funding Formula funds reserved for the purchase of instructional materials.

**RECOMMENDATION:** Receive Report on Proposed Instructional Materials Adoption for IB Philosophy SL.

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





TO: Dr. Brian Stephens, Superintendent
 FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
 DATE: December 7, 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 January 8, 2019 <u>SUMMARY OF SERVICES</u>

Α.	Vendor: Sites: Item: Services: Cost: Project Funding:	Cooperative Strategies District Wide Software as a Service Authorization Agreement Cooperative Strategies will grant access to their web based myschoolLOCATION software, to be used by District personnel and the community to easily identify and match the student home address to their appropriate zoned school location. \$689.00 Annually, Plus a \$300.00 One-time Start Up fee. Additional Consulting Rates: \$150/hr. Senior Programmer, \$100/hr. Programmer, \$75/hr. Data Analyst. Unrestricted General Fund/Student Services
В.	Vendor: Sites: Item: Services: Cost: Project Funding:	Schubert Legal Services Delta Island Site Attorney-Client Fee Agreement – Ratify Legal advisor with regard to the State Water Control Board's response to the water quality at the site. \$310.00/per hour General Fund/Unrestricted Facilities Fund
C.	Vendor: Sites: Item: Services: Cost: Project Funding:	Indoor Environmental Services ("IES") Various School Sites Notice of Completion Modified Proposition 39 Energy Expenditure Plan (EEP) and implemented services; such as, energy efficient projects HVAC and Lighting to Bohn Elementary School, Hirsch Elementary School, Jacobson Elementary School, Poet-Christian School and Villalovoz Elementary School. \$1,719,600.00 Amendments and Change Orders: \$1,299,187.00 Final Contract: \$3,018,787.00 Proposition 39 Energy Funding
D.	Vendor: Sites: Item: Services: Cost: Project Funding:	Champion Industrial Contractors, Inc. West High School Change Order # 1 - Ratify Extension of time due to delivery of additional non-vented cabinets for the project. N/A Unrestricted General Fund/Deferred Maintenance



# BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
 FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
 DATE: December 12, 2018
 SUBJECT: Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District

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

South/West Park Elementary School:

1. Tracy Unified School District/South/West Park Elementary School: From Donors Choose, an HP Printer Color Laser Jet Pro M 452 valued at \$150.00. This donation will benefit the students in Room A101 at South/West Park School.

Tracy High School:

- 1. Tracy Unified School District/Tracy High School: From the Banta School Parent Faculty Association for the amount of \$500.00 (ck. #2536). This donation is a contribution to the Brock Soares Memorial Scholarship for the 2018/2019 school year.
- 2. Tracy Unified School District/Tracy High School: From the Banta School Parent Faculty Association for the amount of \$500.00 (ck. #2492). This donation will benefit Tracy High School's dance team.
- 3. Tracy Unified School District/Tracy High School: From eSponsor Now, Inc. for the amount of \$1,708.00 (ck. #30425). This donation will benefit Tracy High School's Weight Lifting Club.
- 4. Tracy Unified School District/Tracy High School: From the Tracy Breakfast Lions Club for the amount of \$8,977.97 (ck. #1100). This donation stems from snack bar proceeds during the 18/19 football season and it will benefit Tracy High School's athletic program.

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

**FUNDING**: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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



# BUSINESS SERVICES MEMORANDUM

TO: Brian R. Stephens, Superintendent
FROM: C. Goodall, Associate Superintendent for Business Services
DATE: December 13, 2018
SUBJECT: Approve Entertainment, Assembly, Service, Business and Food Vendors

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

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

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

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

FUNDING: Per attached summary of requisitions.

**RECOMMENDATIONS:** Approve Entertainment, Assembly, Service, Business and Food Vendors.

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

Vendor names are listed by the insured name of the vendor and not the program name ↓This list of Approved Vendors confirms verification of insurance coverage only!↓ Board Approval based on insurance remaining current!

SMOKING, TOBACCO PRODUCTS, ALCOHOL, DRUGS, FIREARMS OR EXPLOSIVES ARE PROHIBITED ON ANY SCHOOL DISTRICT PROPERTY. Vendors must be aware of the location of emergency exits at all times. Vendors are prohibited from applying pesticides, chemicals, or cleaning products to district facilities or grounds. FLAMES ARE PROHIBITED INDOORS ON DISTRICT PROPERTY - SEE SPECIFICS IN FOOD VENDOR BELOW!

Per BP 5145.14 -Taking pictures of school pupils and buildings for commercial purposes is normally prohibited. Any exception requires an application in writing and the approval of the Superintendent or Superintendent's designee. Most DJ's have photo booths and will own the pictures. The pictures can be placed on their website or social media which is a violation of policy.

# **LREQUESTING VENDORS FOR BOARD APPROVALL:**

Board Approved	Vendor Name	Insurance Expiration
	Nutrien - Seed Survivor mobile unit teaches agriculture in classrooms. Raleigh Gragan - (530)-320-5907, caseedsurvivor@gmail.com www.seedsurvivor.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	11/1/2019
Board Approved	Vendor Name	Insurance Expiration
5/22/18	Stuntmasters - BMX Impact Show, John Parker, john@bmsimpact.com, (888) 269-9919, www.stundmasterinc.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	12/19/2018
8/12/14	Tracy Chamber of Commerce: "Hire Me First" Internship Program was established to promote youth employability through increased employment opportunities, internship and job shadowing experiences for the youth in our community. Alyssa Mupo - 835-2131, hiremefirst@tracychamber.org, www.hiremefirst.org	12/29/2018
1/25/11	Kaiser Permanente - Dean Starnes, dean.starnes@kp.org, 510-987-2223, www. Kp.org/etp/ncal, Programs "Community Troupe", PEACE Signs" "The Best Me", "Nightmare on Puberty ST." and "Secrets". Insurance requires written contract.	1/1/2019
9/12/17	Mobile Ed Productions - Educational assemblies for No Bully Zone, Science, History, Reading/Writing, Character and Performance Arts. Contact Cindy Kouczynski-800-433- 7459, cindyk@mobileedprocutions.com, www.mobileedproductions.com CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/1/2019

Board Approved	Vendor Name	Insurance Expiration
	<b>Entourage Events SF</b> - DJ & lighting Services and Photo Booth, Derek Mizuno, 510-921-4373, booking@entourageeventssf.com. Find them on Yelp &	
3/12/13	Facebook. Parental permission for pictures of students.	1/16/2019
10/11/11	Main Street Music - Ken & Diana Cefalo, kencefalo@yahoo.co, dcefalo@sbcglobal.net, CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/17/2019
	Jestergames - Diabolo skill toy-juggling/teaching instruction for grades 3-8 with Christopher Garcia. Roxanne Finch, roxanne@jestergames.com, (310) 613- 0331, www.jestergames.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE. Flyer requirement must be	
5/8/12	pre-approved by Sheryl Smith/Sheila Harrison.	1/18/2019
10/23/18	<b>Traveling Lantern Theater Company -</b> Doren Elias, (800) 936-4723, kb@travelinglantern.com, www.travelinglantern.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/17/2019
5/8/12	International Printing Museum- Mark Barbour. A Museum on Wheels and Benjamin Franklin Assembly brings colonial America to life. 310-515-7166, mail@printmuseum.org, www.printmuseum.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/30/2019
9/13/11	<b>California Weekly Explorer, Inc</b> . History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	2/1/2019
8/25/09	<b>Soul Shoppe</b> - Focus on building character & creating bully- free schools. Shawna Jones, Shawna@soulshoppe.com, Phone: 510-338-3231, www.soulshoppe.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	2/1/2019

Board Approved	Vendor Name	Insurance Expiration
10/11/11	<b>Rumors Productions Company</b> - Karaoke, DJ, children parties, live sound & music, live band, line dancing lessons & game show night. Contact Jenna Teyshak or Jon Tyner - 640-8000, jenna@rpcdj.com, www.rpcdj.com. No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	2/2/2019
3/13/18	<b>Apex Fun Run</b> - a run based character & leadership fundraiser. Jenna Martinez, (408) 772-3409, jennam@apexfunrun.com, www.apexfunrun.com. STAKES IN GRASS PROHIBTED. SAND BAGS CAN BE USED TO HOLD DOWN ITEMS BUT ONLY ALLOWED FOR ONE DAY. CONTRACT REQUIRED PRIOR TO OCCURENCE.	2/5/2019
11/13/07	<b>Lonny Johnson - Ancient Artifacts -</b> John Tacha or Terry Lyman 800.255.0084, (FIRE SHOW OR WEAPONS NOT ALLOWED). bureau@assemblyline.com. www.assemblyline.com/index.html	2/5/2019
10/23/18	<b>Roshambo</b> - DJ, photobooth and event planning. Rich Ramirez, (209) 401-1145, roshambome@comcast.net, www.roshambo.biz. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	2/24/2019
3/13/18	<b>Rob Holladay Show</b> - Bye Bye Bully Show, Rob Holladay, (912) 409-7263, therobholladayshow@gmail.com, www.amazingschoolshows.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	2/28/2019
9/12/17	<b>Balaji Consulting -Mathnasium</b> - Math tutors offering Math Night with Math games. Pratima Murarka - 650-0345 or tracy@mathnasium.com, www.mathnasium.com/tracy CONTRACT REQUIRED PRIOR TO OCCURRENCE	3/13/2019

Board Approved	Vendor Name	Insurance Expiration
1/24/17	Emergency Food Bank: Mobile Farmer's Market. Kisha Thompson-464-7369 ext. 1007, kthompson@stocktonfoodbank.org or Pat Brown-464-7369 ext. 1008 pbrown@stocktonfoodbank.org, www.stocktonfoodbank.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	3/22/2019
4/12/11	<b>LMG Attractions-</b> DJ and Emcee, Business Audio Visual, Event Planning, Professional Sound and Audio. Dave Tillman 209-275-0226, www.lmgattractions.com No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	4/1/2019
5/28/13	Gallo Center for the Arts, Bullying Prevention Performance, "The Bully Buster Rides Again". Raul Garcia, 338-5020, rgarcia@galloarts.org, www.galloarts.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	4/9/2019
8/11/15	Scott Backlovich Communications - Motivational speaker for teens for Leadership Conferences, HS & Middle School Assemblies, Teen Summit Programs, Back-to-School Orientations. Scott Backlovich-484-3841. scott@scottbacklovich.com, www.scottbacklovich.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	4/21/2019
10/23/18	Street Beat - Hiphop pizazz assembly. Ben Hansen, (310) 403-7884, info@streetbeattheshow.com, www.streetbeattheshow.com CONTRACT REQUIRED PRIOR TO OCCURRENCE.	4/24/2019
3/27/18	<b>Bricks 4 Kidz -</b> STEM educational activities for kids age 3- 13, where they play with LEGO® Bricks. Our unique model plans are designed by engineers and architects. Themes, construction, provide building blocks for educational play. Sally Studebaker- (925) 595-3934, sstudebaker@bricks4kidz.com, www.bricks4kidz.com/356. Vendor does not have a contract, must use TUSD Contract Services Agreement.	4/30/2019

Board Approved	Vendor Name	Insurance Expiration
2/12/08	<b>Sparkles the Clown</b> , Terry Donaldson - 835-8383, www.sparklesdelight.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/1/2019
2/12/08	Ravioli the Clown - Denis Martinez - 835.3535, www.raviolitheclown.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/1/2019
2/23/10	All for KIDZ, Inc. Producers of THE NED SHOW- character education program. Customercare@allforkidz.com, www.thenedshow.com1- 877-872-9696 x101. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/4/2019
11/14/17	LifeSaver CPR - CPR Services, Chris Peters, (209) 665- 4398, www.lifesavercpr.net, LifeSaverCPR@hotmail.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/1/2019
5/22/18	Bucketfillers for Life - character education assemblies, student workshops, parent workshops, and professional development. Kelly Nickel, (530) 941-5207, kellynickel@bucketfillersforlife.com, www.bucketfillersforlife.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/22/2019
11/8/16	Lifetouch National School Studios - Student photos and photo booths through Lifetouch only. Corena Allen, (916) 526-0406, callen@lifetouch.com. Does not include DJ services. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/30/2019
4/23/13	SJ County Child Abuse Prevention Council - "Parent Cafe" - program awareness for protection and safety of our children. Contact Lindy Turner-Hardin or Angela Magee -464-4524, lturner@nochildabuse.org or amagee@nochildabuse.org. "Pinwheels for Prevention" - program awareness for public and computer safety. Contact Amrit Pawar - 851-3468, apawar@nochildabuse.org. Website: www.nochildabuse.org	7/1/2019

Board Approved	Vendor Name	Insurance Expiration
2/15/17	<b>Prismatic Magic Laser Programs</b> - Educational entertaintment laser assemblies (anti-bully, history, reading, space, etc.). Steve Hatfield - (866) 952-7376, steve@prismaticmagic.com, www.prismaticmagic.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	7/2/2019
12/12/17	Booster Enterprises - Boosterthon Fun Run Fundraising, Andrew Kowalski - (706) 224-9079, andrewk@boosterthon.com, www.boosterthon.com. STAKES IN GRASS PROHIBTED. SAND BAGS ALLOWED FOR ONE DAY ONLY. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	7/1/2019
3/8/11	<b>Dr. Andrew Trosien, DDS</b> . Oral Hygiene Instructions. Call Megan or Julie at 833-1240	7/1/2019
4/11/17	Pediatric Dentistry/Orthodontics - Dr. Solomon. (925)447-1377. majrod@icloud.com, Www.livermorekidsdentist.com	7/1/2019
3/27/18	Keep it Movin Entertainment - DJ Services - Dave Reyes, (408) 645-9460, yourfavoritedjs@keepitmovinent.biz, www.keepitmovinent.net. Vendor does not have a contract, must use CONTRACT REQUIRED PRIOR TO OCCURRENCE.	7/9/2019
2/14/12	Sound Wave Mobile DJ - David Gomes-510-938-7903, info@soundwavemobiledj.com, www.soundwavemobiledj.com. No pictures of students without parental permission. Must use CONTRACT REQUIRED PRIOR TO OCCURRENCE.	7/23/2019
2/10/15	Musson Theatrical - specializes in providing theatrical lighting, sound, scenery, and special effects. Bob Downs - 800-843-2837, bdowns@musson.com, www.musson.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	8/1/2019
9/25/18	The Echo Hero Show - topics enforced through songs can include not littering, recycling, food waste, saving water, energy efficiency and using reusable items. Brett Edwards, (888) 482-3885, echoheroshow@gmail.com. No website. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	8/22/2019

Board Approved	Vendor Name	Insurance Expiration
10/25/11	Amos Productions-DJ Services. Nicole - 1800-693-5003 or 925-449-3847. nicole@amospro.com or info@amospro.com. www.amospro.com. No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	9/26/2019
3/13/18	Play-Well TEKnologies - Lego building and inventing for core engineering and confidence. Lauren Yee (510) 227-9378, lauren@play-well.org, www.playwell.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/1/2019
4/8/14	<b>UNeed2</b> - help student build a computer. Lynda Hawkins - 662-1188 or Eric Hawkins - 510-952-1473, ehawkins@sbcglobal.net, lyndahawkins@sbcglobal.net, www.uneed2.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/20/2019
9/8/15	<b>Tracy Crime Stoppers</b> - partnership with citizens, media, and the criminal justice system, is to prevent and solve crimes within the Tracy region Marshall Rose - (209) 627- 7675. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	11/3/2019
2/11/14	World of Wonders Science Museum (WOW), Teaches varius science topics. Beth Fox - 368-0969, beth@wowsciencemuseum.org, www.sciencemuseum.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	12/1/2019
1/23/18	DJ Glenn Black Jr DJ PA System, Mixer (or DJ controller), dance floor lighting, uplighting (decor lighting), etc. Glenn Black, (209) 483-3367, glennbproductions@yahoo.com, www.djglennb.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/4/2020
10/24/17	<b>City of Stockton - SJ County Library -</b> Training Wheels program. Mobile Library on wheels for preschool students participating in story time and receive a free book. Contact Lisa Lee-lisa.lee@stockton.ca.gov or 937-8143. www.ssjcpl.org/involved/litservices/default.html	No Expiration Date

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

Board Approved	Vendor Name	Insurance Expiration
	↓APPROVED FOOD VENDORS↓	
S	ORTED BY INSURED NAME AND EXPIRATION DATE	
	MOBILE'S ARE NOT ALLOWED TO DRIVE AND PARK HICLES MUST PARK IN DESIGNATED PARKING PLAC	
	d Vendors is for insurance verification only. It does not supersede the approval ices or replace the standard facility use process. No food sales until 30 minutes	
	Taqueria La Mexicana- Mobile Truck Catering for	
	restaurant on 11th street only. Letty 610-1871,	
	letty25045@hotmail.com. No food sales until 30 minutes	
3/11/2014	after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	3/21/201
5/11/2011		
	Menchie's Frozen Yogurt, Adele Boch, 612-5285, adelebloch@yahoo.com, www.menchies.com. No food	
	sales until 30 minutes after school.CONTRACT	
11/12/12	REQUIRED PRIOR TO OCCURRENCE.	6/5/201
	Buffalo Wild Wings - Food/Catering. (209) 833-3819.	
	425@buffalowildwings.com and/or	
	wingman209@sbcglobal.net. www.buffalowildwings.com.	
5/14/13	CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/29/201
	Vere Les of The en Shared Les drinks Lies Dynam (200)	
	Kona Ice of Tracy - Shaved Ice drinks. Lisa Duncan, (209) 597-8760, dduncan@kona-ice.com, www.kona-ice.com. No	
	food sales until 30 minutes after school. Vehicles must be	
	parked in designated parking place only. CONTRACT	
8/11/2015	REQUIRED PRIOR TO OCCURRENCE.	7/22/201
	Black Bear Diner - Catering. Tracy@blackbeardiner.com,	
5/9/17	(209) 835-5600 or (209) 814-0902.	8/17/201
	Meva's Tacos & More - Contact Eva Ybarra - 244-3307 or	
	mevastacos@gmail.com. No food sales until 30 minutes	
	after school.CONTRACT REQUIRED PRIOR TO	
9/27/2016	OCCURRENCE.	8/30/201
	Tracy Breakfast Lions Club - Greg Bidlack -	
	gregandvelma@sbglobal.net, Jim Noah - 835-0981,	
	www.tracybreakfastlionsclub.org. No food sales until 30	
	minutes after school. CONTRACT REQUIRED PRIOR TO	
12/8/09	OCCURRENCE. 25	9/1/201

Board Approved	Vendor Name	Insurance Expiration		
9/12/2017	Blue Moon Kettle Corn - Kettle Corn sales. Nicole Moore - (510) 589-6166 or bluemoonkettle@gmail.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	9/6/2019		
10/13/15	<b>Pink Turtle Shoppe</b> - Ice Cream & Cookie restaurant. Arabella McCreary - 627-8513, pinkturtleshoppe@gmail.com, www.pinkturtleicecream.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	9/9/2019		
10/13/09	<b>Famous Dave's BBQ Catering</b> : 3162@srribs.com, 833-6337. www.famousdaves.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/1/2019		
10/23/18	Jolts Coffee Bar - serve coffee, espessio, tea, hot chocolate, etc. Carol Zuro, carolzuro@joltscoffeebar.com, (209) 608- 2556, https://m.facebook.com/joltscoffeebar/. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/9/2019		
10/25/11	<b>Mi Espiranza -</b> Restaurant Catering. Call Omar Mendoza and Candida Ramiriz at 832-3020. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/15/2019		
11/14/17	Smokin Hot Meats N Treats - Food truck - Doug & Rita Westby. (510) 364-5070, smokinhotmeatsntreats@gmail.com, www.smokinhotmeatsntreats.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	11/27/2019		
12/8/09	<b>Texas Roadhouse</b> - Ed Ferro, (209) 607-5788, trh_catering@ultrasteak.com or TXRH_Cater@TexasRoadhouse.com. Restaurant direct: 830-1133. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	12/1/2019		

similar purpose in Group A or E occupancies in accordance with Appendix Chapter 1, Section 105.6.

Board Approved	Vendor Name	Insurance Expiration
barbeques to avoid spillag	Make sure barbeques are 10 feet away from any building or structure. e on pavement. Do not dump grease, oil, briquettes or barbeques anyw is or dumpster. If spill occurs, you must provide an oil absorbent and c	here on TUSD property or in
	icense, cigarettes, or any item with an open flame are not permitted anywhere o e to comply with this requirement can result in personal and/or District fines ranging	





TO: Dr. Brian Stephens, Superintendent
 FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
 DATE: December 19, 2018
 SUBJECT: Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

# BUSINESS SERVICES FACILITIES DEVELOPMENT DEPARTMENT MEASURE B BOND January 8, 2019 <u>SUMMARY OF SERVICES</u>

А.	Vendor: Site: Item: Services: Cost: Project Funding:	Wallace Kuhl & Associates North School Modernization Proposal - Ratify Consultant to prepare a combined Geotechnical Engineering and Geologic Hazards Report. \$15,700.00 Estimated Measure B Bond Fund, State School Facilities Program
B.	Site: Item: Services: Cost:	South San Joaquin County Fire Authority North School Modernization Application - Ratify City to perform fire-flow testing on the existing fire hydrants. \$375.00 Measure B Bond Fund, State School Facilities Program
C.	Vendor: Site: Item: Services: Cost: Project Funding:	Clark & Sullivan Construction and Broward Builders, Inc., a Jt. Venture Clover School (TLC) Renovation Change Order #10 - Ratify Scope of work documented on the change order summary. \$68,669.00 Deduction from contingency allowance previously included in the contract. Measure B Bond Fund, State School Facilities Program, Charter School Facilities Program and Prop. 39 Energy Funding
-	B.	Item: Services: Cost: Project Funding: B. Vendor: Site: Item: Services: Cost: Project Funding: C. Vendor: Site: Item: Services: Cost: Cost:



# EDUCATIONAL SERVICES MEMORANDUM

TO:	Dr. Brian R. Stephens, Superintendent
FROM:	Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE:	December 5, 2018
SUBJECT:	Approve Revised Central Elementary School Plan for the Remainder
	of the 2018-2019 School Year

**BACKGROUND:** Central School has been concentrating efforts to improve the effectiveness of their Professional Learning Communities (PLC). We have the great opportunity to have Dr. Tom Many come speak to the staff about PLCs and help the staff continue with making PLCs deeper. This was not an option when budgets were written initially. Central School spent \$52,869.00 on technology last year. We feel with all the new and updated technology we just were fortunate to receive, that this is an appropriate place to reduce funds for this year. On the March 1, 2019 Staff Development Buy-back Day, Solution Tree Inc. will deliver a full day of on-site professional development for Central teachers.

**RATIONALE:** Given the aforementioned events, funding expenditures and rationale are:

- 1. Increase funds for Professional Development for teachers.
  - a. \$6,700 (1a40 Dr. Many PLC Buy Back Day) (Title 1)
- 2. Decrease funds to classroom use technology from \$11,000 to \$3,400
  - a. \$4,300 (4a5 Classroom use technology) (Title 1)

This request supports District Strategic Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap; and District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING**: There is no additional cost for this revision.

**RECOMMENDATION:** Approve Revised Central Elementary School Plan for the Remainder of the 2018-2019 School Year

Prepared by: Nancy Morgan Link, Principal, Central School

					1	8/19 Estimated A	Allocations		
0 x		CENTRAL ELEMENTARY <u>Activities for</u> 2018/2019 School Plan	Trate I	20/ D - 1- 4'		<b>Site</b> 16,264	Title I RS 3010 157,425	Targeted (SES/EL/FY) RS 0709 18,900	Targeted (EL) RS 0710 68,053
			1 itle 1	-8% Reduction	\$248,048	\$16,264	(12,594) <b>\$144,831</b>	\$18,900	\$68,053
				F	235,229		143,926	18,892	67,412
			Allocated Goal Totals Unallocated		\$12,819	5,000 \$11,264	\$905	\$8	\$641
Goal #1	– Prej	oare all students for college and career and ensure al Goal 1: Tier 1					on closing th	e achievement g	<u>ap.</u>
. Activi	tes to si	uppart all students					1		
ef.	Obj. Code	Action Plan Tasks	Person Responsible	Timeline	Total	Site	Title I RS 3010	Targeted (SES/EL/FY) RS 0709	Targeted (EL) RS 0710
31		Provide training for all site administrators and Ed. Services Directors on the development of highly effective Professional Learing Communities (Evidence: Workshop attendance; PLC feedback; Walk Throughs)			TUSD				
2		Provide ongoing ERM and Buy Back Day Professional Education opportunities for teachers (Evidence: Attendance logs; Walk Throughs)			TUSD				
3		Provide time and training for PLC's to meet frequently to focus on effective instructional practices (Evidence: Data from Instructional Rounds; feedback from PLC's)			TUSD				
4		Continue to develop, revise and support RCD Units of Study (Evidence: ongoing walk-thorughs at each school site)			TUSD				
5		Implement iREAD for grades K-2 at in all primary classrooms (Evidence: Teacher training and coaching for all iREAD teachers; usage reports; student progress reports)			TUSD				
6		Support NGSS Teacher Leaders' implementation of science lessons in the classrooms by providing lesson study sessions and sufficient materials and supplies to conduct the lessons (Evidence: Purchase materials and supplies; provide release time for Lesson Study sessions)			TUSD				
		Purchase new fiction and non-fiction books that will support-			<del>TUSD</del>				
a <del>7</del> a8	4300	student learning (Evidence: Destiny collection record) Consumables	Principal	Aug-Apr	1.000		100		

1a9	4300	Classroom support	Principal	Aug-Apr	9,000		9,000		
1a9.1	4300	Classroom support	Principal	Aug-Apr	2,000	2,000			
1a10	1105	Planning days for curriculum, interventions, lessons and assessments - 6 sub days (2 days x 19 teachers x \$180)	Principal	Aug-Apr	6,840		6,840		
lall	1107	Planning days for curriculum, interventions, lessons and assessments - teacher time (possible summer days also)	Principal	Aug-May	2,000		2,000		
 1a12	4200	Priority Indivdualized Reading books	Teachers	Aug-May	2,000		2,000		
la 13	5800	Field Trips	Teachers	Aug-Feb	4,000		4,000		
1a14	4300	Student folders for homework and communication	Principal	Aug	1,250		1,250		
1a15	4300	Agendas - grades 3, 4, 5	Principal	Aug	1,500		1,500		
1a16	5800	UCD conference	Principal	Aug - May	0				
1a17	1105	U(T) subs (2 teachers x 6 days x \$180)	Teachers	Aug-May	0				
la18	4200	Read Across America day and evening event	Teachers	Mar	1,100				1,100
1a19	4200	Summer Reading books	Principal	Apr	2,000		2,000		
1a20	5800	Nancy Fetzer CSS writing and reading coaching	Principal	Oct	10,000		10,000		
1a21	1105	Nancy Fetzer - 5 sub days ( 3 teachers x 5 days x \$180)	Principal	Oct	2,700		2,700		
1a22	4200	Teacher book study	Principal	Jan-Apr	700		700		
1a23	1107	Leadership Team planning and presenting professional development - teacher time	Principal	Oct Jan	200		200		
1a24	4300	Supplies for PBL	Principal	Aug-Apr	1,000		1,000		
1a2500	1105	Rigor and Relevance subs ( 3 subs x 5 days x \$180)	Principal	Aug-Oct	2,700		2,700		
1a26	4200	Books for PBL	Principal	Aug-Apr	500			500	
1a27	4300	Artist in Residence supplies	Principal	Aug	1,000		1,000		
1a28	5800	Artist in Residence	Principal	Aug-May	7,296		7,296		
1a29	4300	Promote school wide culture of reading	Principal	Aug-May	800		800		
1a30	4300	AR Reading prizes	Teachers	Aug-Apr	300	300			
1a31	1107	Teacher time for NGSS lesson studies (20 x 3 hours x \$35)	Principal	Sept Nov	0				
1a32	1105	Three teachers on district NGSS lesson study team to do lessor. studies with staff (20 teachers x 1 day x \$180)	Teachers	Aug-Mar	3,600		3,600		
1a33	4300	Purchase science supplies to assist in implementation of NGSS	Principal	Sep	300		300		
la34	4300	Real life classroom periodicals - non-fiction exposure	Principal	Aug-May	2,700			2,700	
la35	4200	Increase library with fiction and non-fiction books	Librarian	Aug-May	4,000		4,000		
1a36	4200	Increase classroom libraries	Teachers	Oct-May	2,000		2,000		
1a37	4200	Principal to encourage reading with Birthday Book give aways and discussions	Principal	Aug-May	1,000		1,000		
1a38	4300	Improve library environment to encourage a love of reading	Librarian	Aug-May	500		500		
1a39	5800	Conferences	Principal	Sep - Apr	4,000		4,000		
1a40	4200	Increase libraries with fiction and non-fiction books	Librarian	Aug-May	3,000		1		3,000
1a41	5800	Dr. Many PLC Buy Back Day	Principal	Mar	6,700		6,700		
Ref.	Obj. Code	Action Plan Tasks	Person Responsible	Timeline	Total	Site	Title I RS 3010	Targeted (SES/EL/FY) RS 0709	Targeted (EL) RS 0710
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b1		TUSD ELD Steering Committee will provide direction to administrators and staff on the implementation of the ELD standards during the transitional years (Evidence: Steering Committee meetings and trainings at school sites)			TUSD				
52		Continue to provide ALAS support classes for long term EL students in grades 6-12 ( Evidence: School rosters of ALAS classes)			TUSD				
53		Continue to provide GLAD training with ongoing coaching support to teachers in order to support intergrated ELD lessons (Evidence: Teacher training sessions and coaching schedules)			TUSD				
4		Continue to provide a TUSD CELDT Testing Team to facilitate CELDT Testing for all school sites in the fall (Evidence: PAO's to hire additional personnel for this purpose)			TUSD				
5	2100	Salaries - ELL Paraprofessional and Kinder Paraprofessional	Principal	Aug-May	22,618			10,767	11,852
ω <sup>5b</sup>	2100	Salaries - ELL Paraprofessional and Kinder Paraprofessional 7% raise	Principal	Aug-May	1,745			825	920
6	4300	ELL Materials (Wonders workbooks, etc.)	Principal	Aug-Apr	10,000				10,000
7	5800	EL technology and program	ELL Coord	Aug-May	9,500				9,500
8	1105	CELDT/ELPAC testing and scoring - 5 sub days (5 X \$180)	ELL Coord	Aug-Sep	900				900
9	1107	CELDT/ELPAC testing and scoring - teacher time	ELL Coord	Aug-Sep	200				200
10	1107	ELL morning class for low ELL students (exending the school day) - teacher/ para time	Principal	Sep-May	5,000				5,000
11	5800	EL Conference	Teachers	Nov	7,000				7,000
12	1105	Conference (2 teachers x 4 days x \$180)	ELL Coord	Nov	1,440				1,440
12	1107	ELL after school class for low ELL students (exending the school day) - teacher/ para time	Principal	Oct- May	7,000				7,000
	0	oal 1: Tier 2- Additional Support for At-Risk Stude	nts and Stud	lents Not Ma	king Progre	ss (including	LTEL and At	-risk for LTEL)	
.ef.	Obj. Code	Action Plan Tasks	Person Responsible	Timeline	Total	Site	Title I RS 3010	Targeted (SES/EL/FY) RS 0709	Targeted (EL) RS 0710

	1	Research, develop and implement a pilot of a comprehensive	1		Г				
		8th Grade Bridge to High School for all At-risk pupils at							
1		designated feeder schools (Evidence: Meeting minutes:			FUSD				
		implementation in Summer 2017)							
2	1107	After school intervention - teacher time	Teachers	Sep-Apr	4,000			4,000	
3	4300	Additional classroom support to enrich instruction	Principal	Aug-May	4,000			.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	4,000
4	1107	Extended Day interventions - teacher time	Teachers	Sep-Apr	4,000		4,000		
5	5800	Boys and Girls Club support	Principal	Aug-May	10,000		10,000		
6	4300	Intervention materials and books	Teachers	Oct-Apr	500		500		
:7	2100	Reading Paraprofessional	Principal	Aug-May	16,000	_	16,000		_
8	1105	SST meetings - subs ( 5 days X 2 teachers X \$180)	Principal	Sep-Apr	1,800		1,800		
9	4300	AVID supplies	Teachers	Sep-Apr	1,000				1,000
10	1107	After School liaison	Teachers	Aug-May	5,500		5,500		· · · · · · · · · · · · · · · · · · ·
					0				
- 6			10	_	Tetal	0:4-	1	Trucked	Terreted
.ef.	Obj. Code	Action Plan Tasks	Person Responsible	Timeline	Total	Site	Title I	Targeted (SES/EL/FY)	Targeted (EL)
			Responsible				RS 3010	(SES/EL/FT) RS 0709	(EL) RS 0710
								K3 0707	K5 0710
	1		1	1 1	0				
11									
di 		TOTALS			199.889	2.300	115.886	18.792	62.912
34		TOTALS	<u> </u>		199,889	2,300	115,886	18,792	62,912
34	2 – Prov	TOTALS	S		199,889	2,300	115,886	18,792	62,912
34	2 – Prov			ruction and			115,886	18,792	62,912
34	2 – Prov Obj. Code	vide a safe and equitable learning environment		ruction and			115,886 Title I RS 3010	Targeted (SES/EL/FY)	Targeted (EL)
<del>له ا</del> 4 Goal #	Obj.	vide a safe and equitable learning environment <u>Goal 2: Tier</u>	1- Core Inst		Differentiatio	<u>on</u>	Title I	Targeted	Targeted
Goal #	Obj. Code	vide a safe and equitable learning environment Goal 2: Tier Action Plan Tasks Grade level, classroom and individual incentives and awards	1- Core Inst Person Responsible AP AP and	Timeline	Differentiatio Total	<u>on</u>	Title I RS 3010	Targeted (SES/EL/FY)	Targeted (EL)
<b>6</b> <b>6</b> <b>6</b> <b>6</b>	Obj. Code	vide a safe and equitable learning environment <u>Goal 2: Tier</u> <u>Action Plan Tasks</u> Grade level, classroom and individual incentives and awards for attendance	1- Core Inst Person Responsible AP	<b>Timeline</b> Aug-May	Differentiatio Total 2,000	<u>on</u>	Title I RS 3010	Targeted (SES/EL/FY)	Targeted (EL)
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<b>oal</b> # <b>oal</b> # ef. 1 2 3 4	Obj. Code	wide a safe and equitable learning environment         Goal 2: Tier         Action Plan Tasks         Grade level, classroom and individual incentives and awards for attendance         Run SARB every month, meet with parents         Run tardy letters every month, call parents of students with extreme tardies	1- Core Instr Person Responsible AP AP and Principal PL	Timeline Aug-May Aug-May Aug-May Aug-May	Differentiation Total 2,000 0 0	<u>on</u>	Title I RS 3010	Targeted (SES/EL/FY)	Targeted (EL)
<b>coal</b> # <b>coal</b> # ef.	Obj. Code 4300	wide a safe and equitable learning environment         Goal 2: Tier         Action Plan Tasks         Grade level, classroom and individual incentives and awards for attendance         Run SARB every month, meet with parents         Run tardy letters every month, call parents of students with extreme tardies         Report attendance data in newsletter, office boards, at SSC, ELAC and to PTC, students and staff	1- Core Inst Person Responsible AP AP and Principal PL Principal	Timeline Aug-May Aug-May Aug-May	<b>Differentiatio</b> <b>Total</b> 2,000 0 0 0	<u>on</u>	Title I RS 3010 2,000	Targeted (SES/EL/FY)	Targeted (EL)

2a8		Purchase and distibute needed health items - lice combs, thermometers, etc.(Hospital grant)	Principal	Aug-May	0				
a9	4300	Student recognition (PAWS, honor roll, attendance, etc.)	Principal	Aug-May	3,000		3,000		
a10	4300	DARE and Red Ribbon Week	Teachers	Oct	500	500			
	1000				0				
	<u></u>	Goal 2: Tier 2- Additional Support for At-Risk Studer	its and Stud	ents Not Ma	king Progre	ss (including	LTEL and At	-risk for LTEL)	
Ref.	Obj. Code	Action Plan Tasks	Person Responsible	Timeline	Total	Site	Title I RS 3010	Targeted (SES/EL/FY) RS 0709	Targeted (EL) RS 0710
261		Contrue to provide support from Office of Prevention Services for Homeless and Foster Youth to match community resources with individuals' needs (Evidence: Log of referrals to specific agencies and services by school site)			TUSD				
262		school site (Evidence: ongoing log of students who received counseling services; Monthly roster of Homeless and Foster Youth by site )			TUSD				
2b.3		VCC groups			0				
		Goa	l 2: Tier 3-	Intensive Su	pport				
မ Ref <mark>.</mark>	Obj. Code	Action Plan Tasks	Person Responsible	Timeline	Total	Site	Title I RS 3010	Targeted (SES/EL/FY) RS 0709	Targeted (EL) RS 0710
201				<u> </u>	0				
201		VCC individual counseling	1		0				
		VCC individual counseling							
		VCC individual counseling TOTALS			6,550	700	5,850	0	0
	43 - Par		olvement an	d provide pa	6,550		5,850	0	0
		TOTALS ent Involvement: Strategies to encourage parent invo Action Plan Tasks	olvement an Person Responsible	d provide pa Timeline	6,550		5,850 Title I RS 3010	0 Targeted (SES/EL/FY) RS 0709	0 Targeted (EL) RS 0710
Goal # Ref.	Obj.	TOTALS ent Involvement: Strategies to encourage parent invo	Person Responsible		6,550 arent educat	ion.	Title I	Targeted (SES/EL/FY)	Targeted (EL)
Goal # Ref. al	Obj.	Action Plan Tasks           Iffire and train 9-10 Parent Liaisons to increase dialogue           between the school and home and develop a partnership to           support students in attaining their full potential (Evidence:           Increase student attendance rates: increased parent participation	Person Responsible		6,550 arent educat Total	ion.	Title I	Targeted (SES/EL/FY)	Targeted (EL)
Goal # Ref. al	Obj. Code	Action Plan Tasks           Iffire and train 9-10 Parent Liaisons to increase dialogue           between the school and home and develop a partnership to           support students in attaining their full potential (Evidence:           Increase student attendance rates: increased parent participation           at meetings and school events)	Person Responsible	Timeline	6,550 arent educat Total	ion.	Title I RS 3010	Targeted (SES/EL/FY)	Targeted (EL)
<b>Goal</b> # Ref. a1 a2 a3	Obj. Code 1107	TOTALS ent Involvement: Strategies to encourage parent invo Action Plan Tasks Hire and train 9-10 Parent Liaisons to increase dialogue between the school and home and develop a partnership to support students in attaining their full potential (Evidence: Increase student attendance rates: increased parent participation at meetings and school events) Fred Jones Parent Program - teacher time	Person Responsible Teachers	Timeline Nov-Feb	6,550 arent educat Total IUSD 500	ion.	Title I RS 3010	Targeted (SES/EL/FY)	Targeted (EL)
Goal #	Obj. Code 1107 1107	Action Plan Tasks           Hire and train 9-10 Parent Liaisons to increase dialogue           between the school and home and develop a partnership to           support students in attaining their full potential (Evidence:           Increase student attendance rates: increased parent participation           at meetings and school events)           Fred Jones Parent Program - teacher time           Fred Jones Parent Program - childcare	Person Responsible Teachers Teachers	Timeline Nov-Feb Nov-Feb	6,550 Trent educati Total	ion.	Title I RS 3010 500 200	Targeted (SES/EL/FY)	Targeted (EL)

		Communicate with parents in Wildcat Newsletter, website and							
3a7	4300	facebook. Advertise school events and information on the	Principal	Aug-May	1,000				1,000
	_	school marque and professionally printed color flyers							
3a8	4300	Parent Appreciation tea	Teachers	May	100				
3a9	4300	School calendar for staff and parents	Principal	Aug	300				300
3a10	4300	Wildcat postcards	Teachers	Aug-May	200		200		
3a11	4300	Home and Parent connect sent home monthly	Secretary	Aug-May	100			100	
3a.12	1107	Parent education and workshops - teacher time	Teachers	Nov-Feb	300		300		
3a13	1107	Parent education and workshops - food	Principal	Aug-May	500		500		
3a14	1107	Parent education and workshops - childcare	Principal	Nov	200		200		
3a15	4200	Literacy program	Principal	Sep-Mar	2,500		500		2,000
		TOTALS			7,000	0	2,600	100	4,200
<u>Goal #</u>	4 – T <u>ec</u>	hnology: Use Technology as a tool to improve instru	ction, mana	ngement of c	lassrooms an	d efficiency in	n operations.		
Ref.	Obj. Code	Action Plan Tasks	Person Responsible	Timeline	Total	Site	Title I RS 3010	Targeted (SES/EL/FY) RS 0709	Targeted (EL) RS 0710
<sup>4a1</sup> ω		Purchase replacement and new technology to support teaching and learning through the implementation of CA State Standards per the district technology plan for 2016-19 (Evidence: purchase orders for technology: meet Tech Plan Year I			TUSD				

Ref.	Obj. Code	Action Plan Tasks	Person Responsible	Timeline	Total	Site	Title I RS 3010	Targeted (SES/EL/FY) RS 0709	Targeted (EL) RS 0710
<sup>4a1</sup> دی ص		Purchase replacement and new technology to support teaching and learning through the implementation of CA State Standards per the district technology plan for 2016-19 (Evidence: purchase orders for technology; meet Tech Plan Year 1 expectations)			TUSD				
4a2	1107	Technology training - teacher time	Teacher	Aug-May	300		300		
4a3	1105	Staff technology support - sub day ( 1 day X \$160)	Teacher	Aug-May	160		160		
4a4	4300	Replacement of LCD light bulbs, remotes, speakers, etc.	Principal	Aug-May	890		890		
4a5	4300	Classroom use technology	Principal	Aug-May	4,300		4,300		
4a6	5800	Renaissance Learning program	Principal	Aug-May	5,040		5,040		
4a7	5800	Tech programs for student use	Principal	Aug-May	2,000		2,000		
4a8	5800	Keyboarding program for 1-5 grades	Principal	Aug-May	1,300		1,300		
4a9	4300	Headphones and supplies to implement iRead kindergarten through second grade 30 minutes every day	Principal	Nov-Apr	600		600		
					0				
		TOTALS			14,590	0	14,590	0	0
Genera	l Schoo	l Support							
Ref.	Obj. Code	Action Plan Tasks	Person Responsible	Timeline	Total	Site	Title I RS 3010	Targeted (SES/EL/FY) RS 0709	Targeted (EL) RS 0710
5a1	2406	Inputting student information - clerical time	Att. Sec.	Aug-May	300				300

		TOTALS			7,300	2,000	5,000	0	300
		*			\$2520				
a5	5800	Instructional Copies		Aug-May	TUSD				
	5700	roomge					.,		
a4	5900	Postage	Principal	Aug-May	1,000		1,000		
a3	5800	Service contracts on copiers	Teachers	Aug-May	2,000	2,000			
a2		Copy charges Fed/Ex	Teachers	Aug-May	4,000		4,000		

Direct Services to Site

8-19-8 - Mar 24

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Ref.	Obj. Code	Action Plan Tasks	Person Responsible	Timeline	Total	Alt. Ed. Office Use Only <i>(site's do not input information in this column)</i>
ω	5800	UC Davis PLC Academy registration			2100	
		UCD conference costs (travel, food, parking, hotel)			5850	
		Sub time (2 teachers X 6 days X \$180)			2160	
		TOTALS	5		10110	

and a general



# EDUCATIONAL SERVICES MEMORANDUM

TO: FROM:	Dr. Brian R. Stephens, Superintendent Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE:	December 12, 2018
SUBJECT:	Approve Agreement for Special Contract Services with Karen McCrary, MFTI, to Provide an Additional Day of Mental Health Services to Jacobson Elementary for the 2018-2019 school year

**BACKGROUND:** Jacobson Elementary would like to add an additional day of mental health services during the 2018-19 school year, using site Title I funds. Tracy Unified School District already provides one day of mental health services to Jacobson Elementary, using LCAP dollars. Jacobson would like to provide additional mental health support, in order to ensure that its students' emotional needs are met. TUSD provides mental health services to students whose emotional state is posing as a barrier to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary and needed for students with a clinical diagnosis for a mental health disorder, for students undergoing a crisis and/or for those who have unresolved emotional issues affecting their ability to learn.

**RATIONALE:** Social and Emotional interventions are a part of the multi-tiered system of support that the district uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. The district has benefitted greatly from having Behavioral Health Clinicians on its school sites, and relies on this service to aid in supporting its students who struggle with mental health issues during the school year. TUSD will contract with Karen McCrary, MFTI, to provide targeted and intensive behavioral health interventions at Jacobson Elementary school using site title I funding. This effort supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or 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 for an additional day of mental health services will not exceed \$5760.00. This funding will be paid for with school site title 1 funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Karen McCrary, MFTI, to Provide an Additional Day of Mental Health Services to Jacobson Elementary for the 2018-2019 school year.

**Prepared by:** Mary Petty, Principal of Jacobson Elementary and Molly Long, Coordinator of Prevention Services.

## TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Karen McCary, MFTI, 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:

 Contractor shall perform the following duties: Provide an additional day of mental health services to Jacobson Elementary. One day of mental health services is 6 hours per day, at a rate of \$60/hr.

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

- Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 96 ( ) [√] HOURS | | DAYS, under the terms of this agreement at the following location Jacobson Elementary .
- 3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay 60.00 per  $[\checkmark]$  HOUR | | DAY | | FLAT RATE, not to exceed a total of 5.760.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District | ] SHALL | ✓ | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$<u>0</u> for the term of this agreement.
  - c. District shall make payment on a  $|\checkmark|$  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 January 9, 2018 \_\_\_\_\_, and shall terminate on June 30, 2019 \_\_\_\_\_.

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.

Rev. 10.28.15

- 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, <u>Molly Long, LCSW</u>, at ( )<u>209-830-3218</u> 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 subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [✓] WILL | | WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

- 10, Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neithor 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 dutics 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. Propriotary 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 omployed 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: VIELELI BOLIGEND, PSYD	
WETIFRAIDER	
Contractor Signature	Tracy Unlited School District
IRS Identification Number	3/13/2018
ZISO Grant line Rol #218	Account Number to be Charged
Address Tracy CA 95377	DepartmenUSite Approval
()	Budget Approval
Kov. 10.28.16	Date Approved by the Board
(104, 10.KD. (D	



# EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
 FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
 DATE: December 7, 2018
 SUBJECT: Approve Overnight Travel for Two Administrators and One Teacher to Attend the Summit on Professional Learning Communities (PLC) at Work in Phoenix, Arizona February 19-20, 2019

**BACKGROUND:** This unique event brings the PLC at Work champions, dynamic keynote speakers, together with some of the brightest, most respected minds in education; specifically designed to help infuse the PLC at Work process into every aspect of West High school. There will be time for questions in the breakout sessions and time for teams to reflect and seek advice from the presenters. The West High team will gain specific, practical and inspiring strategies for transforming our school to a place where all students learn at high levels.

**RATIONALE:** District and Site Early Release Monday (ERM) has been designated for PLC time for all teachers. The PLC process is recognized as the most powerful strategy for sustained, substantive school improvement. This training will provide our team the knowledge and tools to continue to improve this powerful process at West High and develop the leadership skills of our staff allowing them the ability to train other site staff. This aligns with District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING**: Lodging, transportation, registration, rental car and food costs will total approximately \$3,000 - \$3,500. These costs will be paid from District Title One carry over funds.

**RECOMMENDATION:** Approve Overnight Travel for Two Administrators and One Teacher to Attend the Summit on Professional Learning Communities (PLC) at Work in Phoenix, Arizona February 19-20, 2019.

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



# EDUCATIONAL SERVICES MEMORANDUM

TO:	Dr. Brian R. Stephens, Superintendent
FROM:	Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE:	December 5, 2018
SUBJECT:	Approve Agreement for Special Contract Services with Solution Tree, Inc. to
	Provide Professional Development for Teachers at Central Elementary
	School during the March 1, 2019 Staff Development Buy-back Day

**BACKGROUND:** Central School has been concentrating efforts to improve the effectiveness of their Professional Learning Communities (PLC). The Principal attended the PLC UC Davis Network presented by Dr. Tom Many just about every month during the 2017-2018 school year. This school year the Assistant Principal and two teachers are attending with her as Dr. Tom Many's information expands and builds upon itself each year. On the March 1, 2019 Staff Development Buy-back Day, Solution Tree Inc. with Dr. Tom Many will deliver a full day of on-site professional development for Central teachers.

**RATIONALE:** Effective PLCs are necessary to increase teacher collaboration with common formative assessments to help students succeed. Dr. Tom Many is at the forefront of PLC implementation and protocol having developed PLCs with Rick DuFour. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING**: The district shall pay \$6,700 for a full day of professional development. The cost of the training will be paid out of site Title I Funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Solution Tree, Inc. to Provide Professional Development for Teachers at Central Elementary School during the March 1, 2019 Staff Development Buy-back Day.

Prepared by: Nancy Morgan Link, Principal, Central 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 <u>Solution Tree, Inc.</u>, 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 full day PLC Professional Development Dr. Tom Many on Professional Learning Communities.

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.

- Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of <u>1 day</u>
   ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location <u>Central School</u>.
- 3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$<u>6,700</u> per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$<u>6,700</u>. 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 \$<u>0</u>\_\_\_\_ 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 February 1, 2019 \_\_\_\_\_, and shall terminate on June 30, 2019 \_\_\_\_\_.

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, <u>Nancy Morgan Link</u>, at (209) 830-3303 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 subcontractors or subcontractors.
  - 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	Title	Tracy Unified School District
IRS Identification Number	<u> </u>	Date
Title		Account Number to be Charged
Address		Department/Site Approval
		Budget Approval
Rev. 06.23.16		Date Approved by the Board



## Solution Tree, Inc. Purchase Agreement

Effective November 21, 2018, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Tracy Unified School District - Central Elementary ("Customer") located at 1875 W Lowell Ave Tracy, CA US 95377 agree as follows:

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

Products and Services	Total
Onsite Professional Development	\$6,700.00
Total	\$6,700.00

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

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$1,340.00	Upon execution of Agreement
Onsite Professional Development	\$5,360.00	March 1, 2019

## 3. Onsite Professional Development

- **3.1. Description of Services:** Solution Tree agrees to provide a speaker, Tom Many ("Associate"), to disseminate information for Customer on the topic of *PLC at Work*® on March 1, 2019.
- **3.2. Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- **3.3. Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

## 4. General Terms

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



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

- **4.2. Force Majeure:** If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.
- **4.3. Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.
  - a. Onsite Professional Development: If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Onsite Professional Development Services.
- **4.4.** Entire Agreement: This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

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

Nancy Link
Principal
Tracy Unified School District - Central Elementary

Ali Cummins

Date

Date

Associate Director of Professional Development Solution Tree, Inc.

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



## CONTACT INFORMATION

Please provide the following information.

Who will be the c	emizat person for the work?	
Contact:		
Title		
Phone:		
Email		
Fax:		
Who will receive	and pay the invoices?	
Contact:		
Title		
Phone:		
Email:		
Fax:		
ร้างนักพอลักเซเ ได้แก่จะเกละ	uiion (regulard for resource delivery)	
Shipping Contact:		
Shipping Address		
City, State, Zip:		
Phone		·
Delivery Date:		
Delivery Times:		
Benvery Times.	Do you have a Delivery Dock?	
Choose one:	Do you have double doors (for pallet)?	
	Do you require inside delivery?	



# EDUCATIONAL SERVICES MEMORANDUM

TO: FROM:	Dr. Brian R. Stephens, Superintendent Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE:	December 6, 2018
SUBJECT:	Approve Agreement for Special Contract Services with San Joaquin County
	Office of Education for the Artist-in-Residence Program for Students at
	Wanda Hirsch Elementary School

**BACKGROUND:** The Artist-in-Residence Program is provided by the San Joaquin County Office of Education. The program will provide an artist who will work with students at Wanda Hirsch Elementary School for a total of 20 classes. Students will learn basic art concepts and carry out various art projects.

**RATIONALE:** The San Joaquin County Office of Education, Artist-in-Residence Program will provide our students with an opportunity to learn and use language in a meaningful context. This instruction will also build on verbal skills and increase students' vocabulary. During their art instruction students will follow explicit directions like listening and using academic vocabulary with added multi-sensory input. The higher level vocabulary words will not only cross over many other curricular areas, but also be specific to the art curriculum. The prized finished art piece becomes a spring board for writing. The art process helps to promote reading skills such as paying attention to details, critical thinking, reasoning and improving visual and special acuity. Art provides a vehicle for students to see the start to finish process and builds their overall confidence while increasing their academic vocabulary. 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**: This contract is to be paid with Mrs. Hirsch's Trust Fund. This contract will not exceed the amount of \$3920.00

**RECOMMENDATION:** Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program for Students at Wanda Hirsch Elementary School.

Prepared by: Mrs. Cindy Sasser, Principal, Wanda Hirsch Elementary School.



SAN JOAQUIN COUNTY OFFICE OF EDUCATION

James A. Mousalimas, County Superintendent of Schools

P.O. Box 213030 Stockton, CA 95213-9030 (209) 468-4800 www.sjcoe.org

## ORIGINAL

MEMORANDUM OF UNDERSTANDING

## (Wanda Hirsh Elementary/Inga Perry, Sonya Huff, Cary Dodge)

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and <u>Wanda Hirsch</u> <u>Elementarv</u> for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and <u>Wanda Hirsch</u> <u>Elementary</u>, mutually agree to the following terms and conditions:

## I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for <u>Wanda Hirsch Elementary</u> to: 1) Provide supplies for artists in residence. 2) Appoint staff liaison to arrange the artist's schedule and provide information regarding school site. 3) Give 72-hour notice to SJCOE for cancelled classes due to planned school activities. Failure to give notice may result in the artist being unable to re-schedule classes. 4) Require that the teachers remain in the classroom during the AIS class and be responsible for needed class control and discipline. 5) Expedite timely payment to SJCOE. Artists-in-Residence, <u>Inga Perry, Sonya Huff and</u> <u>Cary Dodge</u> who are temporary employees of SJCOE, will provide instruction per the following Terms of Agreement.

### II. TERM OF AGREEMENT

Services by SJCOE will begin on: <u>Group A: January 10, 2019 and the following dates on attached quote.</u> <u>Group B: February 1, 2019 and the following dates on attached quote.</u> <u>Group C: February 6, 2019 and the following dates on attached quote.</u> <u>Group D: March 6, 2019 and the following dates on attached quote.</u>

Number of classes: (20) Classrooms

Staff Contact at site: Cindy Sasser 209-830-3312 x 7453 csasser@tusd.net

Artists Contact Info: Inga Perry: Home: 209-825-7212 Cell:209-740-8965 ingaperry@hotmail.com Sonya Huff: Cell: 209-484-4465 sonya.marykay@yahoo.com Cary Dodge: Cell: 209-814-6667 carydodge@yahoo.com

This employment is temporary in nature and may be terminated by the San Joaquin County Office of Education at any time.

### III. COMPENSATION

In consideration of the services provided, Wanda Hirsch Elementary will pay SJCOE the sum of \$3,920.00

Payment to SJCOE for these services will be made upon written request. The school agrees that it will not employ the aforementioned Artists-in-Residence for a period of one year after this assignment expires.

If yes, are they paid through a payroll system that reports to both CaISTRS and CaIPERS? - - Yes - - N/A

### IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

SJCOE shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of SJCOE. Proprietary materials will be exempted from this clause.

### V. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and attachment hereto of an addendum mutually executed setting forth the extended term.

ale

Wanda Hirsch Elementary School 1280 Dove Drive Tracy, CA 95376

12/11/18 Date

SANDRA WENDELL, COORDINATOR ARTISTS-IN-SCHOOLS Date

CONTRACTING OFFICER Date SAN JOAQUIN COUNTY OFFICE OF EDUCATION

FDUCATE • INNOVATE • INSPIRE

51

news reservery to -

209-468-4973 <u>Swendell@sjcoe.net</u> Please reply to this emailed quote with your approval of dates and we will issue your MOU.

## Wanda Hirsch Quote School Year 2018-2019

## Number of Residency weeks:

8 weeks	7 weeks	4 weeks	Other
	Residency Detai	ls:	
Starting Month	Artist(s)	Number of	Residency Fee
		classrooms	
August	🗆 Mario	D 3	
September	🗆 Patti K.	D 4	$c_{2020}$
🗆 October	Inga 5 classes	<b>5</b>	\$3920.00
November	🗆 David	□ <b>6</b>	
D December	Sonya 5 classes	D 7	Your invoice will be
🗆 January	🗆 Kelsey	□ 8	sent at the start of the
February	🗆 Millie	D 9	residency.
March	Cary 5 & 5 classes	□ 20	
🗆 April			
🗅 May	🗆 Patti J.		
🗆 June	Shelby		

Notes:	
Order supplies from the	Inga Perry
provided list on our website.	Home: 209-825-7212 Celi: 209-740-8965
Please schedule sessions for	ingaperry@hotmail.com
45-60 minutes. Have the	Sign and return MOU.
artist schedule waiting in the office on day one.	Keep the copy for your records.
Contact Artists directly at:	
Cary Dodge	Click the link below for complete program
Cell: 209-814-6667 carydodge@yahoo.com	details:
	Sicoe Ais website
Sonya Huff	
Cell: 209-484-4465 sonya.marykay@yahoo.com	

Sessi	ion Dates:
Divide cla	sses into 4 groups of 5 (A-D)
	5 classes Cary (all grades) 0.17.24.31
	5 classes Sonya (younger Grades) 1.15.22 March 8
	5 classes Cary (all grades) 5.13.20.27
Group D March 6.1	5 classes Inga (older grades) 3.20.27

## TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and <u>San Joaquin County Office of Education</u>, 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: <u>The Artist-in-Residence Program is provided by the</u> <u>San Joaquin County Office of Education</u>. The program will provide an artist who will work with students at Hirsch School for a total of 20 classes. Students will learn basic art concepts and carry out various art projects.

Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of <u>four Weekly Sessions per class</u> ( ) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location Jacobson 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 \$ 3,920.00 for the four weekly sessions for 20 classrooms per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$3,920.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL; [ X ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$\_\_\_\_\_\_ 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 <u>January 10, 2019</u>, and shall terminate on <u>May 10, 2019</u>.
- 5. This agreement may be terminated at any time during the term by either party upon <u>30</u> day's written notice.
- 6. Contractor shall contact the District's designee, <u>Cindy Sasser at (209) 830-3312</u> with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
- 7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Agreement for Special Contract Services - Page 2

Contractor agrees to hold harmless and to indemnify District for:

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

- 8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor.
- 9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer.
- 10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

## AGREED:

Consultant Signature (1)	Tracy Unified School District	
Social Security Number (2)	Date	
Date	Title	
Title	Account Number to be Charged	
Address	Department/Site Approval	
	Budget Approval	
	Date Approved by the Board	

Send all copies to the Business Office:

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



# EDUCATIONAL SERVICES MEMORANDUM

TO: FROM:	Dr. Brian Stephens, Superintendent Dr. Sheile Herrigen, Aggesiete Superintendent for Educational Services	
FROM:	Dr. Sheila Harrison, Associate Superintendent for Educational Services	
DATE:	December 17, 2018	
SUBJECT:	Approve Overnight Travel for Kimball High School (KHS) Model	
	United Nations (MUN) Club Members and Advisors to Participate in	
	the Santa Clara Valley Model United Nations Conference (SCVMUN)	
	in Santa Clara, California January 25-26, 2019	

**BACKGROUND:** The Kimball High School (KHS) Model United Nations (MUN) club members will attend the Santa Clara Valley Model United Nations Conference (SCVMUN) January 25-26, 2019. The KHS MUN club will attend informational workshops, compete in academic and skill oriented activities, submit members for special recognition, and become a part of the larger state MUN community. The club will be staying at the Wyndham Garden San Jose Airport 1355 North 4th Street, San Jose, California. Transportation will be provided by District van and/or private vehicle. Sixteen students will be participating, with supervision provided by Anthony Irizarry (Advisor), Katarina Galvan (Social Studies), a KHS teacher/administrator and the Santa Clara Model United Nations Conference staff. The event will be held during a weekend; therefore, student academic accommodations will not be necessary.

**RATIONALE:** The KHS MUN team has participated in activities to learn subject matter pertaining to public speaking, current events, foreign relations, geography and includes in depth study of service learning topics like medical and hunger relief efforts worldwide. KHS students will represent Tracy in competitions and participate in leadership activities and student government in the state organization. This agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** The cost per person is estimated to be \$60.00 for the entire stay. The cost for each member includes \$40.00 for registration and housing for the two nights in the hotel (\$20.00 per night per room). Transportation costs are estimated to be at \$100.00. The costs of the event will be covered by fundraising, site funds, and personal funding for the participants electing to participate in this competition. The estimated total cost that will not exceed \$3,000.00.

**RECOMMENDATION:** Approve Overnight Travel for Kimball High School (KHS) Model United Nations (MUN) Club Members and Advisors to Participate in the Santa Clara Valley Model United Nations Conference (SCVMUN) in Santa Clara, California January 25-26, 2019

Prepared by: Mr. Ben Keller, Principal, Kimball High School





TO:	Dr. Brian Stephens, Superintendent
FROM:	Tammy Jalique, Associate Superintendent for Human Resources
DATE:	December 18, 2018
SUBJECT:	Accept Resignations/Retirements/Leave of Absence for Classified,
	Certificated, and/or Management Employment

<b>BACKGROUND:</b>	<b>CLASSIFIED RESIGNATION</b>		
NAME/TITLE	<u>SITE</u>	<u>EFFECTIVE</u> <u>DATE</u>	REASON
Carrera, Victoria Para Educator I	North	12/20/18	Accepted Bilingual Para position at WHS
De La Torre, Irma Bus Driver/Cust./Grounds	MOT/Poet	12/29/18	Personal
Gonzalez-Romero, Maria Food Service Worker	Art Freiler	12/13/18	Personal
BACKGROUND:	<b>CLASSIFIED RETIREMENT</b>		
NAME/TITLE	<u>SITE</u>	EFFECTIVE DATE	
Dooley, Rosemary H.S. Attendance Secretary	THS	12/31/18	
BACKGROUND: MANAGEMENT/CLASSIFIED CONFIDENTIAL RETIREMENT			
NAME/TITLE	<u>SITE</u>	EFFECTIVE DATE	
Carter, Bonny Director of Facilities and Planning	DEC/ Facilities	7/1/19	

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

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



# HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: December 18, 2018
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:	CERTIFICATED
Davila, Maylin	RSP (New) Williams Middle School Class I, Step 1 "A", \$28,958.82 Funding: Restricted Funds
Sanfilippo, Tyler	Physical Education (Replacement) Williams Middle School Class I, Step 1 "A", \$28,155.05 Funding: General Fund
BACKGROUND:	CLASSIFIED
Carrera, Victoria	Bilingual Para Educator I (New) West High School Range 24, Step C - \$15.73 per hour 8 hours per day Funding: IASA Title I
Kaur, Gursimran	I.E.P. Para Educator I (Replacement) West High School Range 24, Step C - \$15.73 per hour 6.5 hours per day Funding: Special Ed IDEA
Kaur, Satinder	Preschool Instructor (Replacement) North Preschool Range 30, Step B - \$17.26 per hour 7.5 hours per day Funding: Child Care & Dev Gain – 50% & Local #5 – 50%

Munoz-De Floriano, Lilia

School Supervision Assistant (Replacement) Central Elementary School Range 21, Step A - \$13.39 per hour 2 hours per day Funding: General Fund

## BACKGROUND:

Heinen, Casey

Assistant Varsity Swim Kimball High School Stipend: \$3,907.11

**COACHES** 

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

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



TO:	Dr. Brian Stephens, Superintendent
FROM:	Dr. Casey Goodall, Associate Superintendent for Business Services
DATE:	December 19, 2018
SUBJECT:	Accept the Fiscal Year 2017-18 Annual Financial Audit

**BACKGROUND**: Education code 41020.3 requires that the governing body of each local education agency contract for auditing services and review, at a public meeting, the annual audit of the local education agency for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or management letter issue. This review shall be placed on the agenda of the meeting pursuant to Section 35145, which requires that the meeting be open to the public, that minutes be taken, and that an agenda be posted within the limitations of other regular board meetings.

**RATIONALE**: The audit for the 2017-18 fiscal year is complete and will be presented to the governing board for approval. The audit document represents the results of work completed in accordance with GASB Statement Number 34. The financial report states that in the auditor's independent opinion, the district's records represent fairly, in all material respects, the financial position of the Tracy Unified School District at June 30, 2018.

The audit confirms that the results of our operations and the cash flow of the district's funds for the year are in conformity with accounting principles generally accepted in the United States of America.

FUNDING: This report generates no cost.

**RECOMMENDATION:** Accept the Fiscal Year 2017-18 Annual Financial Audit.

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



# IUMAN RESOURCES MEMORANDUM

SUBJECT:	Approve Revised Job Description for Teacher Librarian
DATE:	January 8, 2019
FROM:	Tammy Jalique, Associate Superintendent of Human Resources
TO:	Dr. Brian R. Stephens, Superintendent

**BACKGROUND:** The District continues the process of updating job descriptions to ensure that they accurately reflect current essential functions of the position, district requirements and any Federal or California Department of Education requirements. In addition, the Human Resources Department has established as one of its priorities, to review and revise outdated job descriptions.

**RATIONALE:** The existing job description for a teacher librarian is outdated and does not adequately address the role a teacher librarian serves as an instructional leader and information specialist. The revised job description, which was negotiated with Tracy Educators Association, now accurately reflects the essential functions, education and experience, skills and qualifications, physical requirements and work environment for the position of Teacher Librarian

This agenda item meets District Strategic Goal 2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: No additional funding required.

**RECOMMENDATION:** Approve Revised Job Description for Teacher Librarian

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources

## TENTATIVE AGREEMENT

## JOB DESCRIPTION TEACHER LIBRARIAN

## December 12, 2018

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to the following job description:

## TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

**POSITION TITLE:** Teacher Librarian

## **DEPARTMENT/DIVISION:** Educational Services

## **POSITION SUMMARY:**

Under the general supervision of the Director of Instructional Media Services and the site principal, the Teacher Librarian serves as an instructional leader, an information specialist, and the program manager of District's libraries to ensure that all students are fully engaged as 21<sup>st</sup> century learners through K-12 library services. The Teacher Librarian establishes a resource-rich learning program in which students are actively involved in their own learning. The Teacher Librarian and classroom teachers collaboratively plan, teach, and assess subject-area content and information literacy skills including a developmentally appropriate research process.

## **ESSENTIAL FUNCTIONS:**

- 1. Develop, implement and oversee a strong library/media program and collection of resources which supports the educational philosophy and goals of the school district
- 2. Provide library services to students, staff, and community including instruction, reference and technology skills, reading motivation, circulation, and organization of library materials
- 3. Create, implement, and assess plans and procedures for library/media center operations, which include, but are not limited to, budgeting, selection, acquisition, cataloging and processing, equitable access, student and teacher use, instruction, library services, and facilities planning and use
- 4. Develop, teach and assess information literacy and problem-solving skills that support research and inquiry, that foster independent thinking, and that incorporate resource-based learning and a standards-based information literacy process
- 5. Model and teach digital citizenship including laws and guidelines pertaining to the ethical, legal and fair use of information
- 6. Organize and promote literacy projects and events that engage learners and motivate them to become lifelong readers
- 7. Develop interest centers and displays, including books, media and students' work to motivate students in the use of books and other media with the assistance of students, teachers and other participants (other staff, student workers)
- 8. Provide in-service training and ongoing support to teachers and other staff, student workers, and volunteers on information literacy, information and communication technologies, and literacy under the direction of the Director of Instructional Media Services and in collaboration with the seppol leadership, technology staff, and other

teachers

- 9. Assist in setting standards for positions, interviewing and hiring of library personnel
- 10. Assist in the orientation, training, and supervision of classified library staff
- 11. Promote the use of volunteer helpers in library/media centers including student assistants. Direct, monitor, supervise, and evaluate the work of student assistants and volunteers
- 12. Participate in professional training and staff development
- 13. Continue to maintain a broad knowledge base of media at all appropriate levels
- 14. Participate in site and district-level curriculum development to ensure that the curricula include the full range of literacy skills (information, media, visual, digital, and technological literacy) necessary to meet content standards and develop lifelong learners
- 15. Maintain lines of communication with principals and make every effort to align library services to the particular philosophies and needs of each school and each department
- 16. Assist school sites in the selection of new media and library equipment
- 17. Provide articulation between elementary and secondary library/media programs, the District's Information Technology staff, administrators and other libraries in the area
- 18. Assess and make recommendations on the effectiveness of library services
- 19. Keep schools informed about the latest technology, materials and equipment applicable to the library/media program
- 20. Develop the district library budget and account for its appropriate expenditure in collaboration with the Director of Instructional Media Services
- 21. Prepare reports on library/media services as requested by the Director of Instructional Media Services
- 22. Responsible for textbook accession, processing and management
- 23. Supervise cataloging of all new library/media materials for the district
- 24. Attend school faculty meetings
- 25. Establish and maintain standards of student behavior needed for a productive learning environment
- 26. Maintains regular and prompt attendance in the workplace
- 27. Performs other duties as assigned by the Director of Instructional Media Services

## EDUCATION AND EXPERIENCE:

Ability to carry out oral and written directions; read, write, and speak at a level sufficient to fulfill the duties to be performed. Sufficient education to meet credential requirements. Must hold or be able to obtain valid California Teaching Credential authorizing services as a Teacher Librarian. School library experience and successful classroom teaching experience are preferred.

## SKILLS AND QUALIFICATIONS:

- 1. Knowledge of national, state, and district standards, curriculum, and assessments
- 2. Ability to teach, assess, and model the use of leading-edge information and communication technologies
- 3. Ability to operate a variety of standard office and audio-visual equipment
- 4. Ability to research and implement current educational trends and practices
- 5. Knowledge of a variety of instructional techniques for implementation of the school's curriculum
- 6. Knowledge of correct English usage, spelling and grammar
- 7. Ability to implement classroom management techniques
- 8. Ability to teach and assess a diverse population with a variety of learning modalities

- 9. Ability to develop a resource rich environment for students and staff
- 10. Ability to multitask with frequent interruptions
- 11. Ability to create an environment that encourages independent thinking
- 12. Ability to engage and supervise students in a variety of activities
- 13. Ability to function as a positive, contributing member of an educational team
- 14. Ability to build collaborative and effective relationships with students, staff, parents, and the community

## PHYSICAL REQUIREMENTS:

Employees in this position must be/have the ability to:

- 1. Stand for extended periods.
- 2. See for purposes of reading printed matter and observing students with or without visual aids.
- 3. Enter data into a computer terminal/keyboard and operate standard office equipment.
- 4. Speak so that others may understand at normal levels and on the telephone.
- 5. Hear and understand at normal levels and on the telephone with or without hearing aids.
- 6. Stand, walk, stoop, kneel, crouch, crawl, climb and bend over.
- 7. Reach in all directions and grasp objects.
- 8. Ability to push/pull up to 50 pounds for short distances using appropriate equipment.
- 9. Lift and/or carry up to 30 pounds at waist height for short distances.

## WORK ENVIRONMENT:

Employees in this position will be required to work indoors in a standard library/classroom environment and to work outdoors with students in outdoor activities. Employees working at multi track/year round education sites will need to organize supplies in order to track on and off as per current Master Agreement. Employees will come in direct contact with students, parents and District staff. While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts.

SALARY: Per current TEA Master Agreement

**DAYS OF SERVICE:** Per current TEA Master Agreement. Positions can be full-time, half time, part-time (daily and hourly), Job Share, Multi-Track, year round calendars.

Tentatively agreed to this  $12^{H}$  day of  $Dec_$ , 2018, in Tracy, California.

Tammy Jalique Assoc. Supt for Human Resources

Marco Marchini, TEA Representative



## HUMAN RESOURCES MEMORANDUM

 TO: Dr. Brian Stephens, Superintendent
 FROM: Tammy Jalique, Associate Superintendent for Human Resources
 DATE: December 21, 2018
 SUBJECT: Approve a Variable Term Waiver for Teela Jimerson – Special Education SDC

**BACKGROUND:** Variable term waivers provide additional time to complete the requirements for the credential that authorizes service or to provide employing agencies time to fill the assignment with an individual who either holds an appropriate credential or qualifies under one of the available assignment options.

**RATIONALE:** In reviewing staffing for the 2018-2019 school year, it has been determined that Tracy Unified School District has a need for a Variable Term Waiver for a Special Education SDC position.

FUNDING: There is no cost to the District.

**RECOMMENDATION:** Approve a Variable Term Waiver for Teela Jimerson – Special Education SDC

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

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

## DECLARATION

The Governing Board of Tracy Unified School District declares that the District has elected to request a Variable Term Waiver while the individual below works on completing the requirements to obtain an Education Specialist Intern Credential in mild/moderate disabilities. The individual will be provided orientation, guidance and assistance during the valid period of the waiver.

Teela Jimerson: Special Education SDC at Williams Middle School; Grades 6-8

AYES: NOES: ABSTAIN: ABSENT:

Board President

Date:

**ATTEST:** 

Board Vice President

Date: