

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, JANUARY 22, 2019

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

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

AGENDA

- | | | | |
|------------|--|--|----------------|
| 1. | Call to Order | | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, A. Alexander, J. Costa, S. Kaur, B. Pekari, J. Silcox, 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. | | |
| | 3.2 Educational Services: | | |
| | 3.2.1 Finding of Fact – #18-19/#39, #18-19/#40, #18-19/#41, #18-19/#42 | | |
| | 3.2.2 Application for Reinstatement #16-17/#11, #17-18/#12, #17-18/#13, #17-18/#14 | | |
| | Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | | |
| 3.3 | Human Resources: | | |
| | 3.3.1 Terminate Employment of Classified Employee #UCL-314 IEP Para Educator Pursuant to Board Policy and Administrative Regulation 4218 | | |
| | Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | | |
| | 3.3.2 Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 315, Pursuant to Article XXIII | | |
| | Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | | |
| | 3.3.3 Release Probationary Classified Employees #UCL-316 School Supervision Assistant | | |
| | Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | | |
| | 3.3.4 Consider Public Employee/Employment/Discipline/Dismissal/Release | | |
| | Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | | |
| | 3.3.5 Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique, Marie Nakamura | | |

Agency Negotiator: Tammy Jalique, Marie Nakamura
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/#39, #18-19/#40, #18-19/#41, #18-19/#42

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

6b Report Out of Action Taken on Application for Reinstatement #16-17/#11, #17-18/#12, #17-18/#13, #17-18/#14

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

6c Report Out of Action Taken on Terminate Employment of Classified Employee #UCL-314 IEP Para Educator Pursuant to Board Policy and Administrative Regulation 4218

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

6d Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 315, Pursuant to Article XXIII

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

6d Report Out of Action Taken on Consider Release Probationary Classified Employees #UCL-316 School Supervision Assistant

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

7. Approve Regular Minutes of January 8, 2019.

1-5

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

8. Student Representative Reports: Kimball High: Gabriel Coronado; **West High:** Briana Mendez, Alexis Villela; **Tracy High:** Alyssa Barba.

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

9.1 Poet Christian 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:

10.1.1 Receive Report on Governor Newsom’s Proposal for the 2019-20 Fiscal Year State Budget

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10.1.2 Receive Report on Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 75 (Separate Cover Item)

7-9

10.2 Educational Services:

10.2.1 Receive Updated Report on Local Indicators

10

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** Approve Accounts Payable Warrants (December, 2018) **11**
(Separate Cover Item)
- 13.1.2** Accept the Generous Donations From the Various Individuals, **12-13**
Businesses, and School Site Parent Teacher Associations Listed Herein
With Thanks and Appreciation From the Staff and Students of the
Tracy Unified School District
- 13.1.3** Approve Payroll Reports (December, 2018) **14-18**
- 13.1.4** Approve Revolving Cash Fund Report (December, 2018) **19-20**
- 13.1.5** Ratify Routine Agreements, Expenditures and Notice of Completions **21-23**
Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.6** Ratify Measure B Related Expenditures and Notice of Completions **24-25**
Which Meet the Criteria for Placement on the Consent Agenda

13.2 Educational Services:

- 13.2.1** Approve Agreement for Special Contract Services with Nancy Fetzer **26-28**
from Literacy Connections to Provide Balanced Literacy and Writing
Coaching to McKinley Elementary School Teachers during the 2018-
2019 School Year
- 13.2.2** Approve MOA to Establish and Operate an Air Force Junior Reserve **29-42**
Officer Training Corps Unit

13.3 Human Resources:

- 13.3.1** Accept Resignations/Retirements/Leave of Absence for Classified, **43-44**
Certificated, and/or Management Employment
- 13.3.2** Approve Classified, Certificated, and/or Management Employment **45-46**

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

14.1 Administrative & Business Services:

- 14.1.1 Appoint Representatives to the following committees: 47-48
 Budget; CALSSD; City Schools Liaison; District Attendance Area;
 Facilities Advisory; Facility Use Policy Review; Family Life;
 Legislative Action; SJC/SBA; Special Ed. TAPFFA; Tracy Learning
 Center/Ad Hoc Board Member; Charter Schools; Tracy Parks
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
- 14.1.2 Accept the 2017-18 Independent Financial Audit and Performance 49
 Audit for Measure B General Obligation Bond
 (Separate Cover Item)
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __

14.2 Educational Services:

- 14.2.1 Approve Adoption of Instructional Materials for International 50
 Baccalaureate Psychology
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
- 14.2.2 Approve Adoption of Instructional Materials for History-Social 51-52
 Science Instructional Materials Grades 6-12
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
- 14.2.3 Approve Adoption of Instructional Materials for IB Philosophy SL 53
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
- 14.2.4 Approve Data Sharing and Service Partnership Agreement between 54-55
 Tracy Unified School District and The Foundation for California
 Community Colleges on behalf of: The California College Guidance
 Initiative (Separate Cover Item)
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
- 14.2.5 Approve Funding for the United States Department of Education’s 56-57
 Education Innovation and Research Grant, Leadership of STEM: The
 PreK-12 STEM Pathway, for the 2018-2023 School Years
 (Presentation)
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
- 14.2.6 Approve Agreement for Special Contract Services with the 58-75
 International Center for Leadership in Education (ICLE) a Division of
 Houghton Mifflin Harcourt to Provide Professional Development for
 District Administrators, Site Administrators and Teachers in the 2019-
 2020 School Year
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __

14.3 Human Resources:

- 14.3.1 Approve Agreement with The Regents of the University of California 76-85
 for teacher candidates to obtain a Preliminary Multiple or Single-
 Subject Credential
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
- 14.3.2 Approve Student Teaching Agreement with Grand Canyon University 86-88
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __

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

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

17. Board Meeting Calendar:

- 17.1 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 25, 2019 | Staff Buy Back Day, No School |
| 18.2 | February 11, 2019 | Lincoln's Birthday, No School |
| 18.3 | February 18, 2019 | President's Day, No School |
| 18.4 | April 19 – 26, 2019 | Spring Break, No School |

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, January 8, 2019**

- 6:00 PM:** 1-3. President Abercrombie called the meeting to order and adjourned to closed session.
- Roll Call:** 4. 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. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:**
- 6a** Finding of Fact #18-19/#35, #18-19/#36, #18-19/#37, #18-19/#38
Action: Costa, Pekari. **Vote:** Yes-6; No-0. ____
 - 6b** Report Out of Action Taken on Reinstatements – AR#18-19/#6, AR#18-19/#8, AR#18-19/#9, AR#18-19/#10,
Action: **Vote:** Yes-6; No-0.
 - 6c** Report Out of Action Taken on PE Exemption – KHS 10346037, WHS 10345233
Action: **Vote:** Yes-6; No-0.
 - 6d** Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 312, Pursuant to Article XXIII
Action: Denied. **Vote:** Yes-5; No-1(Alexander)
 - 6e** Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 313, Pursuant to Article XXIII
Action: Denied. **Vote:** Yes-5; No-1(Alexander)
- Minutes:** **Approve Regular Minutes of December 11, 2018.**
Action: Alexander, Souza. **Vote:** Yes-6; No-0.
- Employees Present:** T. Quiambao, R. Call, L. Nelson, D. Schneider, K Patchen, J. Stocking, T. Calderon, R. Riddle, J. Nott, R. Pecot, M. Ramirez, D. Haydock, R. Hermann, L. Sanchez, T. Haim, K. Felisberto, S. Hawkins, V. Nyberg, E. Barajas, E. Valadez, K. Patchen, B. Cashmere
- Press:** D. Rizzo
- Visitors Present:** A. Santiago, S. Souza, R. Leighton, D. Davis
- Student Rep Reports:** **Student Representative Reports:**
Tracy High FFA Anthony Santiago and Seraphina Souza are here tonight. On November 15th students received their Greenhand Degree. There were 37

recipients. The Lions Club crab feed was held on December 8th. Members served dinner and earned community service hours. Over 100 members watched The Grinch movie. Several students placed in the Arizona livestock show. Four members met requirements to earn their FFA degree. There will be a ceremony later this month. Seven students will be attending the Made for Excellence conference in Sacramento for Sophomores focusing on student development. The annual FFA Foundation crab feed will be held on February 2nd at the Tracy Community Center. Tickets are on sale. There will be a silent and live auction as well.

West High FFA Renae Leighton and Dalton Davis are here tonight. Their See's Candy and poinsettia sales ended and they raised over \$10,000. On December 3rd they hosted the annual degree night. Students were recognized who received their Greenhand Degree. The special programs night was a great success. They met new and amazing students. The Made for Excellence will take place on February 6th. The California State FFA Conference will be in April and 12 students will be attending. On January 17th they will be hosting a local speaking contest and the top 2 will advance to the sectional contest. Sections will be held in Lodi. On January 12th will be their retreat and students interested in becoming an FFA officer will want to attend. There will be career development events such as floral, livestock, ag sales, poultry, judging, etc. Students will also get to travel to various colleges such as UC Davis and Fresno State.

Recognition & Presentations:

9.1 North School Presentation

Principal, Mayte Ramirez, and Assistant Principal, Virginia Nyberg presented a power point about North School. They are a preschool through 8th grade school with 747 students. They showed various pictures of students and activities. Their focus is on rigor, relevance and relationships. They showed pictures of student classes and their projects. Their Professional Learning Communities are per grade level teams where they develop common formative assessments and look at areas of growth to help students succeed. They provide tutoring for K-5 during the day and after school for 6-8 grade students. Tim Brown from Solution Tree gave a presentation about PLCs along with Jacobson and Villalovoz teachers. Teachers review the data analysis and have seen growth with ELA for the past 3 years. In math, some scores have dropped. They will focus more on Math to support students. They are also working on school community through activities which focus on student engagement, common instructional strategies and higher levels of questioning. They are offering a lot of tutoring for middle school kids. They held their winter concert in December and had a full house. They performed 3 times in the same day and the participation was phenomenal. The Spelling Bee had several students participating this year. Andre Raymundo made it to the county and he is already prepping for next year to be in first place. Students are busy planning leadership activities, recycling projects, and winter craft night. Parents attend Second Cup of Coffee, Parent Café and are learning components for parents to learn strategies to use at home. They have great coaches to work with at various grade levels for NGSS science standards. The DARE program-5th grade students focused on collecting cans. It teaches about respect, caring, learning and making good choices. In December, SJ County Office of Education brought tennis shoes for a 4th grade class. It was a great event. The teacher created a lesson plan that included the metric system and teaching the students about their shoe size and that

way they got their shoe size without the students knowing they were getting new shoes. She thanked everyone.

**Information &
Discussion Items:**

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report on the District-wide Initiative to Support Instruction and Assessment through the Rigor/Relevance Framework
Associate Superintendent of Educational Services, Dr. Sheila Harrison, presented a power point on the work that has been done. The district is in year 2 of the plan. Other presenters included teachers and administration from West High, Bohn Elementary and Professional Learning & Curriculum. They spoke on how they planned lessons through the rigor and relevance framework. Lesson study is a very effective learning practice. They reviewed each quadrant and showed how the rubric relates to how they will teach a lesson in class. By focusing on designing high level questions, they have seen significant growth. As part of our partnership with ICLE, we have collected baseline data by visiting classrooms and capturing that data on rubrics. Principals visit classrooms frequently and use the rubrics to collect data. Monthly workshops on rigor, relevance and engagement are provided. The district provides a leadership academy and new leaders workshop series which was a 3-day series for our new leaders. Going forward, we will have a contract with ICLE for your approval at the January 22nd meeting so that we can continue this work and complete our third year plan to continue a district wide focus with the ultimate outcome to improve instruction.

10.2.2 Receive Report on Proposed History-Social Science Instructional Materials Adoption for 6-12

10.2.3 Receive Report on Proposed International Baccalaureate Psychology Instructional Materials Adoption

10.2.4 Receive Report on Proposed Instructional Materials Adoption for IB Philosophy SL

10.2.2; 10.2.3 and 10.2.4 – Director of Instructional Media Center, Dr. Debra Schneider, reviewed the process for all adoptions. They look at the course needs, evaluate the program and then propose what they like the best. Various teachers commented on the process and how they came to their choice.

Next steps on all adoptions is to have the board approve the materials at the January 22nd meeting. IMC will then submit purchase requisitions and then process materials for teachers to check out in Spring of 2019, for students receive in the Fall of 2019.

**Hearing of
Delegations**

11. None.

- Public Hearing:** 12.1 **Administrative & Business Services:**
- Consent Items:** **Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**
Action: Costa, Alexander. **Vote:** Yes-6; No-0.
- 13.1 **Administrative & Business Services:**
- 13.1.1 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.2 Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District
- 13.1.3 Approve Entertainment, Assembly, Service, Business and Food Vendors
- 13.1.4 Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.2 **Educational Services:**
- 13.2.1 Approve Revised Central Elementary School Plan for the Remainder of the 2018-2019 School Year
- 13.2.2 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
- 13.2.3 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
- 13.2.4 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
- 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 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 **Human Resources:**
- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment
- Action Items:** 14.1 **Administrative & Business Services:**
- 14.1.1 Accept the Fiscal Year 2017-18 Annual Financial Audit (Separate Cover Item)
- Action:** Kaur, Souza. **Vote:** Yes-6; No-0.

14.2 Educational Services: None.

14.3 Human Resources:

14.3.1 Approve Revised Job Description for Teacher Librarian

Action: Costa, Souza. **Vote:** Yes-6; No-0.

14.3.2 Approve a Variable Term Waiver for Teela Jimerson –
Special Education SDC

Action: Souza, Costa. **Vote:** Yes-6; No-0.

Board Reports:

Trustee Souza thanked the students from FFA and staff here tonight. Trustee Kaur thought the presentations were very informative and loved the teachers' passion. Trustee Alexander thanked everyone for coming out. He would like to have information on elementary school security guards and technology that connects with the police. Trustee Costa thanked all of the people for their donations to the district and to Southwest Park and Tracy High this month. Trustee Pekari thanked everyone for their presentations and the collaboration with teachers and administration is awesome. This month is National Mentoring Month that encourages peer-to-peer mentoring and also National Slavery and Human Trafficking Prevention Month. Some of our students will be presenting at the county wide human trafficking summit. They will be representing the county and they are Tracy High School students. He just found out that the conference is sold out and has a waiting list of 500. Trustee Abercrombie thanked all of the presenters. On a personal note he thanked the teachers, students and parents who helped with Brighter Christmas. They served over 550 families and over 1400 children. Next week on January 17th, we will have a special meeting to appoint a member to fill the vacancy. That meeting will start at 6:00 and we have 7 candidates for that position.

Superintendent Report:

Dr. Stephens commented that before break he attended the Kelly School music program. They did a great job! He also attended the Villalovoz Preschool winter celebration that was very cute. They had Santa and some students were afraid but it was a great experience. On January 21st we have the MLK Breakfast at 8:30 a.m. at Tracy High School. There will be an article will be in Tracy Press.

Adjourn: 8:39 pm

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: January 10, 2019
SUBJECT: **Receive Report on Governor Newsom’s Proposal for the 2019-20 Fiscal Year State Budget**

BACKGROUND: The greatest source of funding for the Tracy Unified School District is provided from the State of California. Therefore, the Governor’s January budget proposal each year is a major element in district planning.

Governor Newsom released his budget proposal on January 10th. His proposal includes a 3.46% Cost of Living Adjustment (COLA), a one-time contribution to CalSTRS on behalf of schools to slow cost increases in future years, funding to remove barriers to universal full-day pre-school and kindergarten.

District administrators, members of our budgeting staff, and representatives of TEA are scheduled to attend a seminar on January 15th to obtain more specific information. Information obtained from that seminar will be presented at the scheduled board meeting.

FUNDING: There is no cost associated with this presentation. However, the funding associated with the California State Budget is the largest source of funding for Tracy Unified School District.

RECOMMENDATION: Receive Report on Governor Newsom’s Proposal for the 2019-20 Fiscal Year State Budget.

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



BUSINESS SERVICES MEMORANDUM

TO: Brian Stephens, Superintendent
FROM: Casey Goodall, Assistant Superintendent for Business
DATE: January 8, 2019
SUBJECT: **Receive Report on Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 75**

BACKGROUND: In June 2015, the Governmental Accounting Standards Board (GASB) issued Statement Number 75, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, which addressed how state and local governments should account for and report their costs and obligations related to postemployment healthcare and other nonpension benefits. Collectively, these benefits are commonly referred to as Other Postemployment Benefits (OPEB), and the statement is commonly referred to as “GASB 45.”

The GASB is the independent, not-for-profit organization formed in 1984 that establishes and improves financial accounting and reporting standards for state and local governments. Its seven members are drawn from the Board's diverse constituency, including preparers and auditors of government financial statements, users of those statements and members of the academic community.

GASB Statement 45 provided regulations for Accounting and Financial Reporting by Employers for Post-Employment Benefits Other than Pensions, and was issued in 2004. Although GASB had issued previous statements about OPEBs, namely GASB 25 and 27, GASB 45 resulted in significant changes to the reporting requirements for governmental agencies. In 2012, Statements 67 and 68 amended GASB Statements 25 and 27. GASB has now released Statement 75, a 300 page document to further outline and expand upon the requirements required from earlier statements. In addition, Statement 73 (128 pages), Statement 74 (108 pages), complete the reporting regulations that apply to OPEB. The GASB website in their June 20, 2015 News release states, “the new OPEB standards parallel the pension standards issued in 2012 GASB Statement No. 67, Financial Reporting for Pension Plans, and GASB Statement No. 68, Accounting and Financial Reporting for Pension. Together, the pension and OPEB standards provide consistent and comprehensive guidance for all post-employment benefits. “

The package of regulations (GASB 67, 68, 73, 74, 75) regulate how state and local governments calculate and report on financial statements, the costs associated with defined benefit OPEB plans.

- Government employers that do not prefund OPEB obligations will have to record a gross OPEB liability, while those that fund their OPEB plans through a trust that meets the specified criteria will have to record a net OPEB liability in their accrual-basis financial statements based on the plan fiduciary net position rather than plan funding.
- The new standard will make a government's obligations more transparent, and many governments will likely report a much larger liability.
- There are varying reporting requirements depending on whether the OPEB plan is administered through a trust that meets the following criteria:
 - Contributions from employers and non-employer entities contributing to the plan and earnings on those contributions are irrevocable.
 - OPEB assets are dedicated to providing OPEB to plan members in accordance with the benefit terms.
 - OPEB plan assets are legally protected from the creditors of employers, non-employer contributing entities, the OPEB plan administrator and plan members.
- OPEB benefits that are not provided through a trust are subject to the requirements in GASB Statement 68 and Statement 73 and 75.
- GASB does not require Governments to Fund OPEB (Technical Line, July 22, 2015)

Governmental employers that provide OPEB may choose how they wish to pay for the OPEB obligations. The GASB requirements then define based on those choices how the obligations are reported on financial statements. The options available include the following:

1. Pay As You Go
 - a. Current Practice (Note: But, we have begun to combine pay as you go with an informal prefund model)
 - b. Is legal
 - c. Not necessarily prudent
 - d. Liability rises over time
 - e. Liability never goes away
2. Prefund Informal
 - a. Revocable
 - b. Local District Fund
 - c. No Contribution Plan
 - d. Pay when dollars are available
 - e. Investment earnings is typically significantly lower over the long term and restricted to portfolio of investments by the County Treasurer
 - f. Minimizes future cost impacts
 - g. Provides future financial flexibility
 - h. Spreads the obligation over many years
 - i. Demonstrates prudent financial practices
 - j. Does not reduce Overall Liability
3. Prefund Formal
 - a. Irrevocable Trust

- b. Administered by a third party
- c. Pay As You Go plus some Defined Funding Plan
- d. Typical amortization is 30 years
- e. Minimizes future cost impacts
- f. Provides future financial flexibility
- g. Spreads the obligation over many years
- h. Demonstrates prudent financial practices
- i. Provides greater investment flexibility
- j. Higher rate of return on investment
- k. Reduces Overall Liability

The Governmental Finance Officers Association (GFOA) recommends creating a qualified trust fund to prefund OPEB obligations. The GFOA also recommends that if an individual trust is created, consultation with legal counsel is necessary to ensure that the trust is established and administered properly.

RATIONALE: The first step in preparing to implement GASB 75 is to conduct an actuarial study. Total Compensation Systems, Inc. is a health actuarial consulting firm specializing in California public school employers. Their services have been utilized by the San Joaquin County Office of Education, who recommended them to TUSD.

FUNDING: None

RECOMMENDATION: Receive Report of Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 75.

PREPARED BY: S. Reed Call, Director of Financial Services.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 4, 2019
SUBJECT: Receive Updated Report on Local Indicators

BACKGROUND: On Wednesday, March 15, 2017 the California School Dashboard went live to the general public. The Dashboard is the reporting system for California’s new multiple measures accountability system. The state’s new accountability system includes both state and local indicators. The Dashboard displays the status (current performance), the change (difference from prior performance), and the performance level (color) for each state indicator. The district collected and analyzed data for the local indicators beginning the spring and fall of 2017 through the 2018 school year. California provided an annual update release of the Dashboard data in December of 2018 and will continue in subsequent years.

RATIONALE: An introduction to California’s new accountability system and the California School Dashboard was provided at the January 19, 2017, March 28, 2017, May 9, 2017, and November 14, 2018 board meetings. The District must report to the board annually on the state local indicators. This report will provide an update on the district’s progress on the local indicators shared in the spring of 2018: Priority 1: Basic Services, Priority 2: Implementation of State Standards, and Priority 3: Parent Involvement, and Priority 6: School Climate. 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, District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students’ academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There is no cost to the District.

RECOMMENDATION: Receive Updated Report on Local Indicators.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: January 9, 2019
SUBJECT: Approve Accounts Payable Warrants (December, 2018)

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

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

FUNDING: N/A

RECOMMENDATION: Approve Accounts Payable Warrants (December, 2018).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: January 7, 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:

Kimball High School:

1. Tracy Unified School District/Kimball High School: From Wepay for the combined amount of \$3,521.30 (ck. #29947201 - \$2,413.00, ck. #30027641 - \$1,108.30). This donation was made using the Snap Raise platform. It will benefit Kimball High School's girls soccer teams and will go towards the purchase of equipment and uniforms.
2. Tracy Unified School District/Kimball High School: From Wepay for the amount of \$5,536.55 (ck. #29886403). This donation was made using the Snap Raise platform. It will benefit Kimball High School's boys basketball teams and will go towards the purchase of equipment and uniforms.
3. Tracy Unified School District/Kimball High School: From Wepay for the amount of \$2,628.03 (ck. #30065980). This donation was made using the Snap Raise platform. It will benefit Kimball High School's boys soccer teams and will go towards the purchase of equipment and uniforms.
4. Tracy Unified School District/Kimball High School: From Wepay for the amount of \$1,280.60 (ck. #29699621). This donation was made using the Snap Raise platform. It will benefit Kimball High School's API Club and will go towards the purchase of club shirts and cultural dance props.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From the Bill Pollard Jr. Scholarship Fund for the amount of \$1,000.00 (ck. #2027). This donation is a contribution to the Bill Pollard Jr. Scholarship for the 2018/2019 school year.

Villalovoz Elementary School:

1. Tracy Unified School District/Villalovoz Elementary School: From the Amazon Fulfillment Center in Tracy, Maker Space equipment and supplies valued at \$15,000.00. Villalovoz has been granted the opportunity to order products directly from Amazon online to obtain the items that would most greatly benefit the school's Maker Space 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: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: January 9, 2019
SUBJECT: **Approve Payroll Reports (December, 2018)**

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

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

FUNDING: N/A

RECOMMENDATION: Approve Payroll Reports (December, 2018).

Prepared by: Reed Call, Director of Financial Services

Pay Date 12/10/2018

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	SACS Object	Amount	
01	1100	480,594.37	Teachers' Salaries
	1200	1,377.43	Cert Pupil Support Salaries
	1300	11,654.51	
	1900	90,540.44	Other Certificated Salaries
	2100	243,521.01	Instructional Aides' Salaries
	2200	127,044.77	Classified Support Salaries
	2300	0.00	
	2400	28,440.73	Clerical & Office Salaries
	2900	6,498.51	Other Classified Salaries
	Total Labor	989,671.77	
01	3101	75,330.88	STRS On 1000 Salaries
	3102	954.12	STRS On 2000 Salaries
	3201	619.41	PERS On 1000 Salaries
	3202	6,426.70	PERS On 2000 Salaries
	3301	10,548.47	
	3302	21,351.54	
	3501	292.05	State Unemploy On 1000 Salary
	3502	202.74	State Unemploy On 2000 Salary
	3601	11,057.34	Worker'S Comp Ins On 1000 Sal
	3602	7,675.43	Worker'S Comp Ins On 2000 Sal
	Total Contributions	134,458.68	
11	1100	17,842.24	Teachers' Salaries
	1200	1,377.43	Cert Pupil Support Salaries
	2100	291.76	Instructional Aides' Salaries
	Total Labor	19,511.43	
11	3101	1,827.00	STRS On 1000 Salaries
	3202	52.69	PERS On 2000 Salaries
	3301	342.11	
	3302	22.32	
	3501	9.60	State Unemploy On 1000 Salary
	3502	0.15	State Unemploy On 2000 Salary
	3601	363.79	Worker'S Comp Ins On 1000 Sal
	3602	5.52	Worker'S Comp Ins On 2000 Sal
	Total Contributions	2,623.18	
12	2100	3,865.46	Instructional Aides' Salaries
	2200	13.35	Classified Support Salaries
	Total Labor	3,878.81	
12	3102	72.95	STRS On 2000 Salaries
	3202	172.44	PERS On 2000 Salaries
	3302	188.51	
	3502	1.92	State Unemploy On 2000 Salary
	3602	73.40	Worker'S Comp Ins On 2000 Sal
	Total Contributions	509.22	

Fund 13	SACS Object	Amount	
	2200	26,051.10	Classified Support Salaries
	Total Labor	26,051.10	

Fund 13	SACS Object	Amount	
	3202	1,112.09	PERS On 2000 Salaries
	3302	1,303.82	
	3502	13.01	State Unemploy On 2000 Salary
	3602	493.09	Worker'S Comp Ins On 2000 Sal
	Total Contributions	2,922.01	

ESCAPE ONLINE

Pay Date 12/28/2018

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	SACS Object	Amount	
01	1100	4,852,405.66	Teachers' Salaries
	1200	291,006.85	Cert Pupil Support Salaries
	1300	565,946.67	Cert Suprvsrs' & Admins' Sal
	1900	99,141.26	Other Certificated Salaries
	2100	406,590.59	Instructional Aides' Salaries
	2200	708,730.94	Classified Support Salaries
	2300	170,693.06	Class Suprvsrs' & Admins' Sal
	2400	412,945.83	Clerical & Office Salaries
	2900	41,891.28	Other Classified Salaries
	Total Labor	7,549,352.14	
01	3101	916,077.47	STRS On 1000 Salaries
	3102	4,359.77	STRS On 2000 Salaries
	3201	31,846.41	PERS On 1000 Salaries
	3202	297,969.59	PERS On 2000 Salaries
	3301	85,532.44	
	3302	118,794.13	
	3401	634,314.99	
	3402	235,819.14	
	3501	2,903.83	State Unemploy On 1000 Salary
	3502	870.25	State Unemploy On 2000 Salary
	3601	109,943.17	Worker'S Comp Ins On 1000 Sal
	3602	32,951.07	Worker'S Comp Ins On 2000 Sal
	3701	68,912.44	
	3702	38,301.40	
	Total Contributions	2,578,596.10	
11	1100	8,909.10	Teachers' Salaries
	1300	10,368.94	Cert Suprvsrs' & Admins' Sal
	2100	4,448.69	Instructional Aides' Salaries
	2200	2,075.62	Classified Support Salaries
	2400	11,019.47	Clerical & Office Salaries
	Total Labor	36,821.82	
11	3101	3,138.46	STRS On 1000 Salaries
	3202	3,168.73	PERS On 2000 Salaries
	3301	251.01	
	3302	1,251.44	
	3401	1,513.13	
	3402	2,870.09	
	3501	9.62	State Unemploy On 1000 Salary
	3502	8.78	State Unemploy On 2000 Salary
	3601	364.89	Worker'S Comp Ins On 1000 Sal
	3602	332.06	Worker'S Comp Ins On 2000 Sal
	Total Contributions	12,908.21	

Fund	12	SACS Object	Amount	
		1300	816.55	Cert Suprvsrs' & Admins' Sal
		2100	8,914.84	Instructional Aides' Salaries
		2400	3,517.34	Clerical & Office Salaries
		Total Labor	13,248.73	

Fund	12	SACS Object	Amount	
		3101	132.93	STRS On 1000 Salaries
		3102	373.29	STRS On 2000 Salaries
		3202	1,515.76	PERS On 2000 Salaries
		3301	10.93	
		3302	745.24	
		3401	78.44	
		3402	1,169.93	
		3501	0.41	State Unemploy On 1000 Salary
		3502	6.24	State Unemploy On 2000 Salary
		3601	15.46	Worker'S Comp Ins On 1000 Sal
		3602	235.31	Worker'S Comp Ins On 2000 Sal
		Total Contributions	4,283.94	

Fund	13	SACS Object	Amount	
		2200	116,627.47	Classified Support Salaries
		2300	34,112.79	Class Suprvsrs' & Admins' Sal
		2400	15,708.81	Clerical & Office Salaries
		Total Labor	166,449.07	

Fund	13	SACS Object	Amount	
		3202	26,063.91	PERS On 2000 Salaries
		3302	11,625.16	
		3402	15,264.83	
		3502	83.22	State Unemploy On 2000 Salary
		3602	3,150.58	Worker'S Comp Ins On 2000 Sal
		Total Contributions	56,187.70	

ESCAPE ONLINE



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: January 9, 2019
SUBJECT: **Approve Revolving Cash Fund Report (December, 2018)**

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

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

FUNDING: N/A

RECOMMENDATION: Approve Revolving Cash Fund Report (December, 2018).

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

01/09/19

TUSD
REVOLVING CASH FUND
December 2018

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
12/05/2018	9503	KNIGHTS OF THE ROSE	School Safety Symposium Pecot; Goodall; F... 01-0000-0-1110-2100-5200-810-2001	-375.00
TOTAL				-375.00
12/12/2018	9504	ASPA CONTEST/REVIEW	PO19-01714 ZEPHYR 2018-2019 01-0000-0-1110-1000-5800-700-6502	-70.00
TOTAL				-70.00
12/17/2018	9505	DEPARTMENT OF PESTICIDE RE...	PO19-01726 QAL-Arroyo; Minten; Guzman; A... 01-8150-0-0000-8110-5800-800-9502	-300.00
TOTAL				-300.00
12/18/2018	9506	PESTED.COM	PO19-01645 DPR Continuing Educ 01-8150-0-0000-8110-5800-800-9502	-585.00
TOTAL				-585.00
12/20/2018	9507	SOUTH SAN JOAQUIN CO FIRE A...	PO19-01753 Fire-Flow Testing North School 35-7735-0-0000-8500-6283-340-7735	-374.00
TOTAL				-374.00
12/21/2018	9508	DEPARTMENT OF PESTICIDE RE...	PO19-01775 QAC renewal Bauer; Farrington;... 01-81500-0000-8110-5800-800-9502	-240.00
TOTAL				-240.00



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: January 9, 2019
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 22, 2019
SUMMARY OF SERVICES

A. Vendor: Sam Farias Fencing, Inc.
Site: Louis Bohn Elementary School – Building D Replacement
Item: Quote - Ratify
Services: Contractor to provide and install one 6' chain link fence with gate around the electrical panel behind the new classroom building.
Cost: \$1,800.00
Project Funding: Unrestricted General Fund/Insurance Reimbursement

B. Vendor: L&H Airco
Site: Louis Bohn Elementary School – Building D Replacement
Item: Proposal - Ratify
Services: Contractor to provide and install Alerton BACnet energy management and temperature control system to match existing district standards and to replace the control system on the new units to match the controls that were damaged in the classroom fire.
Cost: \$7,982.00
Project Funding: Unrestricted General Fund/Insurance Reimbursement

C. Vendor: JPB Designs, Inc.
Site: West High School – Renovation of Finishes
Item: Change Order #1 - Ratify
Services: Scope of work documented on the change order summary.
Cost: \$50,567.00
Project Funding: Unrestricted General Fund/Deferred Maintenance

D. Vendor: JPB Designs, Inc.
Site: West High School – Renovation of Finishes
Item: Notice of Completion
Services: Contractor refurbished selected rooms; including removing and replacing floor covering in cafeteria area, library and selected classrooms, painted selected classrooms and replaced ceiling tiles in gymnasium hallway.
Cost: \$519,700.00 Change Order: \$50,567.00 Final Contract: \$570,267.00
Project Funding: Unrestricted General Fund/Deferred Maintenance

E. Vendor: Bockmon & Woody Electric Company
Site: West High School
Item: PO Increase - Ratify
Services: Power failure repairs in the MS Building.
Cost: \$77,660.34
Project Funding: Unrestricted General Fund/Facilities Funding

F. Vendor: Opening Technologies, Inc.
Site: West High School
Item: Agreement
Services: Contractor to remove old door hardware and install new hardware and keying at West High School.
Cost: \$394,312.00
Project Funding: Unrestricted General Fund/Deferred Maintenance

G. Vendor: Creative Window Interiors, Inc.
Site: Various High School Sites – Horizontal & Vertical Blinds
Item: Notice of Completion
Services: Contractor furnished and installed window coverings at various locations throughout the high school sites.
Cost: \$37,980.00 Change Orders: \$0 Final Contract: \$37,980.00
Project Funding: Unrestricted General Fund/Deferred Maintenance

H. Vendor: Creative Window Interiors, Inc.
Site: K-8 School Sites – Horizontal & Vertical Blinds
Item: Change Order # 1
Services: Scope of work documented on the change order summary.
Cost: \$984.55
Project Funding: Unrestricted General Fund/Deferred Maintenance



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: January 9, 2019
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 22, 2019
SUMMARY OF SERVICES**

A. Vendor: Signs of Success, Inc.
Site: Clover School (TLC) Renovation
Item: Quote - Ratify
Services: Company to provide one (1) cast bronze dedication plaque.
Cost: \$1,163.20
Project Funding: Measure B Bond Fund, State School Facilities Program and Charter School Facilities Program Funding

B. Vendor: Hancock Park & DeLong, Inc.
Site: Districtwide
Item: Agreement - Ratify
Services: Consultant to assist with State School Facilities funding programs; including California Department of Education and Office of Public School Construction documents and applications.
Cost: \$175/hour
Project Funding: Measure B Bond Fund, State School Facilities Program and Charter School Facilities Program Funding



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 22, 2019
SUBJECT: **Approve Agreement for Special Contract Services with Nancy Fetzer from Literacy Connections to Provide Balanced Literacy and Writing Coaching to McKinley Elementary School Teachers during the 2018-2019 School Year**

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

RATIONALE: McKinley School is a Title I School. McKinley has identified the need to develop nonlinguistic representation to promote literacy skills. Nancy Fetzter integrates listening, speaking, reading, and writing in all her lessons and imbeds academic vocabulary while teacher the curriculum. Nancy Fetzter has presented at statewide conferences and is a highly respected writing coach. Nancy Fetzter will provide consulting and coaching services in reading and writing to staff. This in-service supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential, and Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

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

RECOMMENDATION: Approve Agreement for Special Contract Services with Nancy Fetzter from Literacy Connections to Provide Balanced Literacy and Writing Coaching to McKinley Elementary School Teachers during the 2018-2019 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

- 1. Contractor shall perform the following duties: Provide professional development for teachers to expand their learning of the Nancy Felzer Literacy Connections program. Training to be conducted on March 4, 5, 6, 7, & 8, 2019.

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

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

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

- a. District shall pay \$10,000 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$10,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
b. District [] SHALL [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 \$ 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 March 4, 2019, and shall terminate on May 24, 2019.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Carla Washington, at (209) 830-3319 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [] WILL [] 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:

Manuel Lopez CEO
Contractor Signature Title

Tracy Unified School District

IRS Identification Number

Consultant
Title

Date

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

Account Number to be Charged

Address

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 9, 2019
SUBJECT: **Approve MOA to Establish and Operate an Air Force Junior Reserve Officer Training Corps Unit**

BACKGROUND: The AFJROTC program has been offered at West School for the past 2 years. It has been very successful and has been enjoyed by students, staff and the community. This class is taught by Air Force officers under the supervision of the site principal.

RATIONALE: Due to the success and popularity of the AFJROTC Program, the District plans to add an additional class beginning in the 2019-2020 school year at West High School. The Air Force reimburses the district for a minimum of one half of the instructor pay as well as expenses of transportation, uniforms, and meals and lodging costs for students and instructors for activities away from the school site. This Agenda request aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or 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: One half of the cost of this staffing will be provided by the United States Air Force. The second half will be paid from the unrestricted general fund.

RECOMMENDATION: Approve MOA to Establish and Operate an Air Force Junior Reserve Officer Training Corps Unit.

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

MEMORANDUM OF AGREEMENT TO ESTABLISH AND OPERATE AN AIR FORCE JUNIOR RESERVE OFFICER TRAINING CORPS UNIT

Effective 1 July 2019

TO: Director, Air Force Junior Reserve Officer Training Corps
60 West Maxwell Blvd
Maxwell Air Force Base, Alabama 36112-6106

FROM:

Institution Information	
Name of School Hosting the AFJROTC Program	Merrill F West High School
Physical School Address (street, city, state, ZIP)	1775 West Lowell Tracy CA 95376
School Mailing Address (if different than physical address)	

This Memorandum of Agreement (MOA) outlines responsibilities for the school district which hosts an AFJROTC program (hereafter referred to as the "Institution") and the United States Air Force. This agreement implements the provisions of Public Law 88-647, *The Reserve Officer Training Corps Vitalization Act of 1964*, and 10 United States Code, Chapter 102, Sections 2031-2033 (as amended), as well as Department of Defense (DoD) Instruction 1205.13. Requirements stated in Air Force Instruction 36-2010, Air Force Junior Reserve Officer Training Corps (AFJROTC) Instruction 36-2010, AFJROTC Operational Supplement and any subsequent operating policy modifications are hereafter referred to as "Air Force publications."

SECTION 1. AIR FORCE AGREEMENT: Contingent upon Institution acceptance of this MOA and the continuing fulfillment of the conditions presented in Sections 2 and 3, the Air Force agrees as follows:

- A. Establish and maintain an AFJROTC program.** The Air Force shall establish and maintain an AFJROTC program at the Institution named in this MOA, subject to the provisions of Public Law, DoD and Air Force publications, this MOA, continued approval by the Secretary of the Air Force (SECAF).
- B. Prescribe the course of study.** The Air Force shall prescribe all AFJROTC program academic course content, provide all curriculum text, teaching aides, and other academic text supplies associated with the conduct of the AFJROTC program.
- C. Provide basic instructor certification.** The Air Force shall issue and hold the basic certification for all AFJROTC instructors. The Air Force shall screen, approve, and certify

retired Air Force officers and enlisted to teach and administer the AFJROTC program in an Institution. As the certifying authority, the Air Force maintains an inherent need-to-know of any information related to an AFJROTC instructors' performance, conduct and employment status. The Air Force shall communicate with the Institution on all matters concerning instructor performance and conduct, as well as any changes in instructor certification.

D. Provide supply support. The Air Force shall issue to a Military Property Custodian appointed by the Institution all Air Force uniforms, supplies, and equipment authorized by applicable Air Force Tables of Allowance. The title of ownership for all property and equipment provided to the Institution is retained by the Air Force, unless expressly transferred to the Institution in writing.

E. Provide financial support:

1. The Air Force shall reimburse the Institution a minimum of one half the Minimum Instructor Pay, for each instructor, each month for a minimum of ten (10) months, each operating school year. The Air Force portion of the minimum AFJROTC instructor salary as established in 10 USC, Section 2031 and set forth in paragraph 2.B.6.
2. The Air Force shall reimburse the Institution, within the fund limitations imposed by the Air Force and within guidelines of Air Force publications, for costs incident to:
 - a) The procurement, transportation, packing, unpacking, crating, and normal maintenance of uniforms, supplies, equipment, and instructional materials required by the Air Force.
 - b) For required vehicle transportation for logistical support and field trips in support of the AFJROTC program. Rate of reimbursement shall not exceed the normal commercial rate schedule in the area or the usual rate that the Institution has established for staff travel.
 - c) Meals and lodging costs for AFJROTC students and instructors during official AFJROTC activities away from the Institution.

F. Provide information management support:

1. The Air Force shall publish and disseminate accurate and sufficient information and policy guidance concerning unit operations and instructor management to enable the Institution to properly operate the AFJROTC program and support the AFJROTC mission of citizenship development.
2. The Air Force shall provide the necessary software/database access to support the supply management, budget management, and other reporting functions required by the Air Force. Any information technology equipment provided to the Institution by the Air Force remains property of the Air Force (see Section 3.E.3).

SECTION 2. INSTITUTION AGREEMENT. Contingent upon fulfillment of the conditions presented in Sections 1 and 3, the governing authorities of the Institution agree as follows

A. AFJROTC Program Infrastructure:

- 1. Establish an AFJROTC program.** The Institution shall establish the AFJROTC program in accordance with the provisions of Public Law, DoD and Air Force publications, this MOA, and continued approval by the Secretary of the Air Force (SECAF).
- 2. Establish the AFJROTC department.** The AFJROTC program shall be established and operated as a separate, integral academic, and administrative department of the Institution.
- 3. Supervise the AFJROTC department.**
 - a) The Institution's principal (or equivalent) shall be the on-site person in charge of the supervision of the AFJROTC program.
 - b) The Senior Aerospace Science Instructor (SASI) shall be designated as the Head of the AFJROTC Department. The Institution's SASI shall be the AFJROTC instructor possessing the highest retired military grade. When two AFJROTC instructors are of equal retired grade, the Institution will decide which instructor they wish to designate as the SASI.
 - c) The SASI shall be granted all regular Department Head (or equivalent) rights, access and the authority necessary to operate the AFJROTC program under the leadership of the school principal (or equivalent) while complying with all Air Force publications.
 - d) The SASI shall be present in meetings where policies, recommendations, or decisions impacting the AFJROTC program are made, including space allocation/utilization, academic course scheduling, and the employment or discharge of other Institution AFJROTC instructors.
- 4. Provide classrooms, office space and technology.** The AFJROTC program shall be provided the necessary classroom facilities and office space for the efficient and effective accomplishment of both AFJROTC program academics, and other AFJROTC program activities and objectives. The facilities provided shall be equal to or greater (quantity/quality) than those provided to other programs/courses/activities in the same Institution. The Institution shall furnish appropriate and sufficient technology (i.e. computers, projectors, etc.) to conduct AFJROTC academics, and other AFJROTC program requirements.
- 5. Provide drill areas.** The Institution shall provide and maintain a minimum of 2,500 square feet of drill space to support drill instruction. The provided drill space shall be level, unobstructed space, free of vehicular or pedestrian traffic with student safety paramount.

Provisions shall be made for access to indoor drill space in locations when inclement weather prohibits outside drill activities. The SASI shall be an integral member of all space utilization/master scheduling meetings and discussions.

6. **Provide storage space.** The Institution shall provide and maintain a minimum of 400 square feet of climatically controlled storage space for the protection and care of uniforms, supplies, and equipment used in the AFJROTC program. The storage space shall be near the other AFJROTC facilities, must be appropriately organized (i.e. hanging racks, shelves, drawers, etc.) to neatly store and maintain Air Force property. The storage space must be limited to the exclusive use of the AFJROTC program, and must be constructed so that access is denied to unauthorized personnel. As the size of the AFJROTC program increases, additional storage space shall be provided in a proportional manner. Special consideration must be given to summer recess periods to ensure continued climatic controls are maintained. Any damage or loss to uniform items resulting from lack of continued climate control is expressly the responsibility of the Institution.
7. **Ensure security of replica weapons, air rifles, and sabers.** The Institution shall ensure that any AFJROTC replica weapon, air rifle, or saber, regardless of how purchased, is tracked, stored and secured in accordance with Air Force publications.

B. AFJROTC Instructor Staffing:

1. **Ensure minimum staffing in the AFJROTC program.** An Institution shall employ a minimum of two qualified/certified instructors, regardless of student enrollment in the AFJROTC program. Candidates for employment shall be only those approved by and referred to the Institution by the Air Force. The Institution shall make the ultimate determination if any candidate is suitable to be employed as their AFJROTC instructor.
2. **Perform background checks.** Any background check(s) required by the Institution for the purpose of screening an AFJROTC instructor candidate shall be conducted by the Institution at no expense to the Air Force.
3. **Provide instructor employment contracts.** The Institution shall provide AFJROTC instructors a contract of employment with the Institution as the employing agency. Per DoD Instruction 1205.13, the minimum contract duration for AFJROTC instructors will be ten (10) months, except for instructors initially employed after the beginning of, or during, the regular Institution school year. The contract may be administered using regular district procedures, but the minimum pay shall be in accordance with Section 2.B.4 below, must provide for an automatic adjustment when military salary increases, and must otherwise be in accordance with this MOA.
4. **Provide minimum instructor pay.** The Institution shall ensure AFJROTC instructors are compensated no less than the Minimum Instructor Pay (MIP). “MIP” is defined as a monthly amount equal to the difference between their entitled retired pay and their total active duty pay and allowances, excluding hazardous duty and proficiency pay, which they would receive if serving on Air Force active duty. Although the Institution is only required

to pay MIP, it is highly encouraged to pay instructors above the MIP commensurate with their military experience, education level, area cost of living, etc., in order to attract and retain the best instructors. NOTE: The Institution shall not delay full and timely payment to an AFJROTC instructor while awaiting an Air Force reimbursement (see Section 2.B.6).

5. **Consider extended contracts and targeted stipends.** Contract periods (above the statutory minimum of 10 months) are strongly encouraged to allow year-round management and control of Air Force Property, and to allow compensated time for AFJROTC summer events, such as summer leadership courses. Targeted stipends are also encouraged to compensate instructors for before school, after-school, and weekend AFJROTC activities.
6. **Receive Air Force MIP reimbursements.** Per the provisions of paragraph 1.E.1, the Air Force shall reimburse the Institution one half of the MIP, each month, 30 days in arrears. The Air Force's responsibility is limited to the period of employment specified in the contract up to ten (10) months or 300 calendar days from employment contract start date regardless of the Institution's distribution of pay. The Institution shall not delay full and timely payment to an AFJROTC instructor while awaiting an Air Force reimbursement.
7. **Establish financial communications.** Institutions shall maintain an organizational email account to facilitate timely two-way communications related to MIP and the Air Force reimbursement provided to the Institution. The Air Force calculates the MIP and will send a financial statement to the Institution via the organizational email account each month which details the MIP for each instructor and the Air Force reimbursement amount.
8. **Control AFJROTC instructor duties.** The Institution must ensure AFJROTC instructors perform only those duties connected with the instruction, operation, and administration of the AFJROTC program. AFJROTC instructors shall not teach or coach any class or activity, other than AFJROTC program academic courses and AFJROTC program activities, nor shall they teach or coach any class or activity which contains non-AFJROTC program students. NOTE: Exceptions are possible if the teaching or coaching of such classes/activities is conducted outside of the Institution's normal day of academic instruction and is contracted separately between the Institution and the individual AFJROTC instructor at no expense to the Air Force. However, before a contract of this type is executed, the Institution shall deliberately assess 1) the potential negative impacts to any before/after school AFJROTC program activities, and 2) the equitable distribution of AFJROTC program duties between instructors.
9. **Limit additional faculty duties.** Considering the restrictions stated in paragraph 2.B.8, AFJROTC instructors are not prohibited from serving on committees or performing routine duties that are typically distributed across the Institution's faculty members (e.g. lunchroom monitor, bus monitor, etc). However, the Institution shall not use AFJROTC program enrollment, AFJROTC class sizes, or AFJROTC instructor teaching load as a factor in determining an AFJROTC instructor's availability to perform additional duties.

- 10. Understand employment/certification relationship.** AFJROTC instructors are in a unique position where they are certified by the Air Force to perform instructor duties, but are employed and paid by the Institution they work within. In this capacity, AFJROTC instructors serve two chains of responsibility. AFJROTC instructors shall be responsible to both the Institution (their employer) and the Air Force (their certifier) for proper operation of the AFJROTC program and their continued professional conduct. In no event shall the Institution represent AFJROTC instructors as Air Force employees, agents, contractors, or active duty members. In addition to the Institution's mandatory requirements, AFJROTC instructors have mandatory responsibilities levied upon them by the Air Force. These include, but are not limited to operating a program that meets all Air Force expectations, submitting reports, meeting deadlines, tracking Air Force property, and identifying and reporting to the Air Force any Institution noncompliance with this MOA or other Air Force publications.
- 11. Credentialing and licensing of AFJROTC instructors.** AFJROTC instructors will receive AFJROTC-specific training and basic instructor certification from the Air Force. Any further professional development, training, licenses or credentialing requirements shall be accomplished at no expense to the Air Force.
- 12. Consider additional AFJROTC instructors.** Additional instructors may be authorized when an AFJROTC program's "teaching load" increases to 151, and increments of 100 thereafter. In absence of Institution support for an additional AFJROTC instructor position, the Institution shall cap student enrollment in the AFJROTC program. The definition of "teaching load" and specific enrollment caps are codified in Air Force publications.
- 13. Ensure professional instructor appearance.** The Institution must ensure AFJROTC instructors wear an approved Air Force uniform daily as defined in Air Force publications. Additionally, AFJROTC Instructors must meet and maintain DoD weight and body fat standards, and shall present a professional military appearance at all times.
- 14. Monitor and report instructor performance and behavior.** The Air Force holds the certification of all AFJROTC instructors, and therefore the Air Force maintains an inherent right to monitor instructor behavior and must receive any necessary information regarding instructor performance, professional conduct and employment status. Therefore, the Institution shall have effective and timely procedures in place which ensure the Air Force is advised of any disciplinary or administrative action levied upon an AFJROTC instructor (i.e. administrative leave, suspensions, letters of admonishment, etc.), the initiation of any investigation into alleged AFJROTC instructor misconduct (school or civil), or any changes in the employment status of an AFJROTC instructor. If any of the aforementioned items occur, the Institution shall officially notify the Air Force within one (1) business day.
- 15. Perform instructor evaluations (Institution-directed).** The Institution may conduct teacher evaluations of AFJROTC instructors using the same instruments and rubrics they use to evaluate other faculty members. Should poor performance be determined, the Institution shall report the findings to the Air Force within five (5) business days.

- 16. Perform instructor evaluations (Air Force-directed).** When required by Air Force publications, the Institution shall complete, and submit to the Air Force, an AFJROTC instructor evaluation using an AFJROTC Form 98, *Instructor Evaluation*. These evaluations are normally event driven and are exclusively an AFJROTC process with protections and controls built in, and will not be not subject to internal Institution processes or procedures (including union agreements).
- 17. Terminating instructors.** As the employer, the Institution has the right to terminate or non-renew the employment of AFJROTC instructors in accordance within normal Institutional rules and regulations, and without prior consultation with the Air Force. However, when a termination/non-renewal event occurs, the Institution shall inform the Air Force of the event, and the associated circumstances, within one (1) business day.
- 18. Understand intra-district instructor transfers.** School districts wishing to transfer or reassign AFJROTC instructors between AFJROTC host-Institutions may do so in accordance with district policies, with consent of the AFJROTC instructor and with prior written approval from the Air Force. In no case will an AFJROTC instructor be transferred or reassigned to another Institution unless they fully meet Air Force transfer eligibility requirements as prescribed in Air Force publications, or they are provided an approved waiver from the Air Force.

C. AFJROTC Student Enrollment.

- 1. Conduct an all-inclusive AFJROTC program.** Voluntary student enrollment into the program, and continuing enrollment in the program, shall be conducted without any form of discrimination. This prohibition does not include denying enrollment into AFJROTC, or removing a student from AFJROTC, when that student does not agree to, or fails to meet and/or maintain AFJROTC standards of uniform wear, grooming and/or personal conduct.
- 2. Meet minimum voluntary enrollment.** The Institution must maintain a minimum voluntary enrollment in the AFJROTC program of at least 1) 10 percent of the Institution's student population (grades 9-12 only), or 2) 100 students, whichever is less. While all students in the high school are encouraged to voluntarily enroll in the AFJROTC program, actual enrollment shall only be determined by counting those students who voluntarily meet, and subsequently maintain, the mandatory program requirements of continued enrollment in AFJROTC.
- 3. Ensure minimum grade level enrollment in AFJROTC.** The Institution shall ensure voluntary AFJROTC enrollment is available to all high school students (grades 9-12 only).
- 4. Ensure equitable class scheduling.** The scheduling of all AFJROTC program academic courses shall be executed in a manner that makes it equally convenient for students to participate in AFJROTC academic courses as it for other programs/courses offered by the Institution.

5. **Provide access to feeder schools.** The Institution shall ensure that AFJROTC instructors are granted the necessary time and access to feeder schools to effectively advertise and promote the AFJROTC program to future 9th grade students.
6. **Permit only voluntary student enrollment.** The Institution will ensure all enrollments of students into the AFJROTC program are conducted with the prior knowledge and endorsement of the SASI. Prospective AFJROTC students must be fully informed of all mandatory AFJROTC enrollment requirements before being allowed to enroll into the AFJROTC program. Only students who voluntarily choose to meet and maintain acceptable standards of AFJROTC uniform wear, AFJROTC grooming standards and personal conduct standards shall be enrolled into, and permitted to remain in, the AFJROTC program.
7. **Permit only full time student enrollment.** No student shall be enrolled in the AFJROTC program when non-AFJROTC academic requirements will create a period of absence for that student from taking a full AFJROTC academic course.
8. **Satellite units.** AFJROTC instructors shall not travel to other institutions. All AFJROTC program instruction shall take place at the host Institution. However, travel to an adjacent 9th grade academy operating directly under the host Institution is permitted.
9. **Consider crosstown enrollment agreements.** Students from other local schools may participate in the AFJROTC program at the host Institution under the following conditions:
 - a) Travel by students from other local schools to the host Institution to participate in AFJROTC academic courses, as well any before/after school AFJROTC program activities, is conducted at no expense to the Air Force.
 - b) Travel by students from other local schools to the host institution shall be scheduled in a manner which guarantees full class period attendance and the minimum 120 classroom hours is reached by all students in the AFJROTC course.
 - c) Principals from all schools involved must agree in writing.
 - d) The principal of the host Institution maintains overall supervisory responsibility of the AFJROTC program and may terminate the crosstown agreement at any time.
10. **Ensure students meet uniform wear, grooming and personal conduct standards.** Students enrolled in the AFJROTC program must wear the prescribed AFJROTC uniform a minimum of one day per week while simultaneously meeting AFJROTC grooming standards. Anytime students are wearing the AFJROTC uniform, they shall abide by all Air Force standards for correct uniform wear, proper grooming standards, and proper personal conduct. The once-per-week uniform wear requirement shall be an all-school-day requirement, not limited to an AFJROTC classroom or the AFJROTC class period, but will include all non-AFJROTC classes attended by the student. However, when other

clothing is specifically required by non-AFJROTC classes, such as shop, culinary, or physical education, changing is allowed for the duration of the non-AFJROTC class only.

- 11. Uphold continued enrollment rules.** Continued student enrollment in the AFJROTC program shall be in accordance with the provisions of Federal Law, supporting DoD, Air Force publications, and the provisions of this MOA. The Institution shall ensure any student enrolled in the AFJROTC program who does not meet and/or maintain AFJROTC program requirements, such as weekly mandatory uniform wear and/or grooming standards, or standards of personal conduct, is expeditiously removed from the AFJROTC program, so as not to create further disruption to those students who fully meet continued enrollment standards. Students enrolled in the AFJROTC program will have proper AFJROTC uniform wear, grooming, and personal conduct specifically included as a pass/fail mandate of continued enrollment in AFJROTC.
- 12. Disenrollment of AFJROTC students.** The Institution shall not sanction, nor tolerate, the continued enrollment of any student who fails to meet continued enrollment rules of the AFJROTC program. The SASI shall be permitted to manage a fully compliant AFJROTC program, and with proper cause, be supported in removing a noncompliant student at any time during the academic year.

D. Academic Requirements:

- 1. Present only AFJROTC curriculum.** Only the AFJROTC-prescribed curriculum will be presented by AFJROTC instructors. Deviating from the AFJROTC-prescribed curriculum is only permitted when specifically requested by the Institution and approved in writing by the Air Force.
- 2. Grant academic credit.** All AFJROTC program academic courses shall be conducted by the Institution as full year/full credit course (not partial year/partial credit) and academic credit shall be granted toward graduation requirements for successful completion of an AFJROTC academic course. Academic credit granted shall be equivalent to the credit given for other academic courses in the Institution.
- 3. Ensure minimum course length.** All AFJROTC program academic courses shall be conducted as regular, full time academic courses consisting of a minimum of 120 classroom hours per academic year.
- 4. Collect and report academic metrics.** The Institution shall collect and maintain data related to the academic performance and graduation data of students currently, or previously enrolled in the AFJROTC program. This data shall be reported to the Air Force, or its agents, when requested by the Air Force.

E. Logistical Support & Accountability:

- 1. Provide a military property custodian (MPC).** The Institution shall appoint an employee of the institution as the MPC. Normally, AFJROTC instructors are appointed to this duty, but any Institution employee may be appointed when necessary. The MPC will be empowered to perform the required supply functions incident to the acquisition, accounting, and handling of supplies, equipment and uniforms issued to, or purchased with Air Force funds. The Institution shall also ensure that the appointed MPC conducts a full inventory of all Air Force funded items and performs required disposition actions before transferring the MPC duties to another individual. The school must always have an MPC appointed.
- 2. Provide instructional materials.** The Institution shall provide to the AFJROTC Department all the instructional supplies, materials, services, furniture, computer equipment and support, copiers, scanners and privileges afforded other academic departments at the institution.
- 3. Provide information technology (IT) support.** The Institution shall provide full IT support, updates and software for any Air Force funded/owned IT equipment. For any Air Force-provided/owned IT equipment, there are no restrictions on the Institution regarding IT support, software updates, troubleshooting, and/or operating system configuration.
- 4. Provide transportation.** The Institution shall provide transportation for AFJROTC field trips and other off-Institution activities comparable to the transportation provided for other Institution programs, activities, or courses.
- 5. Provide security and accounting of Air Force property.** The Institution shall conform to the publications of the Air Force relating to the issue, receipt, storage, safeguarding, and turn-in of Air Force uniforms, textbooks, supplies, equipment, and other educational materials at the institution.
- 6. Assume liability.** The Institution shall safeguard and retain liability for all Air Force property located at the Institution, making full restitution after all occurrences of theft, loss, and negligent or willful damage or destruction. If the Institution elects to provide an insurance policy, it shall name the United States Air Force as an additional insured.

F. Understand AFJROTC Activity Reimbursements.

- 1.** The Institution shall fund, in advance, purchases which are specifically authorized to receive reimbursement by the Air Force, within the fund limitations imposed by the Air Force. These purchases directly support AFJROTC program activities and operations and include, but are not limited to transportation, lodging, meals, uniform items, uniform alterations and dry cleaning. The Air Force provides a state tax exemption letter (with federal tax exemption number) for these purchases. The Institution (via the AFJROTC instructors) shall obtain and submit documentation for authorized reimbursements in accordance with Air Force publications.

2. The Defense Finance & Accounting Service requires Institutions to establish a direct deposit System for Award Management (SAM) account, enabling an electronic funds transfer of reimbursement payments. SAM accounts must be renewed annually. The Institution shall maintain and provide original invoices, receipts and other supporting documentation used for reimbursement in accordance with DoD and Air Force publications.

G. Other Provisions.

1. **Ensure publication compliance.** The Institution shall comply with all Air Force publications governing unit operations, AFJROTC curriculum, student performance, instructor management, logistics management and financial management. Current publications are available to AFJROTC instructors via the WINGS database.
2. **Provide reports and meet deadlines.** The Institution shall facilitate completion, through Air Force channels, of necessary instructor evaluations, unit self-assessment reports, program status reports, equipment inventories, academic metrics, and other recurring and periodic reports required by the Air Force.

SECTION 3. BOTH PARTIES AGREEMENT. Contingent upon the acceptance of this MOA, both parties mutually agree as follows:

- A. **Maintain accreditation.** The Institution must maintain accreditation by a state or regional accreditation agency. Loss of accreditation shall be considered grounds for disestablishment action under paragraph 3.E.2 of this agreement.
- B. **AFJROTC instructor training and credentialing.** The Air Force may conduct periodic workshops at Air Force expense for instructors hired to conduct the AFJROTC program. The Institution shall require instructors to attend these workshops, which may be scheduled during or outside the normal academic school year. Attendance waivers may be authorized by the Air Force in extenuating circumstances. The Institution shall afford AFJROTC instructors the same privileges and support in attending workshops and professional meetings as are given other faculty members.
- C. **AFJROTC program evaluations.** Representatives of the Air Force shall be authorized to make visits to the Institution, both announced and unannounced, to evaluate the AFJROTC program, and ensure continued compliance with Air Force standards.
- D. **Actions on AFJROTC instructor certifications.** The Air Force shall have the right to place AFJROTC instructors on probational certification for any breach of Air Force or AFJROTC program standards. The Air Force shall have the right to withdraw, suspend or permanently

remove the certification of AFJROTC instructors for any breach of standards and the Institution will remove decertified personnel from the AFJROTC program.

E. MOA Termination Clauses.

1. This agreement may be terminated at the completion of any regular school year by either party, or sooner by mutual agreement. If the governing authorities of an Institution decide to discontinue their AFJROTC program, they must notify the Director, Air Force JROTC in writing at: Holm Center/JR, 60 West Maxwell Blvd, Maxwell Air Force Base, Alabama, 36112-6106.
2. Institutions which do not fulfill the provisions prescribed in this MOA, or in applicable Air Force publications, may be placed on probation. The appropriate Institution authorities will be required to correct the deficiency within a specified timeframe or risk disestablishment of the AFJROTC program.
3. The Commander, Jeanne M. Holm Center for Officer Accessions & Citizen Development, may terminate this agreement and withdraw the AFJROTC program if the best interest of the Air Force would be served by doing so, regardless of the provisions of paragraphs 3.E.1 and 3.E.2 of this MOA.
4. The governing authorities of the Institution shall, in the event of mutual or unilateral termination of this agreement, or in the event of disestablishment as prescribed by the Secretary of the Air Force, return to the Air Force all Air Force-owned equipment, supplies, uniforms, and educational curriculum materials in the custody of the Institution (to include all such items purchased using funds provided to the institution by the Air Force) in accordance with procedures and guidance in existence or provided by the Air Force at the time of the termination of this agreement or disestablishment of the AFJROTC program.

F. General Provisions.

1. This is a standardized agreement and the language contained herein shall not be modified.
2. Regardless of changes in the original signatories, this agreement shall remain in effect until officially terminated, or superseded, under a provision of sub-section 3.E.
3. The agreement shall become effective upon signature by the Institution's Superintendent (or equivalent), and the Director of Air Force Junior ROTC.
4. This agreement represents the entire agreement and supersedes any prior agreement, understandings, or representations between the Air Force and the institution pertaining to the establishment and maintenance of an AFJROTC program.

5. This agreement will be reviewed for currency as determined by the Air Force. The Air Force reserves the right to require renewal of this agreement by both parties if significant program changes occur.
6. This agreement is governed by and shall be construed under Federal Law.
7. Unless expressly stated in writing, signed by the Air Force, the waiver by the Air Force of any act, duty, or obligation required of the institution hereunder shall not be construed as a waiver of any other, or of any future act, duty, or obligation to be performed by the Institution.
8. Nothing in this agreement will be construed as obligating the Air Force, their officers, employees, or agents to expend any funds in excess of appropriations authorized for such purposes in violation of the Federal Anti-Deficiency Act (31 USC Section 1341).
9. Each undersigned representative of the parties to this agreement certifies he or she is fully authorized to enter into the terms and conditions of this agreement and to execute the same so as to effectively bind each party to its terms.
10. The Institution shall adhere to a policy of non-discrimination against students or instructors based on race, ethnicity, religion, national origin, gender, or any other category prohibited by law.
11. Unless otherwise stated herein, notices under this agreement must be in writing and shall be effective upon positive confirmation of receipt.

FOR THE INSTITUTION

 Dr. BRAIN STEPHENS, Superintendent
 Tracy Joint Unified School District

 (Date)

FOR THE AIR FORCE

 PAUL C. LIPS, Col, USAF
 Director, AFJROTC

 (Date)



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: January 10, 2019
SUBJECT: **Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment**

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Wolk, Susan Music	WHS	1/18/19	Personal

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Baca, Patricia Food Service Worker II	THS	12/21/18	Personal
Hackney, Tara IEP Para Educator I	THS	1/4/19	Accepted a Para Educator II position at West High School
Hallman, Jessica Clerk Typist I	S/WP	1/4/19	Accepted a Para Educator I position at McKinley School
Snyder, Annie Special Ed Para Educator I	McKinley	1/4/19	Accepted a Special Ed Para position at MVMS
Wright, Nidaluz Elementary Attendance Clerk	Poet	1/4/19	Accepted Elementary Attendance Clerk position at Hirsch

BACKGROUND:

CLASSIFIED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Kathleen Heredia M.S. Attendance Clerk	MVMS	12/31/18

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: January 10, 2019
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

CLASSIFIED

Azevedo, Sonia

Clerk Typist I (Replacement)
Williams Middle School
Range 23, Step C - \$15.39 per hour
4 hours per day
Funding: General Fund

Barnes, Alicia

School Supervision Assistant (New)
Villalovoz Elementary School
Range 21, Step C - \$14.69 per hour
1 hour per day; Tuesday through Friday
Funding: General Fund

Basravi, Samia

Secretary to Prevention Services (New)
Prevention Services/DSC
Range 32, Step C - \$18.95 per hour
4 hours per day
Funding: Targeted SES

Del Rosario, Laarnie

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

Hackney, Tara

Para Educator II (Replacement)
West High School
Range 30, Step A - \$16.47 per hour
6 hours per day
Funding: Targeted SES

Hallman, Jessica

Para Educator I (Replacement)
McKinley Elementary School
Range 24, Step D - \$16.47 per hour
3 hours per day
Funding: IASA – Title I

Lievsay, Sandra

46 Food Service Worker (New)

Villalovoz Elementary School
Range 22, Step C - \$15.02 per hour
3 hours per day
Funding: Child Nutrition School Program

Murray, James

Special Education Para Educator I
(Replacement)
Jacobson Elementary School
Range 24, Step C - \$15.73 per hour
6 hours per day
Funding: Special Education – IDEA Grant

Snyder, Annie

Special Education Para Educator I
(Replacement)
Monte Vista Middle School
Range 24, Step E - \$17.26 per hour
6 hours per day
Funding: Special Education

Wright, Nidaluz

Elementary Attendance Clerk
(Replacement)
Hirsch Elementary School
Range 28, Step E - \$18.95 per hour
8 hours per day
Funding: General Fund

BACKGROUND:

COACHES

Gonzalez, David

Assistant Wrestling
West High School
Stipend: \$3,907.11

Merkley, Erin

Assistant Track
Kimball High School
Stipend: \$4,690.66

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Brian Stephens, Superintendent
DATE: January 10, 2019
SUBJECT: **Appoint Representatives to the following committees:
Budget; City Schools Liaison; District Attendance Area;
Facilities Advisory; Facility Use Policy Review; Special Ed,
TAPFFA; Tracy Learning Center/Ad Hoc Board Member;
Charter Schools; Tracy Parks**

BACKGROUND: Education Code Sections 35143 and 72125 requires the governing board of each school district to hold an annual organizational meeting. The organization meeting was held on December 11, 2018, however, the board chose to wait to appoint members to the committees until every board member seat was filled. The board vacancy was filled on January 17, 2019.

RATIONALE: Now that the we have a full board, the committees will be assigned.

FUNDING: N/A

RECOMMENDATION: Appoint Representatives to the following committees:
Budget; City Schools Liaison; District Attendance Area; Facilities Advisory; Facility Use Policy Review; Special Ed, TAPFFA; Tracy Learning Center/Ad Hoc Board Member; Charter Schools; Tracy Parks.

Prepared by: Dr. Brian R. Stephens, Ed.D. Superintendent.

**TRACY UNIFIED SCHOOL DISTRICT
APPROVED JANUARY 22, 2019**

2019 COMMITTEES:	ABERCROMBIE	ALEXANDER	COSTA	KAUR	PEKARI	SILCOX	SOUZA
OFFICERS							
BUDGET (Alt-)							
CHARTER SCHOOLS							
CITY SCHOOLS (Alt-)							
DISTRICT ATTENDANCE AREA							
FACILITIES ADVISORY (Alt-)							
FACILITY USE POLICY REVIEW (Alt-)							
SPECIAL ED							
TAPFFA (Alt-)							
TRACY LEARNING CTR/ AD HOC BOARD MEMBER (Alt-)							
TRACY PARKS (Alt-)							



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: January 11, 2019
SUBJECT: **Accept the 2017-18 Independent Financial Audit and Performance Audit for Measure B General Obligation Bond**

BACKGROUND: When a school bond measure is authorized pursuant to Section 1 of Article XIII A of the California Constitution as amended with the passage of Proposition 39 which was approved by voters on November 7, 2000, the School Board is subject to certain accountability requirements. Proposition 39 requires that each year the Board conduct an independent audit for the purpose of ensuring that the Bond proceeds have been expended only on specific projects as listed in the bond measure. In addition, each year the Board must conduct an independent financial audit of expended Bond proceeds until all of the funds have been expended on the specific school facilities projects from the project list.

RATIONALE: The audits for the 2017-18 fiscal year are complete and are being brought to the board for acceptance. The financial report states that in the auditor's opinion, the district's records represent fairly, in all material respects, the financial position and results of operations for the Bond Building Funds of Tracy Unified School District. The objective of the performance audit is to provide an independent assessment of the District's compliance with certain state laws and procedures to ensure that the bond funds have been expended only on the specific projects listed in the ballot measure. There were no recommendations or matters to report in the financial and performance audits.

FUNDING: The costs of the annual audits are funded by bond proceeds.

RECOMMENDATION: Accept the 2017-18 Independent Annual Financial Audit and Performance Audit for Measure B General Obligation Bond

Prepared by: Bonny Carter, Director of Facilities and Planning



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 9, 2019
SUBJECT: **Approve Adoption of Instructional Materials for International Baccalaureate Psychology**

BACKGROUND: International Baccalaureate (IB) Psychology is a course in the International Baccalaureate Programme at Tracy High School. The International Baccalaureate Diploma Programme revised the course in 2018 which necessitates new instructional materials.

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 recommended by the Curriculum Council for adoption for the Tracy Unified School District's International Baccalaureate Psychology course: *IB Psychology Course Book (2nd 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 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 per course section will be provided by Local Control Funding Formula funds reserved for the purchase of instructional materials.

RECOMMENDATION: Approve Adoption of Instructional Materials for International Baccalaureate Psychology.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 9, 2019
SUBJECT: **Approve Adoption of Instructional Materials for History-Social Science Instructional Materials Grades 6-12**

BACKGROUND: The California Department of Education revised the California Framework for History-Social Science in 2016 which necessitates new instructional materials. As part of the instructional materials adoption process, 6-12 History-Social Science (H-SS) teachers evaluated, piloted, and analyzed textbooks between May, 2018 and December, 2018.

After the pilot ended, pilot teachers met to select the programs that they found to be most effective for the needs of Tracy Unified School District’s students, based on evidence from their pilot and analysis processes. Community members were made aware of the adoption process through public announcements and public review of materials at the Instructional Media Center.

The Curriculum Council recommends 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 Times	National Geographic/Cengage	2018
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 demonstrate 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 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 \$2,100,000 will be provided by one-time state funds reserved for the purchase of instructional materials.

RECOMMENDATION: Approve Adoption of Instructional Materials for History-Social Science Instructional Materials Grades 6-12.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 9, 2019
SUBJECT: **Approve Adoption of Instructional Materials for IB Philosophy SL**

International Baccalaureate (IB) Philosophy is a course in the International Baccalaureate Programme at Tracy High School. The course underwent a revision by the IB Diploma Programme in 2016 which necessitates new instructional materials. IB Philosophy already uses *The Ethics of Authenticity* by Charles Taylor and requires an additional monograph.

The IB philosophy instructor selected a new 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 monograph is recommended by the Curriculum Council for adoption for the Tracy Unified School District's International Baccalaureate Philosophy SL 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 book 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 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 \$1,200 per course section will be provided by Local Control Funding Formula funds reserved for the purchase of instructional materials.

RECOMMENDATION: Approve Adoption of Instructional Materials for IB Philosophy SL

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 11, 2019
SUBJECT: **Approve Data Sharing and Service Partnership Agreement between Tracy Unified School District and The Foundation for California Community Colleges on behalf of: The California College Guidance Initiative**

BACKGROUND: College Next is a collaboration between the California Community College Office of the Chancellor and the California State University Office of the Chancellor that makes partnership with the California College Guidance Initiative (CCGI) free of charge for K-12 districts in the central valley through the 2021-22 academic year. The Central Valley Higher Education Consortium has also partnered with the chancellor's offices in this effort to develop a unified data sharing infrastructure for the region. The initiative is designed to enhance the college-going culture of the Central Valley and give educators resources to deepen collaboration between higher education and K-12.

CCGI is a statewide nonprofit housed within the Foundation for California Community Colleges that works with K-12 districts, colleges, and universities to:

- Help all high school seniors graduate with clear postsecondary goals that are supported by a well-informed plan for how to achieve them.
- Ensure students' academic transcript data flows with them as they advance from K-12 into higher education to support important decisions about admissions and enrollment, academic course placement and financial aid.

To meet its goals, CCGI manages CaliforniaColleges.edu, the state's college and career planning platform. It also develops data-sharing partnerships with K-12 districts that allow educators, students, and parents to use individual student data in real-time to help students stay on track toward meeting their postsecondary goals. Finally, CCGI provides a reliable way to move academic data from K-12 to community college and CSU campuses to support admissions, enrollment, and placement. Educators can use CaliforniaColleges.edu to keep track of academic progress and postsecondary planning for individual students, helping to make guidance interventions more meaningful. Additionally, they can run aggregate reports to monitor outcomes for groups of students within a school. This provides timely actionable information for counselors and administrators committed to improving "a-g" completion and academic preparedness.

RATIONALE: CCGI works closely with partner districts, providing districts with dedicated support for training, professional development, and ongoing guidance. They work with district staff to help facilitate the planning and implementation process that makes use of CaliforniaColleges.edu an integral part of the district's local college and career readiness plan for students. Partner districts push student data from the student information system to CaliforniaColleges.edu monthly, which enables data-informed tools on the platform to move pre-verified transcript data to a community college or CSU to inform admissions, enrollment, placement, and guidance. Transcript data that is uploaded is matched against the UC- approved course list to clearly show student progress towards meeting "a-g" subject requirements.

Also embedded in CaliforniaColleges.edu is a comprehensive 6th - 12th grade college and career planning curriculum that educators can use to facilitate grade level appropriate lesson plans with their students. Students can use these resources independently to identify a career, learn which program, major, degrees or certificates are necessary to work in that field, and find a college where they can pursue those interests.

This agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There is no cost for this agreement as the services are free.

RECOMMENDATION: Approve Data Sharing and Service Partnership Agreement between Tracy Unified School District and The Foundation for California Community Colleges on behalf of: The California College Guidance Initiative.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services and Human Resources
DATE: January 9, 2019
SUBJECT: **Approve Funding for the United States Department of Education’s Education Innovation and Research Grant, *Leadership of STEM: The PreK-12 STEM Pathway*, for the 2018-2023 School Years**

BACKGROUND: The Next Generation Science Standards (NGSS) are California’s science standards, adopted in November, 2013. They incorporate significant scientific advances our students must learn to be educated for the 21st century. TUSD’s 6-year WestEd K-8 NGSS Early Implementation Initiative grant from 2014-2020 has set the foundation for TUSD’s NGSS implementation. To sustain and expand this work, TUSD partnered with Community Training and Assistance Center (CTAC) to identify new grant-funded opportunities. CTAC is a national, minority-controlled, nonprofit organization with a 40-year record of success in supporting communities and school districts in achieving significant, long-term improvements in areas such as student achievement, teacher effectiveness, and organizational capacity. Their priority is student equity and their approach is based in improvement science, making them a good match to TUSD.

In Spring 2018, TUSD and CTAC partnered to apply for an Education Innovation and Research (EIR) grant from the United States Department of Education (US Ed). CTAC and TUSD’s project, *Leadership of STEM: The PreK-12 STEM Pathway*, (*PreK-12 STEM*) provides students a multi-disciplinary STEM project-based curriculum that is engineering- and computer science-centered. It ensures that every student has a STEM learning trajectory that progresses through elementary, middle, and high school. Moreover, it increases the number of underrepresented students (girls, students of color and low-income students) engaged in STEM learning.

On October 1, 2018, US Ed notified CTAC and TUSD that *PreK-12 STEM* was accepted. US Ed received 284 grant applications; TUSD received one of only 18 awards in 2018. TUSD and CTAC were awarded a total of \$3,929,520 to be used over five years to carry out *PreK-12 STEM*, including technical assistance and evaluation services. This grant will support District plans to sustain the NGSS implementation and expand into STEM, with a focus on engineering and computer science for every student in TUSD. CTAC will

provide technical assistance to support TUSD; in addition, CTAC and TUSD have also partnered with Abt Associates to provide the required ongoing independent evaluation; all three partners share the grant award.

RATIONALE: Acceptance of this grant supports District plans for implementation of *PreK-12 STEM*, which is founded on three promising approaches: placing engineering and computer science at the center of student learning to be used as levers to advance students' mastery of math, science, and English language arts (ELA); implementing STEM as a PreK-12 pathway to engage students from the earliest grades; and integrating STEM into the core curriculum that serves all students to ensure equity.

This Agenda item meets District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; Goal 2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and Goal 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: TUSD will provide the use of existing personnel to support this project as an in-kind match. In addition, Local Control Accountability Plan funds, Goal 1, Action 6, used to support NGSS implementation, will be directed to support and sustain PreK-12 STEM.

RECOMMENDATION: Approve Funding for the United States Department of Education's Education Innovation and Research Grant, *Leadership of STEM: The PreK-12 STEM Pathway*, for the 2018-2023 School Years.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 22, 2019
SUBJECT: **Approve Agreement for Special Contract Services with the International Center for Leadership in Education (ICLE) a Division of Houghton Mifflin Harcourt to Provide Professional Development for District Administrators, Site Administrators and Teachers in the 2019-2020 School Year**

BACKGROUND: The International Center for Leadership in Education (ICLE), a division of Houghton Mifflin Harcourt (HMH), is uniquely qualified to assist Tracy Unified School District with the development and implementation of our continued district-wide initiative to foster rigorous and relevant learning environments. Since 1991, ICLE has been at the forefront of promoting rigorous and relevant instruction and developing effective instructional leaders. ICLE has produced proven strategies, techniques, and research-based programs that have helped states, districts, and schools drive student achievement through data driven instruction. As a division of HMH, ICLE is best able to support Tracy Unified in making connections between the designed Units of Study and the need to move toward increasing rigor, relevance, and relationships for all students. The District has a planned partnership with ICLE for 3 years to provide professional development for district teachers and administrators for increasing rigorous and relevant instruction and relationships for all students. The 2019-2020 school year will be the third year of the partnership with ICLE.

RATIONALE: The International Center for Leadership in Education (ICLE) of Houghton Mifflin Harcourt partnered with the District to provide staff development beginning in 2014 with the Rigorous Curriculum Design (RCD) process. During the 2017-2018 and 2018-2019 school years, the District partnered with them to provide professional development in the Rigor/Relevance Framework to district and site administrators and teachers. The District's goal is to shift to a student-centered model focused in students working and thinking about their learning.

Through a comprehensive and blended approach, this contract is tailored to support our continued implementation of the California Standards through a series of courses and coaching to fit our leadership needs, as well as the context of the District. The implementation process is supported by an online tool, accessible by both Administrators and ICLE Leadership Consultants, where school-specific data is collected, goals are set, and progress is monitored to continue to build effective instructional leaders, capable of unlocking the instructional power of each teacher and, in turn, the learning potential of all students.

A common understanding of the Rigor/Relevance Framework and a system-wide approach to rigor, relevance and relationships provides leadership teams with the skills required to implement a collaborative approach to teacher support. The purpose of Year 3 is to deepen leadership skills in the area of organizational and instructional leadership. Leadership courses and coaching modules will focus on

providing effective feedback to teachers, building leadership capacity, and using classroom data in a meaningful way.

At the January 8, 2019 School Board meeting, the Board received a report from the District on the work that has been done to date in the implementation of the Rigor/Relevance Framework at school sites in order to increase the rigorous and relevant instruction and relationships for all students.

This contract includes a total of 146 on site days and a number of components including coaching days for administrators and teachers with ICLE coaches uniquely skilled at providing training and implementation support of the Rigor/Relevance Framework, along with high-leveraging instructional strategies aimed at improving student outcomes.

The purpose of this professional development is to continue to train and support all site and district administrators and teachers in the Rigor/Relevance Framework in order to improve instruction and student outcomes. The first component includes the District annual leadership and strategic planning training in July 2019 for district and site administrators and teacher site leadership teams. The second component includes 3 days of leadership training for rigorous learning for all site administrators and District administrators and teacher leaders during the District's Leadership Academy and 3 days of training for new administrators to the District and site teacher leaders. The third component includes 8 days at each of the 17 school sites for a total of 136 days of on-site, job-embedded coaching and support from the ICLE coaches. This support includes, but is not limited to:

- Training on the Daggett System for Effective Instruction
- Building understanding of how rigor, relevance, and relationships support the foundations of effective instruction
- Supporting the development of action items for creating engaging learning environments
- Training and implementation support for effective instructional strategies to increase rigor and relevance
- Professional development of higher level thinking through questioning, academic discussion, and writing strategies
- Calibration of instructional rounds focused on the Rigor/Relevance Framework
- Site leadership coaching to build the capacity of the site leadership team in implementing Rigor/Relevance effectively at each individual school site

This agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost for the 146 days of professional development training is \$474,500.00 and will be paid by District Title I funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with the International Center for Leadership in Education (ICLE) a Division of Houghton Mifflin Harcourt to Provide Professional Development for District Administrators, Site Administrators and Teachers in the 2019-2020 School Year

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

Leadership for Rigorous Learning

Building a Culture to Support Instructional Excellence

Proposed Comprehensive Scope of Work for Tracy Unified School District

What ICLE Heard

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

How ICLE Can Help

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

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

Our Recommended Strategy

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

PHASE 3: SUSTAINING THE IMPACT – 146 Total On-Site Days

- District Services:
 - Component 1: Leadership and Strategic Planning – Yearly Kickoff
 - One day with four consultants to be delivered in July 2019
 - Component 2: Deepening Leadership for Rigorous Learning: 6 days
 - 3 days for *NEW* administrators and teachers with ICLE consultant Emily Freeland
 - 3 days with all district and site leadership during Tracy's annual "Leadership Academy"
 - Component 3: 27th Annual Model Schools Conference
- School Site Services:
 - Component 4: Deepening Rigorous Instruction and Coaching: 136 Total Days
 - 8 days at each of 17 school sites

Implementation Flexibility and Ongoing Progress Monitoring

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

PHASE 3: SUSTAINING THE IMPACT

A common understanding of the Rigor/Relevance Framework and a system-wide approach to rigor, relevance and relationships provides leadership teams with the skills required to implement a collaborative approach to teacher support. The purpose of Year 3 is to deepen leadership skills in the area of organizational and instructional leadership. Leadership courses and coaching modules will focus on providing effective feedback to teachers, building leadership capacity, and using classroom data in a meaningful way.

➤ Component 1: Leadership and Strategic Planning – Kickoff New School Year

Building on upfront analysis and ongoing collaboration, ICLE will work with each school and at the district level to prioritize needs, develop an action plan and determine how to measure our efforts. All of this comes together in the **Strategic Plan**, which serves as a road map for each school improvement initiative. This process can build off of existing improvement planning efforts the district already has in place and will be tailored based on the needs of individual schools. Components may include:

- Prioritization of goals to build system-wide capacity
- Alignment of assets and resources to the highest priority goals
- Assignment of roles, responsibilities, timelines and budgets to drive improvement efforts
- Development of a communication and continuous improvement systems to ensure that the plan drives day-to-day decisions at the school and district levels

➤ Component 2: Leadership for Rigorous Learning: Skills and Coaching

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

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

Deepening Leadership for Rigorous Learning Skills
Skill 1: Supporting Teachers to Increase Student Learning
Skill 2: Collaborating to Increase the Relevance of Learning
Skill 3: Communicating Effectively to Increase Learner Engagement
Skill 4: Establishing a Clear Focus and Taking Action on Data

Skill 1: Supporting Teachers to Increase Student Learning

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

Learning Outcomes:

- Shift focus from teacher evaluation to a collaborative approach

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

Skill 2: Collaborating to Increase the Rigor of Student Learning

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

Learning Outcomes:

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

Skill 3: Communicating Effectively to Increase Relevance and Learner Engagement

To increase student learning, leaders must be able to observe practice, develop recommendations, and effectively provide feedback to teachers. In this experience, leaders will identify strategies to increase their effectiveness in communicating how to increase relevance and learner engagement. Leaders will reflect on planning tools and classroom observations to gauge the levels of relevance and engagement and calibrate their findings. Leaders will then engage in strategies to make feedback more meaningful and authentic to teachers.

Learning Outcomes:

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

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

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

session with strategies for engaging staff in the process, and a draft communication plan to share with appropriate stakeholders.

Learning Outcomes:

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

JOB-EMBEDDED LEADERSHIP COACHING:

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

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



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

- **Pre-visit Meeting:** During the pre-visit meeting, the ICLE coach and leader sit down with the teacher to discuss the standards-aligned lesson that will be observed during the classroom visit. Using the pre-observation form submitted by the teacher, the leader facilitates a collaborative conversation to build understanding, clarify expectations, establish the focus for the classroom visit, and review the criteria in the rubrics that will be used during the visit.

- Classroom Visit:** During the visit, the ICLE coach and leader observe classroom instruction. Guided by the online tool, the leader identifies and documents evidence of rigor, relevance, and engagement (see image below) in student learning which will inform the observation report and debrief discussion. During the classroom visit, the coach and leader observe student learning 80% of the time, instructional design 20% of the time.

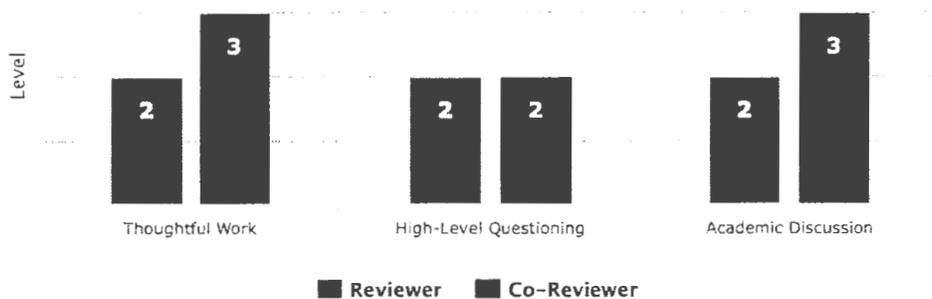
		INSTRUCTIONAL STRATEGIES				GENERAL NOTES
		Rigor	Relevance	Engagement		
		Thoughtful Work	High-Level Questioning	Academic Discussion		
		Progression	1 - Emerging	2 - Emerging	3 - Developed	4 - Well Developed
		Learning	Observed	Not Observed	Not Observed	Not Observed
Student Learning	Students demonstrate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

Clear Selection

- Debrief:** The ICLE coach and leader meet with the teacher to review findings and provide meaningful formative feedback focused on rigor, relevance, and engagement for that specific lesson. Through a collaborative discussion about the instructional strategies aligned to increase student learning and notes from the observation report, leaders support the teacher in action planning and applying targeted and actionable feedback in the classroom, fostering a collaborative relationship in which the teacher feels supported rather than evaluated.
- Application:** Collaboratively, the ICLE coach and leader work with the teacher to develop goals and actions based on the experience and apply what they have learned to future lessons.

Data Collection and Progress Monitoring

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



Potential Coaching Modules

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

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

> Component 3: 27th Annual Model Schools Conference

No professional learning initiative is complete without taking part in Model Schools Conference. This intensive four-day event brings together like-minded educators throughout the country—teachers and leaders who are focused on raising the bar on instruction, revolutionizing school leadership, engaging students like never before, and looking around the corner at education innovations we cannot even imagine yet.

As we do each year, we will feature the nation’s most rapidly improving schools and detail their innovative practices. Every attendee will walk away with concrete ideas of how to adopt similar changes in their own school or district. The event provides countless networking opportunities to learn from other schools, hands-on sessions that immerse attendees in the kind of instruction that will prepare students for successful futures, and countless moments of inspiration, motivation, and empowerment.

This event includes:

- 100+ sessions providing concrete approaches to preparing students for college and career success
- 20+ model schools share their success stories and innovative practices
- Hands-on sessions immerse participants in effective leadership and instruction

Participants will return home energized, inspired and equipped with resources and strategies to affect positive change in their schools and classrooms immediately.

This event takes place June 23 – 26, 2019 in Washington, D.C.

> Component 4: Rigorous Instruction : Deepening Skills and Coaching

All ICLE Professional Development Sessions are personalized to the needs of each school. Before each session, the consultant will have a meeting with the site leadership team to plan the session, and align the work to the overall vision.

Research and observation support what most educators see as common sense: what goes on between the teacher and each student is central to high-level learning. Effective teaching is not the end goal, however; it is the means to an end: student achievement. ICLE recommends the following foundational skills to build a common framework for effective teaching. Personalized coaching sessions will be based on this framework.

Rigorous Instruction: Deepening Skills
Skill 1: Building Positive Relationships
Skill 2: Designing Quad D Lessons

Skill 1: Building Positive Relationships

From improved self-esteem to increased engagement, there are many benefits of establishing positive relationships, most importantly student growth. The types of relationships we have with students, other adults, and even our mobile phones shape our personal connections. Communicating with one another through various modalities, being effective listeners and a source of encouragement for others are among the strategies modeled and explored during this day-long course. This interactive, highly engaging experience will provide teachers with practical, easy to implement strategies.

Following the completion of this course, the participant will be able to:

- Understand the effects relationships have on learning and student performance
- Identify effective strategies for developing strong student-student relationships, student-teacher relationships, and teacher-teacher relationships.
- Analyze the connection between strong relationships and rigor, relevance, and engagement
- Create processes and procedures for building positive relationships with students and the school community, face to face and virtually
- Begin the planning process for emphasizing relationships in daily practice

Skill 2: Designing Quad D Lessons

This one-day course will assist teachers in preparing students for 21st Century Skills for College and Career Readiness. Participants will learn the process to design lesson plans that meet the highest criteria of the Rigor/Relevance Framework[®], Quadrant D. Participants will explore lesson plan phases, frameworks for lesson flow, tools, and strategies that support quad D learning. Teachers will observe, experience, and evaluate model lessons that demonstrate high rigor/high relevance and will be guided through the beginning stages of designing their own lesson plan.

Following the completion of this course, the participant will be able to:

- Implement effective instructional strategies to raise rigor and relevance
- Describe the elements of an effective lesson
- Recognize and evaluate with justification the level of rigor and relevance present in a model lesson
- Utilize tools to help construct rigorous and relevant lessons

JOB-EMBEDDED INSTRUCTIONAL COACHING

ICLE instructional coaches will use their relevant experience and a selection of high-quality resources to best meet the instructional needs of each teacher aligned to their individual goals. During the process, best practices will be introduced and modeled with personalized consultation to ensure teachers can design and implement these strategies in their own instruction.

The following nine skills are organized by rigor, relevance, and learner engagement to guide teachers through planning effective learning experiences. During the coaching process, the teacher and instructional coach will determine which module content best aligns with student learning needs.



Topics	Skills	Learning Outcomes
Rigor	Thoughtful Work	<ul style="list-style-type: none"> • Reflect on existing levels of rigor, relevance and learner engagement • Establish a common definition of the indicator and related concepts • Distinguish among levels of student work for each indicator • Increase the level of effectiveness for each indicator in lesson design and instruction • Plan for and apply strategies to shift instruction to increase student learning
	High-Level Questioning	
	Academic Discussion	
Relevance	Meaningful Work	
	Authentic Resources	
	Learning Connections	
Learner Engagement	Active Participation	
	Learning Environment	
	Formative Tools and Processes	

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

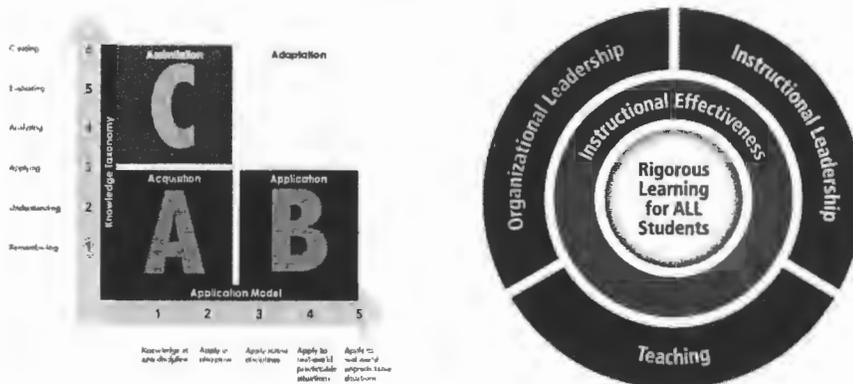
Investment Summary: 2019 – 2020 School Year

146 Total Days - 10 Days for District and Site Leadership - 136 Days for Individual School Sites (teachers and leaders)	Investment	
Component 1: Leadership and Strategic Planning: (1 day with 4 consultants) <i>Full-day, on-site session with District and Site Leadership of Tracy USD and the 4 ICLE partner consultants. Focus of the session will be to debrief current work, gauge progress, and continue to plan for 2019-20 school year.</i> <ul style="list-style-type: none"> - ICLE Director of Professional Learning will be on-site for lead and facilitate this session, as well as providing ongoing support - To be delivered in July 2019 	\$13,000	
Component 2: Deepening Leadership for Rigorous Learning (6 days) <i>Full-day, on-site sessions with District and Site Leadership of Tracy USD. All learning and coaching sessions will be personalized to meet the needs of the participant group. Please refer above for session skills.</i> <ul style="list-style-type: none"> - 3 days for NEW administrators and teachers with ICLE consultant Emily Freeland - 3 days with all district and site leadership during Tracy's "Leadership Academy" 	\$19,500	
Component 3: 27th Annual Model Schools Conference <i>Complimentary registrations for 3 participants from Tracy USD (Valued at \$670 per person)</i>	Free of Charge (\$2,010 Value)	
Component 4: Deepening Rigorous Instruction and Coaching (136 total days) <i>Full-day, on-site sessions with site administration, instructional coaches, and teachers of 17 school sites. Please refer above for sessions skills.</i> <ul style="list-style-type: none"> - 8 coaching days per each of 17 schools 	\$442,000	
Total (All inclusive)	Original Total	\$593,310
	Total with Quantity Discount	\$496,692
	Total with Quantity and Additional Discount	\$474,500.00

APPENDIX

➤ ICLE's Approach to Rigorous Learning

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



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 Houghton Mifflin Harcourt Publishing Company DBA International Center for Leadership in Education (ICLE), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide Professional Development for District Administrators, Site Administrators and Teachers in the Rigor/Relevance Framework for the California Content Standards for the 2019-2020 school year in the Tracy Unified School District.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 146 () [] HOURS [X] DAYS, under the terms of this agreement at the following location TUSD School Sites and District Office.

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

- a. District shall pay \$ 474,500.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 474,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2019, and shall terminate on June 30, 2020.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED: Houghton Mifflin Harcourt Publishing Company

Digitally signed by Lisa Jacobson
DN: cn=Lisa Jacobson, o=Houghton
Mifflin Harcourt, email=Lisa.Jacobson@harcourt.com,
c=US
Date: 2019.01.16 13:54:49 -0500

Contractor Signature _____ Title _____
IRS Identification Number _____
Director, Bids and Contracts
Title _____
Houghton Mifflin Harcourt Publishing Company
Address _____
125 High Street, Boston, MA 02110

Tracy Unified School District
Date _____
Account Number to be Charged _____
Department/Site Approval _____
Budget Approval _____
Date Approved by the Board _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: January 8, 2019
SUBJECT: **Approve Agreement with The Regents of the University of California for teacher candidates to obtain a Preliminary Multiple or Single-Subject Credential**

BACKGROUND: Tracy Unified School District currently employs teacher candidates through a number of colleges and universities. This has aided the District in increasing the number of candidates that are available for a variety of teaching positions within the district. A contract with the Regents of the University of California will expand options for meeting staffing needs. This agreement will be in effect during the 2018-2019 school year.

RATIONALE: By approving this agreement, the District will expand its pool of applicants for Teaching positions. This agenda item meets 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 cost to the District.

RECOMMENDATION: Approve Agreement with The Regents of the University of California for Teacher Candidates to Obtain a Preliminary Multiple or Single-Subject Credential.

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

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
TRACY UNIFIED SCHOOL DISTRICT
FOR COOPERATION IN TEACHER CREDENTIALING

This Agreement is made and entered into this DATE in the State of California, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation on behalf of the University of California, Merced, Extension (hereafter referred to as "UNIVERSITY") and TRACY UNIFIED SCHOOL DISTRICT (hereafter referred to as ("DISTRICT")) collectively referred to as PARTY or PARTIES. The objective of this Memorandum of Understanding (MOU) is to develop a certification pathway for DISTRICT Teacher Candidates to obtain a preliminary multiple or single-subject teaching credential.

RECITALS

WHEREAS, UNIVERSITY has met all the requirements and preconditions established by state law, specifically those established by the California Commission on Teacher Credentialing ("COMMISSION") and/or Committee on Accreditation; and

WHEREAS, DISTRICT is a California public school which operates schools suitable for practice teaching and field experience needs; and

WHEREAS, it is to benefit of both the UNIVERSITY and DISTRICT that DISTRICT Teacher Candidates have opportunities to develop their capabilities as practitioners and both the UNIVERSITY and DISTRICT desire to partner together to establish a certification pathway to obtain a preliminary multiple or single-subject teaching credential aligned with the provisions of applicable state law and regulations ("PROGRAM"); and

WHEREAS, it is understood and agreed by and between the Parties of this Agreement that they wish to enter into this Agreement in order to ensure the requirements of the COMMISSION will be met and provided to the Teacher Candidates and shall complete their respective responsibilities in connection with this Agreement during its term.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements, set forth herein, the receipt and sufficiency of which are hereby acknowledged, the PARTIES agree as follows:

I. TERM AND TERMINATION

- A. This Agreement shall become effective as of the date first written above once both PARTIES have executed the Agreement and shall continue in full force and effect through DATE. The PROGRAM Year shall end in DATE, with the exact day varying from year to year as determined by the then-current applicable DISTRICT certificated work year calendar.
- B. Notwithstanding anything to the contrary stated in this Agreement, either PARTY may terminate this Agreement for convenience upon thirty (30) days' written notice.

In the event DISTRICT chooses to terminate the Agreement for convenience in accordance with this Article, any Teacher Candidates assigned at DISTRICT schools when DISTRICT gives notice may continue to train until the end of the Teacher Candidates' current UNIVERSITY semester.

- C. This Agreement may be terminated immediately by either PARTY hereto should the other PARTY fail substantially to perform in accordance with the terms hereof through no fault of the terminating PARTY and such failure continues for thirty (30) days after notice thereof is delivered by the non-defaulting PARTY.

II. CERTIFICATION PROGRAM FOR TEACHER CANDIDATES

- A. DISTRICT shall employ academic coach(es) in support of DISTRICT Teacher Candidates. UNIVERSITY will employ the academic coach(es) as a cooperating instructor, with part-time compensation to be determined on the basis of instructional load, not to exceed three teacher credential courses per semester. DISTRICT will make a final determination regarding academic coach(es) compensation and assigned duties. The academic coach will be responsible for providing DISTRICT Teacher Candidates with advising pertinent to efficient completion of the preliminary multiple or single-subject teaching credential. UNIVERSITY will provide the academic coach with training for PROGRAM advising purposes. UNIVERSITY will provide the academic coach with PROGRAM advising support via weekly video conference meetings involving relevant resources including financial aid, student services, library, academic support, and credential analyst. One academic coach will be responsible for co-instructing evening teaching credential courses for local Teacher Candidates at a DISTRICT classroom facility. UNIVERSITY will provide core faculty as lead instructor for teaching credential courses, to be remotely present in class through video conferencing. UNIVERSITY will provide approved, accredited credential courses, curriculum, video conferencing software, and learning management for DISTRICT Teacher Candidates. DISTRICT Teacher Candidates will be matriculated students at UNIVERSITY. DISTRICT shall have clearly defined qualifications for the academic coach to include: (1) understanding of the context of schooling; (2) ability to model best professional practices in teaching and learning, scholarship, and service; (3) knowledgeable about diverse abilities, cultural, language, ethnic, and gender diversity; and (4) thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools, and hold a valid California Clear Teaching Credential and an earned master's degree in psychology, education, curriculum, instruction, or related field. (Note: One who holds a valid teaching credential has undergone livescan fingerprints and a background check.)
- B. DISTRICT will provide a dedicated classroom facility for evening DISTRICT Teacher Candidate teacher credential courses. The classroom will have stable high-speed internet and a video conferencing camera. The classroom will have adequate security and information technology support. The classroom will be equipped with hands-on, project-based learning materials as specified by UNIVERSITY.
- C. UNIVERSITY will make a final enrollment decision regarding each evening DISTRICT Teacher Candidate course section. The minimum enrollment threshold for an evening DISTRICT Teacher Candidate course section shall be seven Teacher Candidates. UNIVERSITY will employ a DISTRICT academic coach as cooperating instructor for course sections with seven

or more Teacher Candidates. Course sections with seven or more Teacher Candidates will meet in a DISTRICT classroom rented by UNIVERSITY according to Tier 5 non-profit rates per AR 1330.1. DISTRICT will make classroom rental options available according to the UNIVERSITY evening course schedule. UNIVERSITY evening classrooms will be rented during the UNIVERSITY semester or summer session (M-Th; between 4:00 PM-8:00 PM). DISTRICT will reserve the rented classroom for evening DISTRICT Teacher Candidate use. DISTRICT will ensure classroom rental does not extend beyond the standard custodial shift at the school site.

DISTRICT Teacher Candidates requiring a teacher credential course, but not numbering seven individuals, will be enrolled in a *synchronous hybrid* learning course section at UC Merced. Synchronous hybrid learning classes are teacher credential courses in which online and face-to-face students interact during a shared, synchronous evening session at UC Merced. DISTRICT Teacher Candidates will participate in a synchronous hybrid course through video conferencing software. UNIVERSITY will not employ a DISTRICT academic coach as coordinating instructor for synchronous hybrid learning courses. UNIVERSITY will not rent a DISTRICT classroom for synchronous hybrid learning courses.

- D. UNIVERSITY will send a program director, credential analyst, and core faculty to DISTRICT for an orientation meeting prior to the beginning of each semester. The orientation meeting will involve DISTRICT academic coach(es), qualified supervisors, and Teacher Candidates. UNIVERSITY will provide a mid-term Saturday intensive session on cross-disciplinary, hands-on, project based learning for DISTRICT Teacher Candidates and certificated staff selected by DISTRICT.
- E. DISTRICT shall provide qualified supervisor(s) (Cooperating Teacher) who will serve as the on-site guide, observing the Teacher Candidate at the classroom level and in collaboration with the UNIVERSITY'S Site Supervisors (University Mentors).

III. SELECTION AND QUALIFICATIONS OF SUPERVISORS

- A. DISTRICT and UNIVERSITY shall each provide a qualified supervisor to assist each Teacher Candidate. DISTRICT and UNIVERSITY shall independently determine the qualifications of their respective supervisors.
- B. DISTRICT shall provide a qualified supervisor who will serve as the on-site guide, observing the Teacher Candidate at the classroom level and in collaboration with the UNIVERSITY'S Supervisors (University Mentors). DISTRICT'S Supervisor (Cooperating Teacher) shall be the school sites' principal or assistant principal, unless designated otherwise.
- C. DISTRICT shall assign a Supervisor (Cooperating Teacher) to each Teacher Candidate prior to assuming daily teaching responsibilities. DISTRICT shall select and evaluate such Supervisor (Cooperating Teacher) in accordance with DISTRICT policy and practices and based on clearly defined description of qualifications to include: (1) valid corresponding Clear or Life credential; (2) Three (3) years successful teaching experience; and (3) English Learner Authorization (ELA) if responsible for providing specified ELA support.

- D. UNIVERSITY shall provide Supervisors (University Mentors) for all Teacher Candidates. UNIVERSITY shall have clearly defined qualifications for UNIVERSITY Supervisors (University Mentors) to include: (1) current knowledge in the content they teach; (2) understanding of the context of schooling; (3) ability to model best professional practices in teaching and learning, scholarship, and service; (4) knowledgeable about diverse abilities, cultural, language, ethnic, and gender diversity; and (5) thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

IV. TIMING AND HOURS OF SUPERVISION OF TEACHER CANDIDATES

- A. UNIVERSITY Supervisors (University Mentors) shall, using video recording or capture, review Teacher Candidates in the fieldwork placement environment six times during the semester.
- B. DISTRICT shall provide sufficient resources, including the identification of protected time for the DISTRICT Supervisor (Cooperating Teacher), to work with the Teacher Candidate during the school day to include clearly defined expectations for type and frequency of mentoring.

V. ROLES AND RESPONSIBILITIES

- A. DISTRICT and UNIVERSITY agree to adhere to the distribution of Teacher Candidate support and supervision responsibilities.
- B. DISTRICT agrees to provide protected time for DISTRICT Supervisor (Cooperating Teacher) to work with Teacher Candidates within the school day. DISTRICT Supervisor (Cooperating Teacher) will log all support activities provided for Teacher Candidates.
- C. DISTRICT and UNIVERSITY supervisors will meet together regularly with Teacher Candidates to ensure Teacher Candidates are following the California Teaching Performance Expectations (TPE's) or other such standards as may be applicable to the specific regular standard credential each Teacher Candidate is seeking to obtain.
- D. UNIVERSITY shall provide orientation and training for the DISTRICT Supervisor (Cooperating Teacher) and UNIVERSITY Supervisor (University Mentor).
- E. DISTRICT shall include Teacher Candidates in appropriate DISTRICT support programs and regularly scheduled staff development activities, as appropriate.

VI. PREPARATION TO TEACH ENGLISH LEARNERS

- A. DISTRICT shall provide supervision, including in-classroom coaching, specific to the needs of English Learners.
- B. DISTRICT Supervisors (Cooperating Teachers) shall assist the Teacher Candidates, through in-classroom modeling and coaching as needed, with (1) planning lessons that are appropriately designed and differentiated for English Learners; (2) assessing language needs and progress; and (3) supporting language accessible instruction.

VII. COMMUNICATION AND COLLABORATION

DISTRICT and UNIVERSITY shall work collaboratively together to provide the necessary support to the Teacher Candidates to ensure success.

- A. DISTRICT and UNIVERSITY shall cooperate and collaborate in developing and maintaining a process of and procedures for access, communication, and collaboration between DISTRICT Supervisor (Cooperating Teacher), the UNIVERSITY Supervisor (University Mentor), and the PROGRAM.
- B. DISTRICT and UNIVERSITY agree to cooperate in resolving problems related to Teacher Candidate performance or preparation following the procedures outlined in the Clinical Practice Handbook.
- C. DISTRICT and UNIVERSTIY agree that changes cannot be made to the program or responsibilities of the parties unless the changes are made in writing and signed by both parties.

VIII. RESPONSIBILITY OF UNIVERSITY'S ACADEMIC PROGRAM

UNIVERSITY shall have exclusive control over all academic and operational issues involving the UNIVERSITY'S programs, which shall include, without limitation: selection of course content and required textbooks, delivery of instructional programs, selection and approval of faculty, admission, registration and retention of Teacher Candidates, evaluation of Teacher Candidates' prior experience and education, evaluation of Teacher Candidates' academic progress, scheduling courses, awarding academic credit, and conferring degrees.

IX. SITE SUPERVISOR RESPONSIBILTY WHEN VISITING DISTRICT

- A. DISTRICT is proud to provide healthy, tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by DISTRICT.
- B. UNIVERSITY staff shall at all times comply with the provisions and requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.).
- C. UNIVERSITY shall at all times enforce appropriate discipline and good order itself and among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement.

X. INDEMNIFICATION

- A. DISTRICT shall defend, indemnify, and hold UNIVERSITY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, employees or agents.

- B. UNIVERSITY shall defend, indemnify, and hold DISTRICT, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, employees or agents.

XI. INSURANCE

- A. Each PARTY, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
 - i. General Liability, Sexual Abuse Liability, Employer's Liability, Professional Liability and Automobile Liability insurance. General Liability (including broad form property damage and contractual liability) insurance on a per occurrence basis with a single limit of not less than One Million Dollars (\$1,000,000); Sexual Abuse Liability Insurance on a per occurrence basis with a single limit of not less than One Million Dollars (\$1,000,000); Employer's Liability insurance on a per occurrence basis with a single limit of not less than One Million Dollars (\$1,000,000); Professional Liability insurance on a per occurrence basis with a single limit of not less than One Million Dollars (\$1,000,000); and automobile liability insurance for owned, hired and non-owned vehicles on a per occurrence basis with a combined single limit of not less than One Million Dollars (\$1,000,000).
 - ii. Workers' Compensation as required under California State Law.
 - iii. Such other insurance in such amount which from time to time may be reasonably required by the mutual consent of DISTRICT and UNIVERSITY against other insurable risks relating to the performance of this Agreement.
- B. It should be expressly understood, however, that the coverage and limits required under this Article shall not in any way limit the liability of either PARTY.
- C. Each PARTY shall further provide for thirty (30) days advance written notice of any modification, change or cancellation of any of the above insurance coverage.

XII. RESPONSIBILITY FOR OWN ACTS

Each PARTY will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such PARTY, its employees or representatives, in the performance or omission of any act or responsibility of such PARTY under this Agreement. In the event that a claim is made against both PARTIES, it is the intent of both PARTIES to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both PARTIES shall have the right to take any and all actions they believe necessary to protect their interests.

XIII. NOTICES

All notices, statements, demands, requests, consents, approvals, authorizations, appointments, or designations hereunder by either PARTY to the other will be in writing and will be deemed given and served upon the other PARTY, if delivered personally or three (3) days after depositing in the United States mail, postage prepaid, addressed to:

A. If to DISTRICT:

Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
Attn: Human Resources

B. If to UNIVERSITY:

University of California, Merced
Extension Education Programs
5200 Lake Rd.
Merced, CA 95343
Attn: Procurement Services

XIV. INDEPENDENT

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between DISTRICT and UNIVERSITY other than that of independent entities contracting with each hereunder, solely for the purpose of effecting the provisions of this Agreement.

XV. AUTHORIZATION WARRANTY

- A. DISTRICT hereby represents and warrants that the person executing this Agreement for the DISTRICT is an authorized agent who has actual authority to bind DISTRICT to each and every term, condition and obligation set forth in this Agreement and that all requirements of DISTRICT have been fulfilled to provide such actual authority.
- B. UNIVERSITY hereby represents and warrants that the person executing this Agreement for UNIVERSITY is an authorized agent who has actual authority to bind UNIVERSITY to each and every term, condition and obligation set forth in this Agreement and that all requirements of UNIVERSITY have been fulfilled to provide such actual authority.

XVI. COOPERATION IN DISPOSITION OF CLAIMS

DISTRICT and UNIVERSITY agree to cooperate with each other in the investigation and disposition of audits, peer review matters, disciplinary actions and third party liability claims arising out of any services provided under this Agreement. It is the intention of the PARTIES to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, joint investigation, defense, disposition of claims of third parties

arising from services performed under this Agreement, and making witnesses available; provided, however, that nothing shall require either DISTRICT or UNIVERSITY to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under Attorney Work-Product Privilege.

XVII. NON-WAIVER

No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the PARTY waiving the breach.

XVIII. SEVERABILITY

In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

XIX. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of California. In the event of any dispute or litigation concerning or arising out of this Agreement, both PARTIES agree to seek resolution of the dispute or litigation within the venue of the appropriate courts in the County of Riverside, State of California.

XX. ASSIGNMENT

Neither PARTY shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other PARTY.

XXI. ENTIRE AGREEMENT/AMENDMENTS

This Agreement represents the PARTIES' final and complete agreement with regard to the subject matter contained herein. As such, it supersedes all other understandings, discussions and/or agreements between the PARTIES with regard to the subject matter of the Agreement. Any change in, modification of or addition, amendment or supplement to this Agreement shall be valid only if set forth in writing, signed and dated by all PARTIES hereto the Agreement.

XXII. COUNTERPARTS

The PARTIES may execute this Agreement in two or more counterparts, which shall, in the aggregate be signed by all of the PARTIES; each counterpart shall be deemed an original instrument as against any PARTY who has signed it. The PARTIES further agree that signatures sent by electronic mail, in .PDF format, shall be treated as original signatures to this Agreement.

IN WITNESS WHERE OF, the PARTIES hereto on the day and year written below have executed this Agreement.

TRACY UNIFIED
SCHOOL DISTRICT

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

Authorized Signature

Authorized Signature

Name (Printed or Typed)

Name (Printed or Typed)

Title

Title

Date

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephen, Superintendent
FROM: Tammy Christensen, Associate Superintendent of Human Resources
DATE: January 9, 2019
SUBJECT: **Approve Student Teaching Agreement with Grand Canyon University**

BACKGROUND: We have encouraged teacher preparation institutions to place students in our schools to fulfill their requirements for obtaining a teaching credential. This has aided the District in increasing the number of candidates that are available for a variety of teaching positions within the District. This contract will remain in effect from January 7, 2019 through June 30, 2022.

RATIONALE: Students will be placed with permanent status teachers within our schools, which are willing to serve as Master Teachers with the approval of their site principal.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Student Teaching Agreement with Grand Canyon University.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources

Student Teaching Affiliation Agreement Between GCU and _____

1. **PARTIES:** This agreement is entered into on this _____ day of _____ by and between Grand Canyon University(GCU)and _____ located at _____ . Hereafter referred to as the "District."
2. **PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of GCU may participate in Student Teaching Internships, Practicum and Observations at the schools located in the District.
3. **TERM:** The term of this Agreement begins _____ and ends _____.
4. **COMPLIANCE WITH HANDBOOK AND POLICY:** GCU and GCU's participating students shall comply with all policies of the University and District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of students to the District, GCU will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in GCU's student teaching manual. Failure to complete the requirements will result in non-placement of students.
5. **COOPERATING TEACHERS:** The District shall provide qualified Cooperating Teachers to provide oversight, feedback and mentoring to GCU's participating students. Quality standards and service expectations for Cooperating Teachers are outlined in Exhibit A. GCU shall pay a \$500 stipend to Cooperating Teachers per each sixteen (16) week session of full-time service. Longer or shorter assignments will be assessed on a pro-rated basis. Compensation will not be provided for practicum courses. The stipends contemplated herein _____ . Stipend will be paid upon the completion of the student teaching semester providing all paperwork has been submitted. The relationship between Cooperating Teachers and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of his/her own state and federal income tax and self-employment tax as applicable.
6. **CONFIDENTIALITY:** GCU shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher that he/she is bound to maintain in confidence, any documents or other confidential information about GCU to which he/she might have access. Any breach of confidentiality by a participating Student or Cooperating Teacher shall be grounds for immediate termination of the clinical experience.
7. **INDEMNIFICATION AND HOLD HARMLESS:** Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide participating students with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.
8. **ASSIGNMENT:** The provisions of this agreement shall insure to the benefit of, and shall be binding upon the successors of the parties hereto. Neither this agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.
9. **NOTICES:** Notices under this agreement shall be mailed or delivered to the parties as follows:

University
Dr. Kimberly LaPrade
Dean, College of Education
Grand Canyon University
3300 W. Camelback Road
Phoenix, Arizona 85017
10. **MODIFICATION OF AGREEMENT:** This agreement may be modified only by written amendment executed by all parties.
11. **TERMINATION:** Either party, upon thirty (30) days written notice to the other party, may terminate this agreement.

12. **PARTNERSHIP/JOINT VENTURE/EMPLOYMENT:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.
13. **NONDISCRIMINATION:** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).
14. **RESPONSIBILITIES OF GCU**
- A. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating student.
- B. GCU agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.
- C. GCU requires that all students who must enter a FIELDWORK SITE provide us with a current and clear copy of a background check. Students will be prohibited to move forward until this document is received.
- D. GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:
- i. Commercial General Liability (Minimum Requirements):
- Limits of Liability:
 \$1,000,000 Combined Single Limit
 \$2,000,000 General Aggregate
 \$1,000,000 Products Aggregate
 \$1,000,000 Personal Injury
 \$5,000 Medical Payments
- Coverage:
 Premises/Operation Liability
 Medical Payments Liability
 Contractual Liability
 Personal Injury Liability
 Independent Contractors
- ii. Professional Liability, as related to Educational Services Limits of Liability:
 \$1,000,000 each wrongful act
 \$1,000,000 aggregate
- iii. Certificates of Insurance:

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

By: 

By: _____ (Signature) (Signature)

Name: Dr. Kimberly LaPrade

Name: _____ (Please print or type)

Title: Dean, College of Education

Title: _____ (Please print or type)

Date: _____

Date: _____