

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, FEBRUARY 26, 2019

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

**TIME: 5:45 PM Closed Session
7:00 PM Open Session**

A G E N D A

- | | | |
|-----------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, Jeremy 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:
3.1.1 CONFERENCE WITH LEGAL COUNSEL
- Existing Litigation (G.C. 54956.9(A))
- Yamada Bros v. TUSD

3.2 Educational Services:
3.2.1 Finding of Fact #18-19/#54
3.2.2 PE Exemptions: THS 10343744, WHS 10311722, WIIS 10331041
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___

3.3 Human Resources:
3.3.1 Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 319, Pursuant to Ed Code 45195
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___
3.3.2 Consider Paid Leave of Absence Request for Classified Employee #UCL- 320, Pursuant to Article XXIII
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___
3.3.3 Approve the Non-Reelection of Probationary Certificated Employees #UC-1099, #UC-1100, #UC-1101, #UC-1102, #UC 1103, #UC-1104, #UC-1105, #UC-1106, #UC-1107, #UC-1108, #UC-1109, #UC-1110, #UC-1111, #UC-1112, #UC-1113, #UC-1114, #UC-1115, #UC-1116, #UC-1117, #UC-1118, #UC-1119, #UC-1120, #UC-1121, #UC-1122, | |

#UC-1123, #UC-1124, #UC-1125; #UC-1126, #UC-1127, #UC-1128, #UC-1129, #UC-1130, #UC-1131, and #UC-1132 Pursuant to Education Code Section 44929.21(b)

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

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/#54

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___

6b Report Out of Action Taken on PE Exemptions: THS 10343744, WHS 10311722, WHS 10331041

Action: **Vote:** Yes___; No___; Absent___; Abstain___.

6c Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 319, Pursuant to Ed Code 45195

Action: **Vote:** Yes___; No___; Absent___; Abstain___.

6d Report Out of Action Taken on Consider Paid Leave of Absence Request for Classified Employee #UCL- 320, Pursuant to Article XXIII

Action: **Vote:** Yes___; No___; Absent___; Abstain___.

6e Report Out of Action Taken on

Action: **Vote:** Yes___; No___; Absent___; Abstain___.

7. Approve Regular Minutes of January 8, 2019.

1-7

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; **North School:** Camcron Heubner and Kaylee Henry; **Monte Vista:** Taryn Shaw, Faith Hidalgo, Deziree Romero Torres, Delilah Blanco

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

9.1 Central Elementary School Presentation

10. Information & Discussion Items: An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.

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

11. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a yellow speaker's card).

12. PUBLIC HEARING: None.

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

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

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

13.1 Administrative & Business Services:

- | | | |
|---------------|---|--------------|
| 13.1.1 | Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 8-9 |
| 13.1.2 | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 10-11 |
| 13.1.3 | 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 | 12-13 |
| 13.1.4 | Approve Out of State Travel for Food Service Director and Food Service Coordinator to Attend the American Commodity Distribution Association 2019 Annual Conference in Niagara Falls, NY on May 4-8, 2019 | 14 |

13.2 Educational Services:

- | | | |
|---------------|--|--------------|
| 13.2.1 | Approve Agreement for Special Contract Services with Knights Life Sword Fighting Academy to Provide Professional Development for Visual and Performing Arts Teachers at the March 1, 2019 District Buy-Back-Day | 15-19 |
| 13.2.2 | Approve Conducting the California Highway Patrol's (CHP) Every 15 Minutes Program at Kimball High School (KHS) Including Overnight Travel for Twenty-four (24) Students and Six (6) Advisors from KHS and Delta Charter High School (DCHS) March 21-22, 2019 | 20-30 |
| 13.2.3 | Approve Out of State Travel for Eight Kimball High School (KHS) Staff Members to Attend Professional Learning Communities (PLC) at Work Institute in Las Vegas, NV June 2-5, 2019 | 31-32 |
| 13.2.4 | Approve Agreement for Special Contract Services with Solution Tree, Inc. to provide Professional Development to Teachers at South/West Park School on March 1, 2019 | 33-39 |
| 13.2.5 | Approve Out of State Travel for IB Teacher to Attend the IB Teacher Training Workshop; IB Physics at Armand Hammer United World College of American West in Montezuma, NM on June 22-25, 2019 | 40 |

- 13.2.6 Approve Out of State Travel for IB Teacher to Attend the IB Teacher Training Workshop; IB Environmental Systems and Society at Armand Hammer United World College of American West in Montezuma, NM on June 26-29, 2019 **41**
- 13.2.7 Approve Agreement for Special Contract Services for Brian Baker, Motivational Speaker during State Testing on April 3, 2019 **42-45**
- 13.2.8 Approve Agreement for Special Contract Services for Eric McElvenny, Motivational Speaker during State Testing on April 9, 2019 **46-49**
- 13.2.9 Approve Out of State Travel for Six South/West Park Elementary School Teachers to Attend PLC at Work Institute in Las Vegas, NV on June 3-5, 2019 **50**
- 13.2.10 Approve Agreement for Special Contract Services with Restoration Center for Parent Project Parent Trainings for the 2018-2019 School Year Beginning March 18 through May 13, 2019 **51-54**

13.3 Human Resources:

- 13.3.1 Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment **55-56**
- 13.3.2 Approve Classified, Certificated, and/or Management Employment **57-59**

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 Cast Ballot for CSBA 2019 Delegate Assembly Election **60-67**
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
- 14.1.2 Approve the Purchase of Additional Serving Line Equipment for the West High School Kitchen **68-71**
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __

14.2 Educational Services:

- 14.2.1 Approve Adoption of Social Emotional Learning Instructional Materials for Grades 6-8 **72-73**
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __

14.3 Human Resources:

- 14.3.1 Approve Tentative Agreement with the California School Employees Association (Separate Cover Item) **74-82**
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
- 14.3.2 Adopt Resolution #18-14, Adopting the Tie-Breaking Criteria in the Case of Certificated Reduction in Force for the 2019-2020 School Year **83-85**
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
- 14.3.3 Adopt Resolution #18-15, Authorizing the Reduction and Elimination of Particular Kinds of Service for the 2019-2020 School Year **86-88**
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
- 14.3.4 Adopt Resolution #18-16, Adopting the Competency Criteria in the Case of Certificated Reduction in Force for the 2019-2020 School Year **89-91**

Action: Motion__; Second__. **Vote:** Yes__; No__; Absent __; Abstain __

- 15. Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
- 16. Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.
- 17. Board Meeting Calendar:**
- 17.1** March 12, 2019
 - 17.2** March 26, 2019
 - 17.3** April 9, 2019
 - 17.4** May 14, 2019
 - 17.5** May 28, 2019
- 18. Upcoming Events:**
- | | |
|---------------------------------|----------------------------------|
| 18.1 March 1, 2019 | Staff Buy Back Day, No School |
| 18.2 April 19 – 26, 2019 | Spring Break, No School |
| 18.3 May 24, 2019 | Last Day of School |
| 18.4 May 25, 2019 | Graduation: Tracy, West, Kimball |

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, February 12, 2019**

5:30 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, J. Silcox, L. Souza
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/#44, #18-19/#45, #18-19/#46, #18-19/#47, #18-19/#48, #18-19/#49, #18-19/#50
Action: Costa, Alexander. **Vote:** Yes-7; No-0.
6b Report Out of Action Taken on Application for Reinstatement #18-19/#15
Action: **Vote:** Yes-7; No-0.
6c Report Out of Action Taken on Release Probationary Classified Employee #UCL-317 School Supervision Assistant
Action: **Vote:** Yes-7; No-0.
6d Report Out of Action Taken on Consider Paid Leave and Non-Paid Leave of Absence Request for Classified Employee #UCL- 318, Pursuant to Article XXIII
Action: Denied. **Vote:** Yes-6; No -1(Alexander)

Minutes: Approve Special Minutes of January 17, 2019.
Action: Pekari, Costa. **Vote:** Yes-6; No-0; Abstain-1(Silcox)
Approve Regular Minutes of January 22, 2019.
Action: Souza, Kaur. **Vote:** Yes-7; No-0.

Employees Present: A. Gossett, K. Alcorn, C. Nasello, A. Flores, L. Delatorre, C. Sasser, G. Bradley, L. Flores, D. Schneider, L. Pekari, K. Felisberto, D. Jackson, C. Munger, L. Valadez, J. Nott, L. Ahlberg

Press: None.

Visitors Present: M. Chavez

Student Rep Reports: None.

Recognition & Presentations:

9.1 Hirsch Elementary School Presentation

Principal, Cindy Sasser, Assistant Principal, Gillian Bradley, and teacher, Laura Pekari presented a power point showing how collaboration leads to student success. Grade level teams work toward providing an extraordinary learning experience. PLCs are collaborative teams and devote ERMs to these meetings. Their focus is student achievement. These teams also have a positive effect on teachers. With the NGSS grant, they have been able to plan lessons. They showed pictures of student's collaboration which achieves positive things. Students formed NBZ – No Bullying Zone Club. They meet with the principal each Wednesday and discuss problems and how to solve it. Then they write skits and perform. They showed video of students acting out skit and pictures of the Maker Space Club. Students receive a challenge and must problem solve or come up with a model. Many students are interested in this club so they have two sessions. They also offer an after school chess club which gives students an opportunity to work with one another and problem solve.

9.2 Freiler School Presentation

Principal, Karen Alcorn, Assistant Principal, Catey Nasello and teacher, Lyndsey Ahlberg presented a video that showed how Freiler is focusing on student achievement and engagement. It explained how they use Kagan Cooperative Learning in their school. The end of the presentation included a video of students talking about their favorite stories and showing students working together to solve various problems.

Information & Discussion Items:

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report on Security at K-5/K-8 Schools

Associate Superintendent of Business Services, Dr. Casey Goodall, Director of Student Services, Rob Pecot and Lydia Delatorre, presented a power point which showed how the K-5 and K-8 schools are staffed with security and custodians which are designated Utility II (UII). The job description of a UII, and cost of hiring additional staff was also reviewed. Middle schools do not have UIIs or security because they have a principal, assistant principal and counselor. Three years ago we hired 6 additional assistant principals and one of their duties is to monitor security. While recognizing the importance of safety, we constantly monitor and evaluate the safety of each campus. We have also installed additional fences, upgraded gates, added cameras, added training, and work along with the Tracy Police and Fire Departments to keep our school sites safe.

10.2.2 Receive Report on State Indicators

Director of Assessment and Accountability, Tania Salinas, and Director of Continuous Improvement, State & Federal Programs, Julianna Stocking, presented a power point which is their second presentation that reviews priorities 4, 5, 6, 7, and 8. Last time they presented on local indicators tonight they are looking at state indicators. They reviewed the performance levels. Dashboard has a new look with a gas gauge icon.

They also showed the 5 x 5 grid. They reviewed the ELPAC, college and career readiness, graduation rate, chronic absenteeism and the suspension rate indicators. Various reports are also available

- 10.2.3** Receive Report on Proposed Social Emotional Learning Instructional Materials Adoption for Grades 6-8
Director of IMC, Dr. Debra Schneider. And Coordinator of Prevention Services, Molly Long, presented a power point that showed the overall process for all adoptions. They reviewed the course needs and the programs that were evaluated. The committee recommended *Second Step*. Teachers Mrs. Gregory and Mrs. Reszka both piloted it and felt that the way the information was presented to students was more engaging. There were a lot of opportunities to be interactive with lessons. The next step is to approve the materials at the February 26th meeting. IMC will then submit purchase requisitions and materials will be available for teachers to checkout in late Spring. Students will receive the materials in the Fall of 2019.

Hearing of Delegations

11. Denise Vincent is a parent of a student. She has had challenges. Son was placed in SDC classes. She felt that he should not be in those classes and wanted him mainstreamed. She obtained speech and language IEE and recommended support. She recently notified the district requesting a 60-day trial with speech. Jason Davis refused to respond to request and she feels he called an IEP meeting with the intention of removing the support. She received no explanation. Son's classwork was withheld from her. She wants her child to learn and graduate. Her solution is to be advocates of children and to have better collaboration with parents. She wants the district to be more open to a variety of options than just cookie cutter answers. She then commended teacher, Jeff Telles, for going above and beyond at Poet Christian School. He saw that her son had few friends and was alone at recess. Mr. Telles now opens his classroom at lunch and students play board games.

Brisa Gonzalez, is a parent and is here to raise concerns about special ed. She has a 14-year old in 8th grade at Williams Middle School. He has been in SDC since 2nd grade. He struggles with reading, visual processing and visualization. He struggles in every subject. She trusted that the school would help him and she didn't understand the reports. She trusted that the school and teachers were doing everything they could. She has spent thousands of dollars outside of the district to help him. She attended a support group with other parents of kids with dyslexia. She had never heard of the OG program. She requested an IEP to have them add the OG program for him. She feels she got vague answers and she was confused. She does not know what reading intervention he is getting. She's frustrated because it should not be this difficult. He has an IEP this spring to discuss high school. She is unsure if he will qualify to get a diploma or only a certificate. She is concerned that kids in SDC classes do not make academic gains. She does not know how to advocate for her child. Next year her son is begging her to get into general education classes. He wants to get out of SDC. She does not know how to help him. Her son wants to attend college. She doesn't know why her son has had no academic growth. He reads far below grade level. She no longer trusts the system because it has failed her child. He is currently reading at the 3rd grade level.

She is paying for visual therapy and asked the board to consider how many kids are in the district that are just like her child. She wants them to consider the plan. College bound is helping her daughter.

Cari Edwards is here to speak about AB 1369 regarding dyslexia. She wanted to highlight some of the guidelines. She feels that the majority of students on an IEP have dyslexia. She wants early screening in Kindergarten or first grade. It would take 5-10 minutes. We know what to look for early on. The test puts the red group in an RTI model. She wants TUSD to have an RTI model. She feels that TUSD isn't doing much about this and would like to see Tracy do a lot more. She feels that if we intervene early we could avoid putting them in SDC classes. She also spoke about structured literacy, OG which is a systematic way for children to be screened. She also feels that we are not monitoring the progress of students on an IEP and that there is no consistency and only a very small number of kids are getting OG. She urged the board to read AB 1369.

Public Hearing: 12.1 **Administrative & Business Services:** None.

Consent Items: **Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**
Action: Costa, Souza. **Vote:** Yes-7; No-0.

13.1 **Administrative & Business Services:**

13.1.1 Approve Accounts Payable Warrants (January, 2019)
 (Separate Cover Item)

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

13.1.3 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

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

13.1.5 Approve Payroll Reports (January, 2019)

13.1.6 Approve Revolving Cash Fund Reports (January, 2019)

13.1.7 Approve Entertainment, Assembly, Service, Business and Food Vendors

13.2 **Educational Services:**

13.2.1 Approve Overnight Travel for Kimball High School (KHS) HOSA-Future Health Professionals Student Members and Advisors to Participate in the California State Leadership Conference in Sacramento, California, March 28-31, 2019

13.2.2 Approve Overnight Travel for West, Kimball and Tracy High BSU Clubs to Attend the Black Students of California United (BSCU) Leadership Conference in Monterey, California March 1-3, 2019

13.2.3 Approve Agreement for Special Contract Services with California State University, Stanislaus's Great Valley Writing Project to Provide

- Professional Development to Monte Vista Middle School Teachers on the Staff Development Buy-back Day on March 1, 2019
- 13.2.4 Approve HiSET Agreement between Educational Testing Service (“ETS”) and the Tracy Adult School
- 13.2.5 Approve Out of State Travel for the Tracy High School Cheer Team and Coaches to Participate in the Jamz Spirit Nationals in Las Vegas, Nevada on February 20 – February 23, 2019
- 13.2.6 Approve Overnight Travel for West High Senior Class to Attend Grad Night at Magic Mountain on May 2-3, 2019
- 13.2.7 Approve Overnight Travel for West High Track Team and Coaches to Attend the Arcadia Invitational, in Arcadia California April 4-7, 2019
- 13.2.8 Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending January 15, 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:**
- 8:31pm The TUSD Board meeting was adjourned.
- 8:32pm The TSFFA meeting was called to order.
- 14.1.1 TRACY SCHOOL FACILITIES FINANCING AUTHORITY

ANNUAL MEETING

February 12, 2019

7:00 P.M.

Tracy Unified School District – Education Center
1875 W. Lowell Ave.
Tracy, CA 95376

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

<i>Name</i>	<i>TSFFA Board Position</i>
Steve Abercrombie	Chair
Brian Pekari	Vice-Chair
Jill Costa	Secretary
Ameni Alexander	Member
Simran Kaur	Member
Jeremy Silcox	Member
Lori Souza	Member

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

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

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

No comments were made.

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

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

No comments were made.

4. DISCUSSION/ACTION –

4.1 Approve Meeting Minutes of February 13, 2018

Action: Trustee Costa confirmed that the minutes were correct. Costa, Alexander. **Vote:** Yes-7; No-0.

4.2 Accept the 2017-2018 Independent Annual Financial Report for the Tracy School Facilities Financing Authority
(Separate Cover Item)

Action: Costa, Kaur. **Vote:** Yes-7; No-0.
(Separate Cover Item)

8:32pm 5. ADJOURNMENT

8:33pm The TUSD Board meeting was reconvened.

14.2 **Educational Services:**

14.2.1 Approve Local Solutions Grant

Special Education Program Administrator, Jason Davis, and Professional Learning Program Administrator, Bond Cashmere, presented a power point. There is a shortage of special ed teachers. This grant will help with teacher retention. The grant is for \$78,000, is a joint effort between special ed and PLC departments, and is a 4-year service obligation. The grant will help reimburse fees associated with the credentialing process. Teachers will be provided with an additional 3 days of PLC intensive workshop. They will onboard 3 mentors for weekly support so that they will work with one of our more experienced teachers.

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

14.3 **Human Resources:**

14.3.1 Approve Variable Term Waiver for Special Education – Adapted

Physical Education

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

Board Reports:

Trustee Silcox commented that there is a lot going on and there are things to improve. We have right people in place and he appreciates everyone sharing their thoughts. Trustee Souza commented that the average foster youth goes through 3 homes per year. She thanked Hirsch and Freiler for their presentations. She appreciates talking about SEL meeting our LCAP goals. Special Ed is close to her heart and never wants to hear that there is something wrong with a child, they are special. Trustee Kaur thanked everyone who came out and presented. The board is committed to working on special ed issues. Trustee Alexander thanked everyone for coming out tonight. He is on a taskforce for the homeless. There are about 450-500 homeless in our city. He wants the board to take action in the future to help the homeless. It is a major problem, but he would like to do something to help provide resources. Trustee Costa commented that it was nice to see so many people stay to the end of the meeting. She attended the Kimball High School PTA meeting and answered questions. She always enjoys interacting with them. If any other schools would like to invite board members, please let them know. She is on the Parks Commission for the City of Tracy. They met last week. Legacy Fields will be opening for baseball on March 9th with new restrooms and concessions. The contractor is more than willing to partner with the leagues to still have fundraisers. The trees that were planted on Arbor Day last year are still alive and growing. They expect to plant more trees this year. The City gave the commission the responsibility to come up with guidelines for the grant. Grant money was given to Tracy Interfaith, Chest of Hope, McHenry's Women's Center, Boys and Girls Club, Tracy Connection Center, and some other larger grants to the city for sidewalk improvement, landscape improvements and the Boys and Girls Club gym improvements. Trustee Pekari stated that we are a collaboration working on Arbor Day with the City and Cal Fire. It helps beautify our city. He had the opportunity to attend the CTA Dinner with Jacqui Nott and Casey Goodall. It was a nice program and he met some of the new board members and superintendents from around the area. He also attended the College Bound meeting. Trustee Abercrombie thanked board members that attended the DARE graduations and thanked Dr. Stephens for being at McKinley's DARE graduation this afternoon. It was great to see the parents there in support of the kids.

Superintendent Report:

Dr. Stephens attended the Kimball High PTA meeting. They had some questions and he and some of the board members answered them. The parents had passion and they care about their kids and the school. On Saturday, he was at the College Bound meeting for Q and A for about 2 hours. It went well. Last week, the district reached an agreement with our classified employees and will be moving ahead to ratify. After that, it will come to our board for approval.

Adjourn 8:52 pm

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: February 15, 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
February 26, 2019
SUMMARY OF SERVICES**

A. Vendor: ACME Construction Company, Inc.
Site: Central Elementary School Renovation
Item: Change Order #7 - Ratify
Services: Scope of work documented on the change order summary.
Cost: \$33,517.00 Deduction from contingency allowance previously included in contract.
Project Funding: Measure B Bond Fund, State School Facilities Program

B. Vendor: Clark & Sullivan Construction and Broward Builders, Inc., a Jt. Venture
Site: Clover School (TLC) Renovation
Item: Change Order #11 - Ratify
Services: Scope of work documented on the change order summary.
Cost: \$4,631.00 Deduction from contingency allowance previously included in the contract.
Project Funding: Measure B Bond Fund, State School Facilities Program, Charter School Facilities Program and Prop. 39 Energy Funding

C. Vendor: Clark & Sullivan Construction and Broward Builders, Inc., a Jt. Venture
Site: Clover School (TLC) Renovation
Item: Change Order #12 - Ratify
Services: Return amount of unused contingency to the District.
Cost: <\$1,135,791.00>
Project Funding: Measure B Bond Fund, State School Facilities Program, Charter School Facilities Program and Prop. 39 Energy Funding

D. Vendor: Clark & Sullivan Construction and Broward Builders, Inc., a Jt. Venture
Site: Clover School (TLC) Renovation
Item: Notice of Completion
Services: Lease-Leaseback Contractor renovated the administration building, multi-purpose building, classroom buildings, including science and art classrooms and renovated the hardscape, landscaping, parking lot and installed a new playground, per plans and specifications.
Cost: \$16,059,480.00 Change Orders: (\$1,147,072.00)
Final Contract: \$14,912,408.00
Project Funding: Measure B Bond Fund, State School Facilities Program, Charter School Facilities Program and Prop. 39 Energy Funding



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: February 15, 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
February 26, 2019
SUMMARY OF SERVICES

-
- | | | |
|----|------------------|--|
| A. | Vendor: | Clark Pest Control |
| | Site: | District-wide |
| | Item: | Commercial Service Agreement |
| | Services: | Pest control management and service to kitchens on a monthly basis, including routine inspections to ensure the service is meeting the needs of the school site. |
| | Cost: | < \$14,000.00 |
| | Project Funding: | Food Services Fund 13 |
-
- | | | |
|----|------------------|--|
| B. | Vendor: | NorCal Fire |
| | Site: | District-wide |
| | Item: | Purchase Order |
| | Services: | NorCal Fire will service the ansul systems and clean the hoods in the cooking kitchens throughout the District |
| | Cost: | < \$12,000.00 |
| | Project Funding: | Food Services Fund 13 |
-
- | | | |
|----|------------------|--|
| C. | Vendor: | Warren Consulting Engineers, Inc. |
| | Site: | Bohn Elementary School |
| | Item: | Proposal - Ratify |
| | Services: | Civil engineering and surveying services, which include topographic survey of the project area, designing the parking lot site plan, cost estimates, and provide construction plans to remove and replace the existing parking lot in order to meet current ADA & Title 24 code. |
| | Cost: | \$21,900.00 |
| | Project Funding: | Unrestricted General Fund/Deferred Maintenance |
-
- | | | |
|----|------------------|--|
| D. | Vendor: | Champion Industrial Contractors, Inc. |
| | Site: | West High School – Fume Hood Replacement |
| | Item: | Notice of Completion |
| | Services: | Contractor removed and disposed of existing fume hoods and fan units in the MS Building and replaced with new fume hoods and fan units, including all electrical, mechanical, plumbing components and fans for a fully functional fume hood operating system, all per plans and specs and removed existing cabinets and replaced with new cabinets in specified areas. |
| | Cost: | \$334,353.00 Change Orders: \$2,002.00 Final Contract: \$336,355.00 |
| | 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: February 8, 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:

Freiler Elementary School:

1. Tracy Unified School District/Freiler Elementary School: From the Freiler Staff Parent Association, a Fellowes Automax cross cut shredder valued at \$1,180.42. This shredder donation will benefit Freiler teachers and office staff.
2. Tracy Unified School District/Freiler Elementary School: From Benevity Community Impact Fund for the amount of \$800.00 (ck. #0000220959). This donation will be used towards the purchase of a laptop.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Velma Pimentel and Sons Dairy for the amount of \$500.00 (ck. #3456). This donation is a contribution to the J. Pimentel Scholarship for the 2018-2019 school year.
2. Tracy Unified School District/Tracy High School: From America's Music Teacher for the amount of \$781.20 (ck. #2027). This donation will benefit Tracy High School's orchestra club and it will be used towards future club events and trips.
3. Tracy Unified School District/Tracy High School: From We Pay for the amount of \$4,949.85 (ck. #0029623886). This donation was generated using the Snap Raise platform and it will benefit Tracy High School's Choral Council.

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 R. Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: February 8, 2019
SUBJECT: **Approve Out of State Travel for Food Service Director and Food Service Coordinator to Attend the American Commodity Distribution Association 2019 Annual Conference in Niagara Falls, NY on May 4-8, 2019**

BACKGROUND: The American Commodity Distribution Association is holding its annual conference in Niagara Falls, NY which is provided to school nutrition professionals. There will be educational sessions with various topics. The American Commodity Distribution Association's mission is to strengthen the impact of domestic USDA Foods Programs.

RATIONALE: The educational sessions will vary in topics including community feeding, understanding role and responsibilities of different USDA Foods stakeholder groups, maximizing USDA Foods entitlement dollars, regulations and guidance on Federal feeding programs and procurement.

FUNDING: The estimated cost for this conference for Brandy Campbell, Food Service Director, is \$2418.16 and the estimated cost for Lois McDaniel, Food Service Coordinator, is \$2,466.88. The estimated costs includes registration, lodging, transportation and meals. The cost for this conference will be paid out of the TUSD Cafeteria Fund.

RECOMMENDATION: Approve Out of State Travel for Food Service Director and Food Service Coordinator to Attend the American Commodity Distribution Association 2019 Annual Conference in Niagara Falls, NY on May 4-8, 2019.

Prepared by: Brandy Campbell, Director of Food Services.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Melissa Beattie, Director of Staff Development
DATE: February 12, 2019
SUBJECT: Approve Agreement for Special Contract Services with Knights Life Sword Fighting Academy to Provide Professional Development for Visual and Performing Arts Teachers at the March 1, 2019 District Buy-Back-Day

BACKGROUND: Tracy Unified School District's high school visual and performing arts programs offer an enriched curriculum, preparing students for further study at post-secondary institutions and entry-level career options in the arts and entertainment industry. This training will build the skills of all arts teachers through the study of the coordination of complex and advanced staging techniques, specifically including combat theater. This six-hour training will develop skills in team building, as well as curriculum planning, coordination, and execution will take place during the March 1, 2019 District Buy-Back-Day.

RATIONALE: During this training, Knights Life Sword Fighting Academy will build the skills of arts teachers studying the coordination of complex and advanced staging techniques, specifically including combat theater. This Knights Life Sword Fighting Academy is a locally owned business in Tracy, California that has all the tools, resources, and expertise in sword fighting, and archery. Their martial training gym offers expert training with more than fifteen years of industry experience in proven and effective techniques that help develop and hone skills quickly and effectively. This agenda item supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: Total cost for this six-hour leadership and combat arts training is \$489.00 to be paid for through the Professional Learning Budget.

RECOMMENDATION: Approve Agreement for Special Contract Services with Knights Life Sword Fighting Academy to Provide Professional Development for Visual and Performing Arts Teachers at the March 1, 2019 District Buy-Back-Day.

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

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 Knights Life Sword Fighting Academy, 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: 1 Day of Professional Development training for Visual and Performing Arts teachers
at the March 1, 2019 Buy-Back-Day

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

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

- a. District shall pay \$ 489.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 489.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on March 1, 2019, and shall terminate on April 1, 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, Melissa Beattie, at (209) 830-3232 Ext. 1551 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [x ☒] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

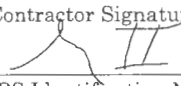
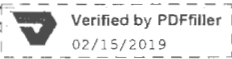
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:

Contractor Signature			Title
<hr/>			
IRS Identification Number			
81-2369218			
<hr/>			
Title			
Knights Life, LLC			
<hr/>			
Address			
1005 E. Pescadero Ave #195			
<hr/>			
Tracy, CA 95304			
<hr/>			

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



Knight Life Sword Fighting Academy

1005 E. Pescadero Ave #195

Tracy CA, 95304

Phone: (209) 855-0577

Invoice

INVOICE #	DATE
30	2/14/2019
Purchase Order	TERMS

BILL TO

Tracy High
315 11 th Street
Tracy, CA 95376

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
2 Hour Leadership Event Package	1	\$189.00	\$189.00
Additional Hours	3	\$100.00	\$300.00
Total hours	6		
<i>Thank you for your business!</i>		SUBTOTAL	\$489.00
		TOTAL Amount Due	489.00 USD

If you have any questions about this invoice, please contact
Hayley Gagner 209-855-0577



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: February 13, 2019
SUBJECT: Approve Conducting the California Highway Patrol's (CHP) Every 15 Minutes Program at Kimball High School (KHS) Including Overnight Travel for Twenty-four (24) Students and Six (6) Advisors from KHS and Delta Charter High School (DCHS) March 21-22, 2019

BACKGROUND: The California Highway Patrol (CHP) in conjunction with the Department of Alcohol Beverage Control and the Office of Traffic Safety is taking a proactive step in educating local high school students about making mature decisions when alcoholic beverages are involved. There is one alcohol-related traffic fatality in the United States every fifteen minutes. *Every 15 Minutes* is a program that challenges high school students to think about drinking, driving, personal safety and the responsibility of making decisions when lives are involved.

RATIONALE: Twenty-four (24) Kimball High School (KHS) and Delta Charter High School (DCHS) students exhibiting leadership skills have been selected to participate in this event. Every 15 minutes, one student will be escorted out of class by the "grim reaper" and sequestered on campus. Participating vendors include: CHP, Tracy Police Department, AMR, Hotchkiss Mortuary, Tracy Fire Department, Entourage Events SF, and KMVT 15 Silicon Valley Media.

After school, six certificated/classified staff members from KHS & DCHS and chaperones from the CHP will accompany these students to the Hampton Inn in Lathrop. They will participate in counseling and seminars about this topic. The KHS students and staff will be transported by a District bus/van. DCHS will provide their own transportation to the hotel and return the following day for the assembly. This activity 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; 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 entire cost for set up, drama presentation, meals, supervision, substitutes, accommodations and miscellaneous items will be paid by CHP State Grant, specifically for this purpose. No District expenditure. The CHP State Grant is \$12,000 total (\$6,000 for KHS and \$6,000 for DCHS).

RECOMMENDATION: Approve Conducting the California Highway Patrol's (CHP) Every 15 Minutes Program at Kimball High School (KHS) Including Overnight Travel for Twenty-four (24) Students and Six (6) Advisors from KHS and Delta Charter High School (DCHS) March 21-22, 2019

Prepared by: Ben Keller, Principal Kimball High School.

SHORT FORM CONTRACT*(For agreements up to \$9,999.99)*

STD. 210 (Revised 1/2013)

CHP CONTRACT NUMBER

18C061032

REGISTRATION NUMBER

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

94-1055500

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.

SUBMIT CONTRACT AND INVOICES TO:

California Highway Patrol
Research and Planning Section; ATTN: Denise Tapia
P. O. Box 942898
Sacramento, CA 94298-0001

FOR STATE USE ONLY

STD. 204 ☒ N/A ☐ ON FILE ☐ ATTACHED ☐ CERTIFIED SMALL BUSINESS
CCCs ☒ N/A ☐ ON FILE ☐ ATTACHED ☐ CERTIFICATE NUMBER
☐ DVBE % ☒ N/A ☐ GFE
☐ Late reason _____
☐ Public Works Contractor's License _____
☒ Exempt from bidding SCM 5.80 8.3.b

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the State.

California Highway Patrol

CONTRACTOR'S NAME, hereafter called the Contractor.

John C. Kimball High School

2. The agreement term is from **12/1/2018** or upon approval, whichever is later, to **6/30/2019**3. The maximum amount payable is \$ **6,000.00** pursuant to the following charges:

Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ _____ (Attach list if applicable.)

4. Payment Terms (Note: All payments are in arrears.) ☒ ONE TIME PAYMENT (Lump sum) ☐ MONTHLY ☐ QUARTERLY☒ ITEMIZED INVOICE ☒ OTHER Contractor will invoice using the Agency Contract Claim for Reimbursement, Exhibit B

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)

☒ ADDITIONAL PAGES ATTACHED

a. Contractor agrees to implement the Every 15 Minutes (E15M) program as outlined in Exhibit A, Program Specifications.

b. The proposed dates of the program are March 21-22, 2019.

c. THE CHP REPRESENTATIVE CONTACT INFORMATION IS:

DENISE TAPIA, RESEARCH AND PLANNING SECTION: (916) 843-3351 OR DTAPIA@CHP.CA.GOV

d. CHP reserves the right to cancel this agreement within thirty (30) days with prior written notice.

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

☒ GTC* 610 ☐ GIA* _____ *If not attached, view at <http://www.ols.dgs.ca.gov/Standard%20Language/default.htm>.☒ Other Exhibits (List) Exhibit A - Program Specifications, Exhibit B - Reimbursement Claim

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA**CONTRACTOR**

AGENCY NAME

California Highway Patrol

BY (Authorized Signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

Patricia Gamoning, Procurement Manager

ADDRESS

P.O. Box 942898, Sacramento, CA 94298-0001

FUND TITLE

MV Acct State Trans

ITEM

2720-001-0044

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

John C. Kimball High School K12 Activities Director 2/12/19

BY (Authorized Signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

Tyler Muller Teacher / E-15 Coordinator

ADDRESS

3200 Jaguar Run

Tracy, CA 95377

FISCAL YEAR

18/19

CHAPTER

29

STATUTE

18

OBJECT CODE

27203061-5301050-2050010122

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF CHP ACCOUNTING OFFICER

DATE SIGNED

12/21/18

EVERY 15 MINUTES

A. INTRODUCTION

1. Contractor agrees to implement the *Every 15 Minutes* program, a two-day program focusing on teenagers challenging them to think about drinking and drugged driving, personal safety, and the responsibility of making mature decisions and the impact their decisions have on family, friends, their community, and many others.
2. This contract may be terminated prior to the expiration date by either party upon thirty (30) days prior written notice. If at any time the Contractor should cease to perform the services specified herein, the contract is deemed to be terminated. No penalty shall accrue to either party because of contract termination. All work performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement.

B. PROCEDURES

1. Contractor agrees to follow the standard outline of the *Every 15 Minutes* program, as laid out in the *Every 15 Minutes* Procedural Manual. The overall program and guidelines presented within the procedural manual should be followed as closely as possible in order to maintain the integrity and consistency of the program. Major deviations from the procedural manual, adding to or changing the impaired driving education message of the program (including, but not limited to, adding information related to distracted driving, etc.), could result in a reduction in reimbursement or an inability of the California Highway Patrol to provide any reimbursement when the final claim is paid.

The *Every 15 Minutes* Procedural Manual, as well as other important documents and information regarding the *Every 15 Minutes* program that shall be used during the course of the program, can be located at www.chp.ca.gov.

2. Contractor agrees to use the following standard language in all press, media, and printed materials: *"Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration."*
3. Contractor agrees to work in cooperation with the assigned representative from the local California Highway Patrol Office (normally the Public Information Officer) during the planning process. The local California Highway Patrol officer shall be the Contractor's primary point of contact shall be included in all planning and committee meetings, as well as the entire Day 1 and 2 activities, to include the overnight retreat.
4. A representative from the California Highway Patrol shall attempt to attend each planning meeting (student, parent, and core group committee) during the course of the program planning process. In addition, a representative from the California Highway Patrol shall be present on Day 1 of the program for the crash scene, removal of students from class, participate in the coordination of other first responders, etc., as well as attend and/or

assist in chaperoning the retreat(s). Additionally, a minimum of at least one representative from the California Highway Patrol shall attend the Day 2 assembly.

5. The Contractor shall assign no less than two students from the high school student body to program committee(s) for participation in the organization and planning of the *Every 15 Minutes* program at the subject school. Students selected to serve on the program committee(s) should not also be selected as crash victims/living dead participants during Day 1 and 2 program activities.
6. Contractor shall provide a copy of this contract to the on-site program coordinator in order to ensure the terms and conditions of this contract are met and followed throughout the course of planning.

C. TERMS AND CONDITIONS

1. Contractor agrees to maintain all records and other evidence pertaining to costs incurred and work performed thereunder, and shall make them available at the Contractor's California office during the contract period and thereafter for a period of three years from the date of receipt of final payment of federal funds.
2. The federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) The copyright in any work developed under a grant, sub grant, or contract under a grant or sub grant; and (b) Any rights of copyright to which a grantee, sub grantee or a contractor purchases ownership with grant support.
3. Contractor shall not assign or transfer interest in this contract without the prior written approval from the California Highway Patrol and the Office of Traffic Safety.
4. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing, signed by the parties hereto, and approved by all necessary parties.
5. The Contractor shall function as the prime contractor of this contract and shall manage the performance of any subcontractors. Contractor shall enter into subcontracts contingent upon the California Highway Patrol and Office of Traffic Safety approval. The Contractor shall be responsible for establishing and maintaining contractual agreements with, and the reimbursement of, each subcontractor for work performed in accordance with the terms of this contract.

All subcontracts entered into pursuant to this contract shall be subject to examination and audit by the Contractor, the California Highway Patrol, the Office of Traffic Safety, and/or the National Highway Traffic Safety Administration, or their designated representatives, for a minimum of three years after final payment. Each subcontract to which the California Highway Patrol and Office of Traffic Safety have consented shall contain a provision that further assignments shall not be made to any third or subsequent

tier subcontractor without additional written consent of the California Highway Patrol and Office of Traffic Safety.

6. Contractor, and any subcontractors, agree to abide by the General Terms, Conditions, and Certifications contained in the Office of Traffic Safety Grant Program Manual, Chapter 6, Exhibit 6-A, all of which by reference herein shall be made a part of this contract. The General Terms, Conditions, and Certifications are available online at www.ots.ca.gov.

D. FUNDING

1. For the purposes of this specific contract, Contractor recognizes that funding for the Every 15 Minutes program is contingent on the California Highway Patrol receiving funding from the Office of Traffic Safety.
2. Payment shall be made from funds appropriated to the California Highway Patrol and are subject to the fiscal procedures of the State of California. The maximum amount payable under this contract shall not exceed six-thousand dollars (\$6,000.00).

E. EXPENSES

1. The following is a list of costs eligible for reimbursement:
 - Materials and supplies necessary to implement the Every 15 Minutes program, including but not limited to;
 - Paper and/or printing costs necessary for reproduction of the assembly program,
 - Office supplies reasonable and necessary for use during the course of the program activities only,
 - Supplies to make headstones and/or obituaries,
 - Flowers for the Day 2 assembly, or "funeral,"
 - Makeup for the living dead/crash victims,
 - Stamps/postage (excluding costs of overnight shipping charges).
 - Blank DVDs/flash drives
 - Reimbursement will be provided for purchase of DVDs/flash drives as necessary to disseminate the video to the program participants only.
 - Rental of sound/audio/video equipment and/or vendors necessary to produce the program video or amplified sound during the crash scene and/or assembly.
 - We strongly encourage student produced videos for the purposes of this program.
 - School-run media/audio classes may rent equipment needed to assist them in the production of the program video, or to provide sound during the program, if needed.
 - Rental of bleachers or chairs for viewing of the crash scene and/or assembly.

- The cost for motivational/guest speakers
 - Reimbursement for motivational/guest speaker shall not exceed \$1,000 per speaker, to include all charges and services associated with speaking during the program, including travel.
 - Any motivational/guest speaker hired to perform services during a multi-school program (i.e.: two or more schools who have joined together to implement a program collaboratively) will still only be reimbursed for charges up to the allowable amount (\$1,000). Speaker will not be reimbursed for speaking fees per each individual school and/or contract.
 - Any speaker requesting reimbursement for travel expenses shall provide an itemized invoice listing all travel charges, and will be reimbursed at the current state rates.
 - Reimbursement will not be provided for out of state travel.
 - For a list of the current state lodging rates, please visit the Department of Human Resources website, www.calhr.ca.gov.
- Lodging for the student retreat
 - Lodging will be reimbursed for Day 1 and 2 of the program only. Any lodging costs incurred outside of Day 1 and 2 of the program, by either students or program coordinators, will not be eligible for reimbursement.
 - Lodging will be reimbursed at the current state rate pertaining to the retreat location, plus any applicable taxes. Any costs exceeding current state lodging rates will not be reimbursed. For a list of the current state lodging rates, please visit the Department of Human Resources website, www.calhr.ca.gov.
- Transportation (buses or vans)
 - Transportation for students and adult chaperones to/from the overnight retreat.
 - Transportation will be reimbursed for Day 1 and 2 of the program only. Any transportation costs incurred outside of Day 1 and 2 of the program, by either students or program coordinators, will not be eligible for reimbursement.
- Thank you cards, plaques, etc. for donors and community supporters
 - Reimbursement of thank you cards, plaques, etc. shall not exceed \$100, to include all charges and services associated with the items.
 - The California Highway Patrol provides a free, downloadable "Certificate of Appreciation" available at no cost to the Contractor. The certificate can be used in place of purchasing thank you cards and/or plaques.
 - To view the certificate, please visit our website www.chp.ca.gov.
- Contractor agrees additional costs not listed above may be allowable upon prior written approval from the California Highway Patrol and Office of Traffic Safety. If a questionable cost may be incurred, Contractor agrees to contact the California Highway Patrol, in writing, requesting prior approval for the expenditure.

2. The following is a list of costs not eligible for reimbursement:

- Duplication of services
 - Reimbursement will not be provided for services rendered which are a duplication of the responsibilities of state, county, and city law enforcement, including the California Highway Patrol, the school, fire department, emergency medical responders, coroner/local mortuary, hospital, chaplains, counselors, or other community groups/ agencies as listed in the Every 15 Minutes Procedural Manual. This program is a community based effort, encouraging members of the community to volunteer time, services, and resources for the common goal of educating teenagers.
- Purchase of t-shirts, sweatshirts, shorts, or any other type of clothing or costume for the program participants, coordinators, or outside resources/agencies.
 - Printing and/or design charges on t-shirts or other clothing items.
- Purchase of sound/audio/video equipment, including, but not limited to; computers, microphones, projectors and screens, cameras/camcorders, batteries, tripods, external hard drives, SD cards, phones, televisions, DVD players, iPods/iPads, etc.
- Promotional items, including, but not limited to; lanyards, banners/posters, key chains, bags/backpacks, bracelets, rulers, pencils/pens, balloons, coffee cups, bumper stickers, and stationery.
- Food/beverages
 - Meals or food items of any kind. This includes beverage items such as coffee, bottled water, soda, juice, or any other beverages.
- Paper products including, but not limited to, plates, utensils, cups, napkins, tablecloths (paper or fabric), or any other paper products.
- Flash bang devices.
- Tarps.
- Fatal Vision goggles.
- Permits costs for street closures.
- Salary and/or overtime (i.e., substitute teachers, personnel at allied agencies, etc.).
- Administrative costs
 - Reimbursement will not be provided for any administrative and/or indirect costs incurred associated with the preparation of reports, documents, etc., generated as a result of grant required paperwork.

- Tips/Gratuities
 - Any tip(s) provided by the Contractor to vendors, sub-contractors, for services received, etc., are made at the discretion of the Contractor and are not reimbursable under this grant.
 - Insurance fees, including supplemental insurance policies or facility rental insurance.
 - Parking fees, including charges for parking permits, tolls, or bridges.
 - Entertainment.
 - Costs of amusement, social activities, and any costs directly associated with such activities (i.e., tickets to shows or sporting events, lodging, rental of facilities, transportation to/from, and gratuities).
 - Toys and/or games.
 - Music
 - Reimbursement will not be provided for the purchase of music (online, streaming fees, physical copy, etc.), gift cards (i.e., iTunes gift cards), music rights fees, or any other costs/fees associated with purchasing music for the purposes of the program.
 - Fees for webpage costs, domain names, hashtags, social media filters, or any other online personalized purchases.
 - Program Advertising. Costs of billboard space, radio/television air time, and newspaper/magazine advertisement (including articles/ads of appreciation to supporters of the program) for program-related messages and activities.
 - Cost of overnight or courier mail service.
 - Contributions and donations, including cash, property, and services to others, regardless of the recipient.
 - Cost of fund-raising, including financial campaigns, solicitation of gifts, and similar expenses incurred to raise capital (such as selling the *Every 15 Minutes* program video) or obtaining contributions.
 - Scholarships.
 - Contest prizes and/or gifts (i.e., cash and/or gift certificates).
3. Only the costs as specified herein, are authorized for reimbursement by the California Highway Patrol to Contractor under this contract. Any other costs incurred by Contractor in the performance of this contract are the sole responsibility of the Contractor.

4. All items to be purchased under this contract are considered expendable and title to the items are vested to the local agency. No inventory controls are required except reporting of what was actually purchased. No non-expendable items, defined as having a unit cost of \$5,000 or more, are authorized for purchase under this contract.
5. If Contractor accepts monetary donations from Department of Alcoholic Beverage Control licensed establishments, liquor wholesalers, distributors, or manufacturers, NO display of alcoholic beverage brand logos or other brand identification is permitted.

F. REIMBURSEMENT

1. In order to be eligible for reimbursement, Contractor shall furnish a final report package to the California Highway Patrol within thirty (30) days after completion of the *Every 15 Minutes* program. If the reimbursement package is not submitted as stated above, the agreement may be cancelled and any request for reimbursement may be denied.
2. Contractor understands in order to be eligible for reimbursement costs incurred and claimed must be necessary and reasonable for proper implementation of the program, be incurred after the effective date of the contract and on or before the contract termination date, and cannot result in a profit or other increment to the contracting agency.
3. Payment of approved reimbursable costs shall be made in arrears, on a one-time basis. Payment to the Contractor shall be made within 45 days of the California Highway Patrol's approval of invoices, however, no late payment or interest penalties are applicable to payments not made within this time period.
4. In order to be eligible for reimbursement, the reimbursement package shall consist of all the following items. The reimbursement package will be considered incomplete if all of the below materials are not submitted:
 - A written, final report by the Contractor on Contractor's official letterhead
 - The final report shall be at least one page in length and consist of an overview of the entire program, from the planning stages through the debriefing process, as well as a final conclusion.
 - Additional materials shall include all of the following items:
 - Program operational plan,
 - Letters sent from school to parents/students/community,
 - Day 2 assembly program
 - Copies of any newspaper or online articles that were published,
 - Pictures,
 - Press release (if issued),
 - Program video (physical copy submitted on video or flash drive; an online link will not be accepted),
 - Any other materials you feel will highlight your program.
 - Agency Contract Claim for Reimbursement (see page 9).
 - Copies of all invoices/receipts being claimed for reimbursement

5. The reimbursement packet will be considered incomplete if all requested documents and materials are not submitted concurrently. Contractor understands untimely submission of reimbursement claims may result in loss or reduction of grant funding.
6. The California Highway Patrol may delete from Contractor's invoice any amount claimed by Contractor if the Department determines the expense to be inappropriate or excessive, or violates any other provisions of the contract.
7. Contractor agrees to refund to the California Highway Patrol any amounts claimed for reimbursement and paid to Contractor that are later disallowed by the California Highway Patrol, or other official auditor, after audit or inspection of records maintained by the Contractor.
8. All invoices and correspondence are to be mailed in accordance with the applicable instructions. Costs incidental to the report's preparation or delivery that are incurred subsequent to the termination date of the contract are not allowable.

INSTRUCTIONS:

- 1) Provide an Itemized listing of all reimbursable expenses. An attached spreadsheet will not be accepted.
- 2) All invoices/receipts must be legible, printed single sided, and show a valid date. If a receipt is less than 8-1/2" x 11", affix receipt to paper with clear tape or paperclip. **DO NOT USE STAPLES**
- 3) Sign below where indicated. A reimbursement cannot be made without an original signature.
- 4) Return this form, along with all other required items per your contract, to:
California Highway Patrol, 061-Every 15 Minutes Program, PO Box 942898, Sacramento, CA 94298-0001

CONTRACTOR NAME: John C. Kimball High School	CONTRACT NUMBER: 18C061032
STREET ADDRESS: 3200 Jaguar Run	
CITY, STATE, ZIP CODE: Tracy, CA 95377	PROJECT # AL19023 TODD III

[illegible]

Print Contractors Name/Title

Date _____

Contractor's Signature

Internal Use Only

Signature: _____

Title/I.D.#

Date:

Fi\$cal Receipt ID:



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: February 14, 2019
SUBJECT: **Approve Out of State Travel for Eight Kimball High School (KHS) Staff Members to Attend Professional Learning Communities (PLC) at Work Institute in Las Vegas, NV June 2-5, 2019**

BACKGROUND: Kimball High School (KHS) staff members will have the opportunity to network with some of the most insightful minds in education. Seven (7) teachers and one administrator will attend. The presenters, all educators who have successfully led schools through the Professional Learning Communities (PLC) process, are accessible throughout the event. The program includes time for questions during breakout sessions, a panel of experts to address questions from the audience, and time for teams to reflect and seek advice of the presenters. At the end of team time, participants will focus on next steps. KHS staff members will revisit the school's mission, introduce new team members to the process, and get answers to new questions. The focus is on the three big ideas of a PLC—focus on learning, build a collaborative culture, and results orientation. KHS staff members will gain specific, practical, and inspiring strategies for transforming our school and district into a place where all students learn at high levels.

RATIONALE: District and Site Early Release Monday (ERM) have designated PLC time for all teachers. The PLC process is increasingly recognized as the most powerful strategy for sustained, substantive school improvement. This institute will provide knowledge and tools to continue to improve this powerful process in our district. To support the ongoing implementation of PLC, KHS proposes to send a team of teachers to the PLC at Work Institute to further develop their skills and to train other colleagues in improved teaching and learning through the PLC process. This agenda item supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: All expenses will be paid by on-time Title 1 carryover funds. Approximate costs for eight participants are provided below and will not exceed \$19,000.00. Registration (\$5,352.00); Lodging (\$7560.00); Mileage (\$760.00); Air Fare (\$2,400.00); and Meals (\$1,456.00).

RECOMMENDATION: Approve Out of State Travel for Eight Kimball High School (KHS) Staff Members to Attend Professional Learning Communities (PLC) at Work Institute in Las Vegas, NV June 2-5, 2019.

Prepared by: Ben Keller, Principal Kimball High School.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: February 6, 2019
SUBJECT: **Approve Agreement for Special Contract Services with Solution Tree, Inc. to provide Professional Development to Teachers at South/West Park School on March 1, 2019**

BACKGROUND: South/West Park will concentrate efforts to improve Professional Learning Communities (PLC) effectiveness. A team of teachers and administrators attended a Solution Tree, Inc. PLC conference during the summer of 2018. Solution Tree, Inc. will deliver onsite professional development at South/West Park school on March 1, 2019.

RATIONALE: PLC's are necessary to increase effective collaboration in our school. This request supports District Strategic Goal #1: Prepare students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social and emotional potential.

FUNDING: The training will be paid out of District Title 1 Carryover funds not to exceed a total of \$6,500.00.

RECOMMENDATION: Approve Agreement for Special Contract Services with Solution Tree, Inc. to provide Professional Development to Teachers at South/West Park School on March 1, 2019

Prepared by: Ramona Soto, Principal, South/West Park School

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: provide Professional Development to Teachers at South/West Park
on March 1, 2019 with Mandy Barrett.

AL

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of one () [] HOURS [x] DAYS, under the terms of this agreement at the following location South/West Park.

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

- a. District shall pay \$6,500.00 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$6,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$N/A for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [x] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on Feb. 28, 2019 and shall terminate on March 1, 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, Ramona Soto, at (209) 830-3335 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

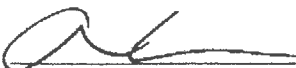
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:


Contractor Signature

2/6/19
Title

Tracy Unified School District

IRS Identification Number

Date

Director of PD
Title

Account Number to be Charged

Solution Tree Inc

Department/Site Approval

Address

555 N. Morton St.

Budget Approval

Bloomington, IN 47404

Date Approved by the Board

**Solution Tree, Inc.
Purchase Agreement**

Effective January 31, 2019, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St.,
Bloomington, IN 47404 and Tracy Unified School District - South/West Park Elementary ("Customer")
located at 501 Mt Oso Ave Tracy, CA US 95376 agree as follows:

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

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

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

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$1,300.00	Upon execution of Agreement
Onsite Professional Development	\$5,200.00	March 1, 2019

3. **Onsite Professional Development**

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

4. **General Terms**

- 4.1. **Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to



entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

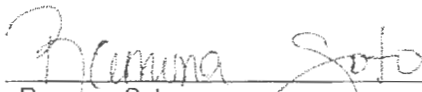
4.2. Force Majeure: If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.

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

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

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

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



Ramona Soto
Principal
Tracy Unified School District - SouthWest Park
Elementary

1-31-19

Date

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

Date

Please email this Agreement to Michael Richter at michael.richter@SolutionTree.com or fax to 866.308.3135.

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: Ramona Soto-Scuray
Title: Principal
Phone: (209) 830-3335
Email: rsoto@tvsd.net
Cell #: (209) 603-5226
Fax: (209) 830-3336

Who will receive and pay the invoices?

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: February 5, 2019
SUBJECT: Approve Out of State Travel for IB Teacher to Attend the IB Teacher Training Workshop; IB Physics at Armand Hammer United World College of American West in Montezuma, NM on June 22-25, 2019

BACKGROUND: The Tracy High School International Baccalaureate Diploma (IB) teaching staff members need a program-sponsored workshop to ensure a strong teaching staff that is trained in all aspects of IB. Armand Hammer United World College of American West (UWC) hosts a series of teacher training workshops for IB Diploma teachers every year. This year, they will host the International Baccalaureate Teacher Training Workshops in Montezuma, New Mexico. They are committed to providing practical instruction from highly skilled workshop leaders, including senior examiners and experienced classroom teachers.

RATIONALE: At the UWC International Baccalaureate Teacher Training Workshop, IB teacher, Ryan Wasurick, will be instructed on the latest developments in the curriculum, assessment procedures and format of the IB Physics course and examination. This workshop is a category 1 workshop recommended for teachers who are new to IB. The course will provide focus on developing and supporting students as they write their internal assessment and prepare for the written examination for the course. IB Physics is a popular course for both traditional IB students and students who are taking their first IB class. This Agenda item supports District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential. This location is the closest training for this subject, as they do not offer it in California.

FUNDING: The IB Grant will fund the conference costs, including \$1,269.00 for registration, hotel room and meals; \$52.00 for meals on travel days; \$ 700.00 estimated airfare; \$405.00 for estimated mileage to airport, parking, travel insurance and taxi or airport shuttle service. The total expenses shall not exceed \$2426.00.

RECOMMENDATION: Approve Out of State Travel for IB Teacher to attend the IB Teacher Training Workshop; IB Physics at Armand Hammer United World College of American West in Montezuma, NM on June 22-25, 2019.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: February 5, 2019
SUBJECT: **Approve Out of State Travel for IB Teacher to Attend the IB Teacher Training Workshop; IB Environmental Systems and Society at Armand Hammer United World College of American West in Montezuma, NM on June 26-29, 2019**

BACKGROUND: The Tracy High School International Baccalaureate Diploma (IB) teaching staff members need a program-sponsored workshop to ensure a strong teaching staff that is trained in all aspects of IB. Armand Hammer United World College of the American West (UWC) hosts a series of teacher training workshops for IB Diploma teachers every year. This year, they will host the International Baccalaureate Teacher Training Workshops in Montezuma, New Mexico. They are committed to providing practical instruction from highly skilled workshop leaders, including senior examiners and experienced classroom teachers.

RATIONALE: At the UWC International Baccalaureate Teacher Training Workshop, IB teacher, Ken Wedel, will be instructed on the latest developments in the curriculum, assessment procedures and format of the IB Environmental Systems and Societies course and examination. This workshop is a category 2 workshop recommended for experienced teachers who have taught IB. The course will provide focus on developing and supporting students as they write their internal assessment and prepare for the written examination for the course. IB Environmental Systems and Societies is a popular course for both traditional IB students and students who are taking their first IB class. This Agenda item supports District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential. This location is the closest training for this subject, as they do not offer it in California.

FUNDING: The IB Grant will fund the conference costs, including \$1,269.00 for registration, hotel room and meals; \$52.00 for meals on travel days; \$ 700.00 estimated airfare; \$438.00 for estimated mileage to airport, parking, travel insurance and taxi or airport shuttle service. The total expenses shall not exceed \$2460.00.

RECOMMENDATION: Approve Out of State Travel for IB Teacher to attend the IB Teacher Training Workshop; IB Environmental Systems and Societies at Armand Hammer United World College of American West in Montezuma, NM on June 26-29, 2019

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: February 4, 2019
SUBJECT: Approve Agreement for Special Contract Services for Brian Baker, Motivational Speaker during State Testing on April 3, 2019

BACKGROUND: Every year Tracy Unified goes through mandatory State Testing of our students. At West High school, we have found a system to administer the test, and keep the student population not testing continuing to learn, through impactful speakers. We rotate students from testing, to activity, to motivational speaker through their school day. On April 3, 2019 Mr. Brian Baker, a motivational speaker will speak to students in the main gym at West High School.

RATIONALE: This aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or 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: Assemblies are budgeted on our site plan, goal #2a2. Mr. Baker will be paid a flat fee of \$2,000, from our site Title 1 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services for Brian Baker, Motivational Speaker during State Testing on April 3, 2019

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

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 Brian Baker, 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:

Motivation talk to student body

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

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

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

- a. District shall pay \$ 2000 per [] HOUR [] DAY [☒] FLAT RATE, not to exceed a total of \$ 2000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [☒] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ W/A for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [☒] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

- ✓ 4. The terms of the agreement shall commence on 04/03/19, and shall terminate on 04/03/19.

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, Jose Jimenez at (209) 373-7207 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.

Weed
Clarity

AGREED:

Brian Baker President
Contractor Signature Title

IRS Identification Number

President
Title

2443 Fair Oaks #98
Address

Sacramento, CA 95825

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: February 4, 2019
SUBJECT: Approve Agreement for Special Contract Services for Eric McElvenny, Motivational Speaker during State Testing on April 9, 2019

BACKGROUND: Every year Tracy Unified goes through mandatory State Testing of our students. At West High school, we have found a system to administer the test, and keep the student population not testing continuing to learn, through impactful speakers. We rotate students from testing, to activity, to motivational speaker through their school day. On April 9, 2019 Mr. Eric McElvenny, a motivational speaker will speak to students in the main gym at West High School.

RATIONALE: This aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or 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: Assemblies are budgeted on our site plan, goal #2a2. Mr. McElvenny will be paid a flat rate of \$2,500 from our site Title 1 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services for Eric McElvenny, Motivational Speaker during State Testing on April 9, 2019

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

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 Eric McElvenny, 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: give multiple motivational presentations, meet and answer questions with students and faculty.

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

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

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

- a. District shall pay \$2500 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$2500. 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 April 9, 2019, and shall terminate on April 9, 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, Jose Jimenez, at (209) 830-3370 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:

Eric McElvenny : Digitally signed by Eric McElvenny
Date: 2019.01.03 18:18:02 -05'00'

Contractor Signature

Title

82-2857079

IRS Identification Number

Title

4950 Linda Dr, Pittsburgh, PA 15236

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 25, 2019
SUBJECT: **Approve Out of State Travel for Six South/West Park Elementary School Teachers to Attend PLC at Work Institute in Las Vegas, NV on June 3-5, 2019**

BACKGROUND: For three days, South/West Park teachers will have the opportunity to network with some of the most insightful minds in education. The presenters, all educators who have successfully led schools through the PLC process, are accessible to you throughout the event. The program includes time for questions during the breakout sessions, a panel of experts to address questions from the audience, and time for teams to reflect and seek the advice of the presenters. At the end of team time, teachers will focus on next action steps. Our teachers will revisit our school's mission, introduce new team members to the process, and get answers to new questions. The focus is on the three big ideas of a PLC—focus on learning, build a collaborative culture, and results orientation—teachers will gain specific, practical, and inspiring strategies for transforming our school into a place where all students learn at high levels.

RATIONALE: District and Site Early Release Monday (ERM) is designated for PLC time for all teachers. The PLC process is increasingly recognized as the most powerful strategy for sustained, substantive school improvement. This institute will provide our team the knowledge and tools to continue to improve this powerful process in our school. This Agenda item supports District Strategic Goal #2: Hire, support, develop, train and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social and emotional potential.

FUNDING: Total cost for the three-day institute will not exceed \$13,200 for six teachers. Funding will be provided by District Title 1 Carryover funds.

RECOMMENDATION: Approve Out of State Travel for Six South/West Park Elementary School Teachers to Attend PLC at Work Institute in Las Vegas, NV on June 3-5, 2019.

Prepared by: Ramona Soto, Principal, South/West Park Elementary.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: February 19, 2019
SUBJECT: Approve Agreement for Special Contract Services with Restoration Center for Parent Project Parent Trainings for the 2018-2019 School Year Beginning March 18 through May 13, 2019

BACKGROUND: Parent Project is an intensive psycho-educational parent training program used as both a prevention and intervention for our parents and students. Parent Project targets at risk students between the ages and 5-12 using behavior modification as a basis for change during the 2018-2019 school year.

RATIONALE: Jacobson Elementary School will host the Parent Project, who will provide the parent trainings (in both Spanish and English) as a way to provide assistance using specific strategies and support systems to help parents help their children attend school and be academically successful. There will be a training manual, refreshments, and incentives provided to parents for participating. This parent program will support 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 and Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There will be no fee to host this parent project on our school campus.

RECOMMENDATION: Approve Agreement for Special Contract Services with Restoration Center for Parent Project Parent Trainings for the 2018-2019 School Year Beginning March 18 through May 13, 2019.

Prepared by: Ms. Mary Petty, Jacobson School Principal.

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 Restoration Center, 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: Parent Project is an intensive psycho-educational parent training program used as both a prevention and intervention for our parents and students. Jacobson Elementary School will host the Parent Project, who will provide the parent trainings (in both Spanish and English) as a way to provide assistance using specific strategies and support systems to help parents help their children attend school and be academically successful.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of eight (8) [] HOURS [X] DAYS, under the terms of this agreement at the following location Jacobson School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$0.00 per [] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$0.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on March 18, 2019 and shall terminate on May 13, 2019.
5. This agreement may be terminated at any time during the term by either party upon _____ 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, Mary Petty, at (209) 830-3315 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [☒] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:


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

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

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

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

AGREED:


Contractor Signature
CEO/FOUNDER
Title
45-3777391
IRS Identification Number
CEO/FOUNDER
Title
500 N. Corral Hollow Road
Address
TRACY, CA 95376

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: February 14, 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>
Furtado, Sarah 2 nd grade	North	5/24/19	Personal
Grant, Leah 6 th grade (Science)	North	5/24/19	Personal
Pita, Dena SDC 6-8 grade	MVMS	5/24/19	Personal
Wittkowske, Debra Chemistry	THS	6/28/19	Personal

BACKGROUND:

CERTIFICATED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Dixon, Doyle F.E.A.S.T	THS	6/30/19
Gowan, Janelle Kindergarten	Jacobson	5/24/19
Lagasca, Benjamin English	THS	5/24/19
Perry, Susan Librarian	WHS	5/31/19

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Fagundes, Jill Special Ed Para Educator I	Central	02/07/19	Personal
Gallegos, Luz Payroll Technician	DEC/ Finance	02/03/19	Accepted HR Technician position
Ramirez, Denise Food Service Worker	Central	02/15/19	Accepted breakfast FSW position at North School

BACKGROUND:

CLASSIFIED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Swaney, Alicia Food Service Worker	KHS	02/01/19

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

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: February 15, 2019
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Alfaro, Jessica

Bledsaw, Michael

Contreras, Michelle

Galvan, Avileni

Molina, Daniel

Novoa-Garcia, Liliana

CLASSIFIED

Parent Liaison (Replacement)
Jacobson/McKinley Elementary Schools
Range 28, Step C - \$17.26 per hour
8 hours per day
Funding: Targeted EL

Utility Person II (New)
Art Freiler School
Range 35, Step A - \$18.53 per hour + ND
8 hours per day
Funding: General Fund

Food Service Worker (New)
Hirsch Elementary School
Range 22, Step D - \$15.73 per hour
2.5 hours per day
Funding: Child Nutrition – School Program

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

Parent Liaison (Replacement)
South/West Park
Range 28, Step C - \$17.26 per hour
8 hours per day
Funding: Targeted EL

Bilingual Para Educator I (New)
West High School
Range 24, Step A - \$14.35 per hour
5 hours per day
Funding: Targeted EL

Ramirez, Denise

Food Service Worker (Replacement)
North Elementary School
Range 22, Step B - \$14.35 per hour
2.5 hours per day
Funding: Child Nutrition – School Program

Reddick, Linda

Para Educator I (Replacement)
Jacobson Elementary School
Range 24, Step A - \$14.35 per hour
4 hours per day
Funding: IASA Title I

Wells, Mackenzie

Utility Person II (Replacement)
Maintenance and Operations (Crew I)
Range 35, Step A - \$18.53 per hour + ND
8 hours per day
Funding: General Fund

BACKGROUND:

MANAGEMENT/CLASSIFIED
CONFIDENTIAL

Gallegos, Luz

Personnel Technician for Certificated
Employees (Replacement)
DEC/Human Resources
Range 13 LMH, Step E - \$33.17 per hour
8 hours per day
Funding: General Fund

BACKGROUND:

COACHES

Baumann, Frank

50% Varsity Boys' Volleyball
Tracy High School
Stipend: \$2,930.34

Cavallaro, Samuel

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

Ebojo, Catherine

50% Varsity Boys' Volleyball
Tracy High School
Stipend: \$2,930.34

Farfan, David

Frosh Baseball
West High School
Stipend: \$3,907.11

Myers, Christopher

Varsity Girls' Golf
West High School
Stipend: \$3,907.11

Waters, Cassidy

Assistant Varsity Swimming

West High School

Stipend: \$3,907.11

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: February 15, 2019
SUBJECT: Cast Ballot for CSBA 2019 Delegate Assembly Election

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

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

____ Eric Duncan (Manteca USD)
____ George Neely (Lodi USD)*
____ Christopher "Kit" Oase (Ripon USD)*
____ Courtney Porter (Lodi USD)*

*incumbent

FUNDING: N/A

RECOMMENDATION: Cast Ballot for CSBA 2019 Delegate Assembly Election.

Prepared by: Dr. Brian Stephens, Superintendent.

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No later than **FRIDAY, MARCH 15, 2019**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.
A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2019 DELEGATE ASSEMBLY BALLOT
SUBREGION 8-A
(San Joaquin County)

Number of vacancies: 2 (Vote for no more than 2 candidates)

Delegates will serve two-year terms beginning April 1, 2019 - March 31, 2021

**denotes incumbent*

☐

Eric Duncan Sr (Manteca USD)

☐

George Neely (Lodi USD)*

☐

Christopher (Kit) Oase (Ripon USD)*

☐

Courtney Porter (Lodi USD)

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

Date of Board Action

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

2019 Delegate Assembly Candidate Biographical Sketch Form

DUE: Monday, January 7, 2019 – no late submissions accepted

Please complete, sign, and date this required ONE-page candidate biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.

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

Signature: Eric Duncan Sr. (Signature) Date: 12/17/18

Name: Eric Duncan Sr CSBA Region & subregion #: 8A
District or COE: Manteca Unified Years on board: 2
Profession: Special Education Contact Number (please V ☒ Cell ☐ Home ☐ Bus.): 209-271-8778
*Primary E-mail: eduncan@musd.net
(*Communications from CSBA will be sent to primary email)
Are you an incumbent Delegate? ☐ Yes ☒ No | If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

I would like to become a delegate so I can contribute to my region on a larger scale. I have really grown as a Trustee over the past two (2) years and becoming a delegate will enhance my growth even more. My abilities to work as a team to reach a common goal will serve well as a delegate.

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

With my local board, I was recently voted in as Vice President, I serve on the Facilities Committee, and was also appointed as City of Stockton Parks and Recreation Commissioner. I am the President of our local youth sports organization, organized a community operated nonprofit organization to support the establishment of our local Boys & Girls Club, and volunteer coach with our youth organization. I am a member of the CSBA Equity Network, I have attended the CSBA AEC the past three (3) years, participated in Legislation Day, & finished third in the race for African American Director at Large position.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

The biggest challenge facing governing boards are the lack of funding for public education. I feel that CSBA can help address this issue by continuing to lobby for the federal and state government to increase funding until we are fully funded.

E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691. Please only submit biosketch form via one of these modes only; do not send multiple times. If you have any questions, please contact the Executive Office at (800) 266-3382.

2019 Delegate Assembly Candidate Biographical Sketch Form

DUE: Monday, January 7, 2019 – no late submissions accepted

Please complete, sign, and date this required ONE-page candidate biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.

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

Signature: George Neely

Digitally signed by George Neely
DN: cn=George Neely, o=ou email=george22@gmail.com, c=US
Date: 2018.12.12 12:10:32 -0800

Date: 12/12/2018

Name: George Neely CSBA Region & subregion #: 8A
District or COE: Lodi Unified School District Years on board: 8
Profession: Retired Military Officer/Teacher Contact Number (please v ☒ Cell ☐ Home ☐ Bus.): 209-329-5152
*Primary E-mail: gneely@lodiUSD.net
(*Communications from CSBA will be sent to primary email)
Are you an incumbent Delegate? ☒ Yes ☐ No | If yes, year you became Delegate: 2013

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

I have been a Board member for 8 years and a CSBA delegate for 6 years. I strongly believe in the purpose and the power of CSBA. We are largest single body of elected officials in the country, and I believe that if we act together, we can greatly impact the direction of public education in California. I am a graduate of the CSBA Masters in Governance Program. I have been President of the Lodi USD Board twice. I am a founding member of our Legislative Advocacy committee, and I have met with all 3 of our Assembly members and our State Senator in the last 3 months. I am also a member of our Lodi City Council 2 x 2 committee and the San Joaquin County School Boards Association.

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

In the 8 years that I have been a member of our Lodi City Council 2 x 2 committee, I have met with council members many times, both formally as part of the committee and informally as well. As President of the LUSD Board, I have spoken at City Council Meetings to give the council updates on the status and progress of LUSD. I am a founding Board member of Giving Opportunities To Kids (GOT Kids), our nonprofit foundation for raising and distributing money to our schools to support student activities. I have sponsored resolutions in support of CSBA goals including a resolution for Full and Fair Funding. I presented "Technology in Education" at the CSBA Annual Education Conference.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

Public Education faces 3 major issues that must be addressed. The first is Full and Fair Funding. CSBA has done a fantastic job laying the ground work to increase the funding level for California Schools. We must now take the message to the public. The second issue is Charter School Reform. Charter Schools must be forced to play on a level playing field! If we increase funding, without Charter School Reform, we will see a huge increase in the number of applications as they scramble for the money. The third area we must address is that of Special Education. Districts must spend an ever-increasing amount of their limited funds on Special Ed mandates not covered by our current funding.

E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691. Please only submit biosketch form via one of these modes only; do not send multiple times. If you have any questions, please contact the Executive Office at (800) 266-3382.

Resume of George Neely

Statement of Qualifications

I am a retired military officer, a retired manager for General Electric Security, and a retired public school teacher. I have been on the Board of Education for 8 years and been a CSBA Delegate for Region 8A for the last 6 years. I have pursued additional training as a Board Member on my own, as well as taking classes at CSU Stanislaus for School administration. I have a strong technology background in both the government and corporate arenas.

Work Experience:

- 2010 – Board of Education, Lodi Unified School District
Served as Board President, Board Vice President, and Board Clerk. Served on Lodi City Council 2 x 2 Committee, Legislative Advocacy Committee, and San Joaquin School Board Association.
- 2010 – 2015 Teacher and Administrator for Academy of Business, Law, and Education
Taught Personal Finance, Communications, Computer Literacy, Web Design, and Job Skills
- 2005 – 2010 Teacher for Lodi Unified School District
Classroom teacher for Title 1 Schools
- 1992 – 2004 Territory Manager for General Electric Security
Responsible for business development in Southern California and Hawaii
- 1991 – 1992 Director of Technical Services X-Truder National
Responsible for technical operations of Atlanta based security provider
- 1971 – 1991 US Army
Infantry Soldier in Vietnam
Aviation Officer, Attack Helicopter Pilot, Scout Helicopter Pilot

Education

- Lodi High School
- Austin Peay State University, Clarksville, TN
Bachelor Business Administration
- California State University Stanislaus
Multi Subject Teaching Credential
- California School Board Association
Masters in Governance

Personal

Married with 3 children and 6 grandchildren. My hobbies include home renovation projects, hiking, traveling, and golf.

2019 Delegate Assembly Candidate Biographical Sketch Form

DUE: Monday, January 7, 2019 – no late submissions accepted

Please complete, sign, and date this required ONE-page candidate biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.

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

Signature: _____

Date: 1-4-19

Name: Dr. Christopher "Kit" Oase

CSBA Region & subregion #: 8A

District or COE: Ripon Unified School District

Years on board: 8

Profession: Retired Educator

Contact Number (please v ☒ Cell ☐ Home ☐ Bus.): 209-613-1035

*Primary E-mail: kitoase@yahoo.com

(*Communications from CSBA will be sent to primary email)

Are you an incumbent Delegate? ☒ Yes ☐ No | If yes, year you became Delegate: 2017

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

The CSBA has established itself as an effective organization representing school boards and children throughout the State of California. I would hope to continue my service as a member of the Delegate Assembly to actively support these efforts. I have skills and knowledge as a former teacher and administrator as well as service as a member and chair many years ago of the State Commission on Educational Innovation and Planning. I would hope the breadth and depth of my experience and ability to work with others might be helpful in the work of our organization.

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

I have served on the Ripon Unified Schools Governing Board for 8 years including work as Clerk, Vice President and President. I have chaired the last two bond campaigns for our district, attended Legislative Action Days, and been involved in legislative issues on a regular basis. My community activities include serving as President of the Ripon Arts League, and work as lay leader of my church.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

Challenges include: (1) maximizing the resources we have to provide the best education we can for students, (2) continuing work to keep ourselves informed on local and statewide issues and (3) ensuring that CSBA continues its excellent efforts to garner respect in the education community, State Legislature and Governor, and public at large. CSBA needs to continue to inform school board members at all levels of communication the importance of their role in fostering quality schools. To that end, working as a team between the board and superintendent, addressing the ongoing need for more reasonable funding to meet the needs of students, and developing a stronger and reasoned voice for CSBA.

E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691. Please only submit biosketch form via one of these modes only; do not send multiple times. If you have any questions, please contact the Executive Office at (800) 266-3382.

Resume of Christopher "Kit" Oase

Member of the Delegate Assembly (8A)- 2 years

Member and Board Officer, Ripon Unified School District- 8 years

Active in CSBA Legislative Action Day, Proposition 51 election and specific legislative efforts

Holds Bachelor's and Master's degrees in Government and Music from Sacramento State Univ.

Holds Interdisciplinary Doctorate in Political Science and Economics from Idaho State University

Retired educator with 11 years teaching experience at the elementary and high school levels, and 24 years of service as a school administrator in unified school districts and the Stanislaus County Office of Education.

Enjoys- family, photography, camping, golf and music.

Involved in his church and community including 20+ gallon blood donor, community concerts leader, church choir member and scholarship donor.

2019 Delegate Assembly Candidate Biographical Sketch Form

DUE: Monday, January 7, 2019 – no late submissions accepted

Please complete, sign, and date this required ONE-page candidate biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state “see résumé” and do not re-type this form. It is the candidate’s responsibility to confirm that all nomination materials have been received by the CSBA Executive Office.

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

Signature: Courtney Porter

Digitally signed by Courtney Porter
DN: cn=Courtney Porter, ou=Lodi Unified School District, o=Lodi Unified School District, email=cp@lodi.k12.ca.us
Date: 2019.01.03 09:21:26 -0800

Date: 1/3/2019

Name: Courtney Porter

CSBA Region & subregion #: 8 A

District or COE: Lodi Unified School District

Years on board: new

Profession: Trustee Contact Number (please V ☒ Cell ☐ Home ☐ Bus.): 209-712-1176

*Primary E-mail: courtneypor@sbcbglobal.net

(*Communications from CSBA will be sent to primary email)

Are you an incumbent Delegate? ☐ Yes ☒ No | If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. (Character count limit: 700)

After spending thirty-eight years as a classroom teacher, I am eager to continue helping the kids and community after my recent retirement. My educational career has included leadership roles such as Science Dept. Chair, Union Executive Board, and Aquatics Director. I have worked successfully with AP, Pre-AP, special needs students, English language learners and a variety of children from diverse backgrounds. I hold a Master's degree in Biology from Stanford University. My teaching days have drawn to a close, but my dedication to my community remains strong. I am now interested in becoming an effective, strong and dynamic trustee in order to continue serving students from our state.

+

Please describe your activities and involvement on your local board, community, and/or CSBA. (Character count limit: 700)

I have only recently been elected to the school board, but as I stated above my thirty-eight years of classroom experience has taught me a great deal about the profile, challenges and needs of my community. I have also spent thirty-eight years as a high school and college coach, and this has given me valuable opportunities to get to know many different families in our area. I have fundraised, organized and worked side by side thousands of students, parents, local government officials to improve our community and help kids succeed in the classroom and beyond. I know my local community, and I am eager to learn all I can now about how to best serve the families in our area as a trustee.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? (Character count limit: 700)

Today's schools face tougher challenges with increasingly limited resources. The governing boards across the state must grapple with how to provide a competitive, inspiring educational experience for every student within diminishing budgets and daunting societal challenges. The high school where I taught for thirty-eight years has a population where nearly 70% of our students are categorized as receiving free/reduced lunch. The socio-economic conditions of the Central Valley call for dedicated problem-solvers and creative solutions. The kids we work with face daunting circumstances, but their schools need to be ready to meet all of their needs. Good governing boards can inspire change.

E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691. Please only submit biosketch form via one of these modes only; do not send multiple times. If you have any questions, please contact the Executive Office at (800) 266-3382.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: February 4, 2019
SUBJECT: **Approve the Purchase of Additional Serving Line Equipment for the West High School Kitchen**

BACKGROUND: Tracy Unified Food Services plans to purchase additional serving line equipment for the West High School kitchen valued at \$54,963.55, which is under the state and federal bid threshold.

RATIONALE: Approval of this agenda item gives authorization to the Director of Food Services to purchase the equipment. This equipment will provide students with a third meal service line inside the cafeteria, which should decrease wait time and expedite meal service.

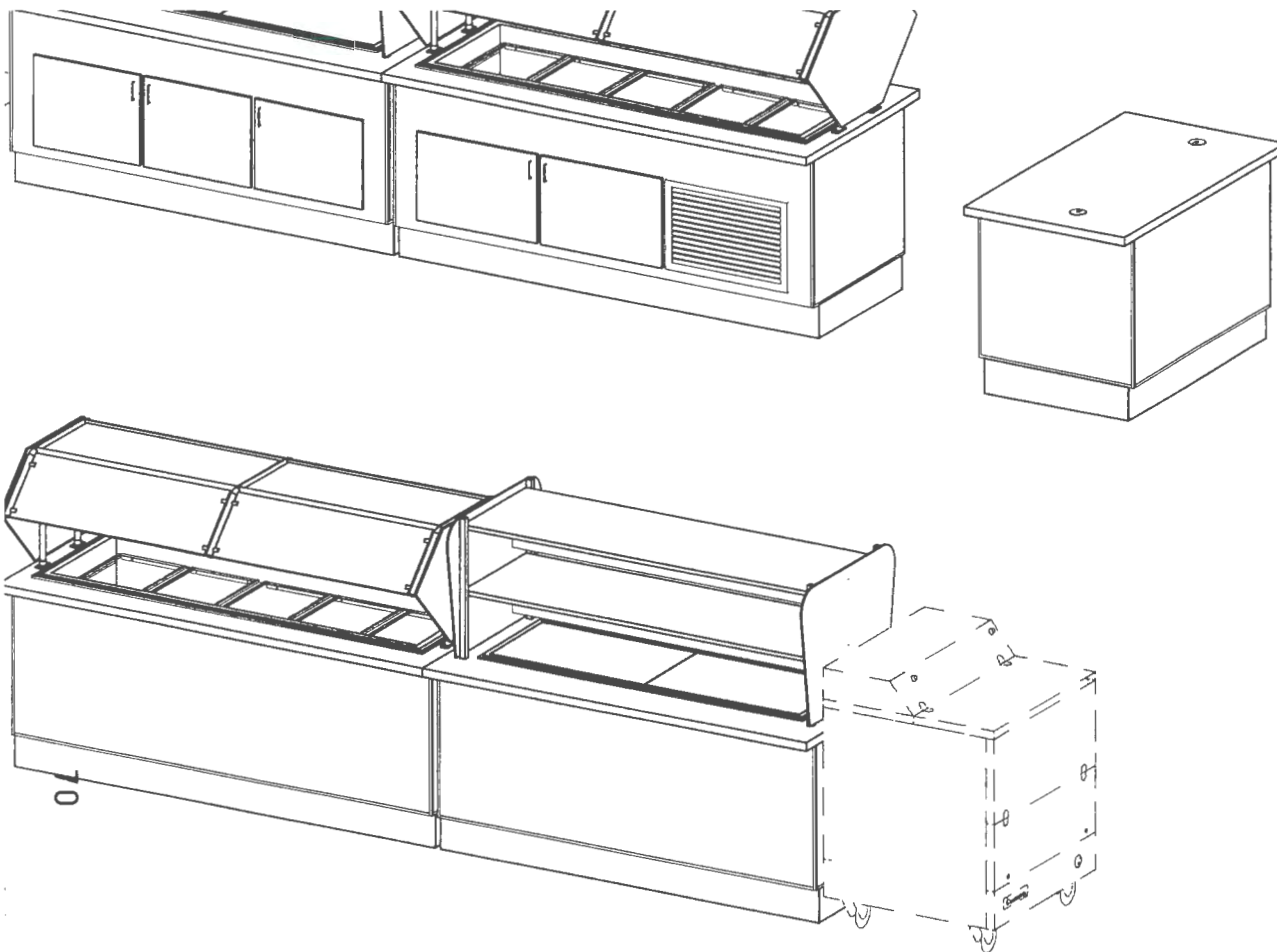
FUNDING: Funding for this purchase is made through the Food Services Department budget, using Cafeteria Fund 13. No impact to the General Fund.

RECOMMENDATION: Authorize the Director of Food Services to purchase the new equipment.

Prepared by: Brandy Campbell, Director of Food Services.

WEST HIGH ADDITIONAL SERVING LINE EQUIPMENT QUOTATION

ITEM	Preferred Brand/ Description	Model	Qty.	Unit/Price	Delivered Cost (Freight- No Tax)	Extended Cost	Lead Time
WHS-1	Duke	TST-46SS	1	\$6850.00	\$180.00	\$7030.00	6 Wks
WHS-2	Duke	TST-88SS	1	\$16325.00	\$380.00	\$16705.00	6 Wks
WHS-3	Duke	TST-74SS	1	\$20880	\$260.00	\$21140.00	6 Wks
	Matrix Sneeze Guard Custom	M-120IS-2	1	\$3030.00	Included	\$3030.00	6 Wks
	Continental Milk Cooler	MC3-SS-S	1	\$2655.00	\$300.00	\$2955.00	6 Wks
Tax 8.25%						\$4103.55	
GRAND TOTAL						\$54963.55	



• ALL CRITICAL FIELD DIMENSION IF ANY AS INDICATED IN PLAN VIEW.

THURMADUKE SERVING SYS

TOPS

SOLID SURFACE ON WOOD BASE, $\frac{1}{2}$ " CORIAN TOPS.

*COLOR NAME ----- VERIFY

BODIES & INTERIORS

14 GA. FRAME/SUPPORTS W/20 GA. STAINLESS STEEL ENCLOSURE CHANNELS. BODY PANELS AS INDICATED.

*LAMINATE BRAND VERIFY

*LAMINATE ID NUMBER..... VERIFY

*LAMINATE COLOR NAME..... VERIFY

DECOR PANELS

VERTICAL DECOR BACKER COVERED WITH PLASTIC LAMINATE & MATCHING LAMINATE WOOD HIN

*LAMINATE BRAND.....VERIFY

*LAMINATE ID NUMBER..... VERIFY

*LAMINATE COLOR NAME.....VERIFY

CASTERS

5"Ø CASTERS WITH GRAY POLYURETHANE TIRES. ALL SWIVEL WITH BRAKES.

KICKPLATES

HEAVY GAUGE STAINLESS STEEL KICK PLATES LOCATED WHERE INDICATED BY SCHEDULE.

COLD FOOD DRAINS

1" BRASS DRAIN & PLUG.

STANDARD SERVING SYSTEM PRACTICES

14 GA. PG STEEL TOP/FRONT
SUPPORT FRAME

14 GA. VERTICAL SUPPORT FRAME
(MATERIAL DETERMINED BY
GENERAL NOTES)

ALL BODY PANEL
GAUGE AND MATERIAL
DETERMINED BY PRODUCT LINE
(SEE GENERAL NOTES)

SOLID SURFACE TOPS AND TRAY SLIDES

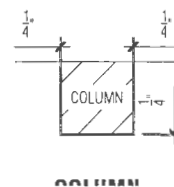
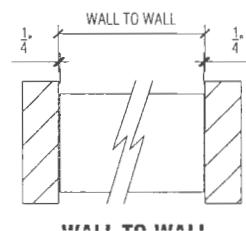
- ALL SOLID SURFACE TOPS AND TRAY SLIDES, WITH FIELD SEAMS, **WILL SHIP LOOSE**, WHEN SPANNING MORE THAN ONE UNIT.
- SOLID SURFACE TOPS AND TRAY SLIDES SPECIFIC TO SINGLE UNIT WILL SHIP INSTALLED.
- SOLID SURFACE TOPS AND TRAY SLIDES REQUIRE A **CERTIFIED** INSTALLER, SPECIFIC TO THE BRAND, TO SEAM THE UNITS IN THE FIELD DURING PRODUCT INSTALLATION.

STAINLESS STEEL TOPS AND TRAY SLIDES

- THE MAXIMUM CONTINUOUS STAINLESS STEEL TOP LENGTH IS 144" [12'-0"], BEFORE REQUIRING A BOLTED OR WELDED FIELD JOINT.
- THE MAXIMUM CONTINUOUS STAINLESS STEEL TRAY SLIDE LENGTH IS 144" [12'-0"], BEFORE REQUIRING A BOLTED OR WELDED FIELD JOINT.
- BOLTED OR WELDED FIELD JOINTS ARE REQUIRED, AT ALL MITERED TRAY SLIDE CORNERS.

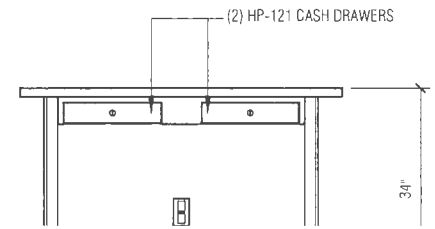
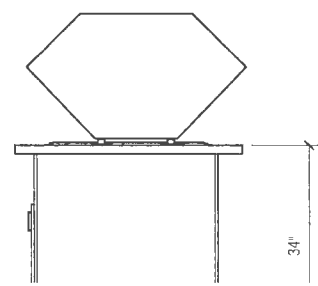
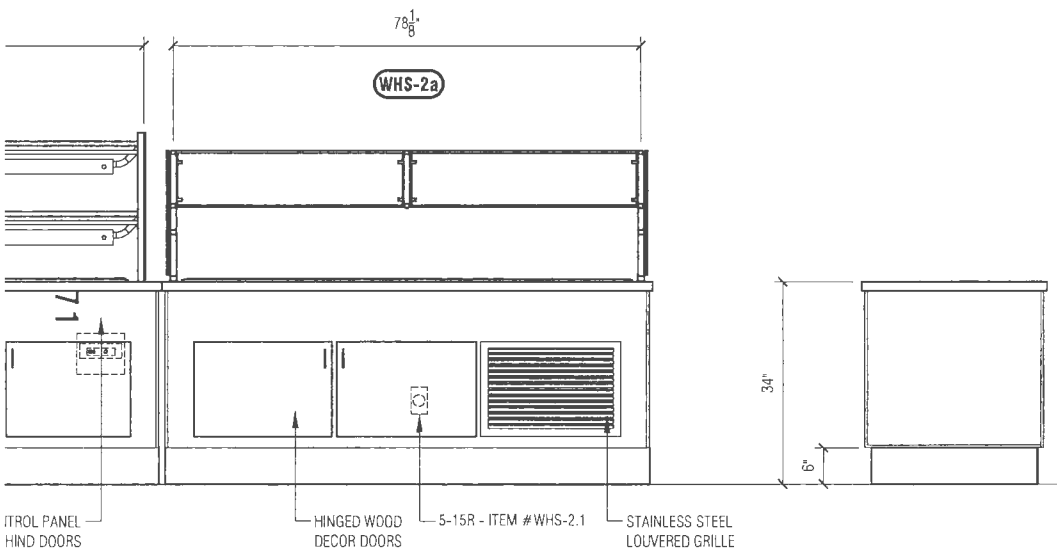
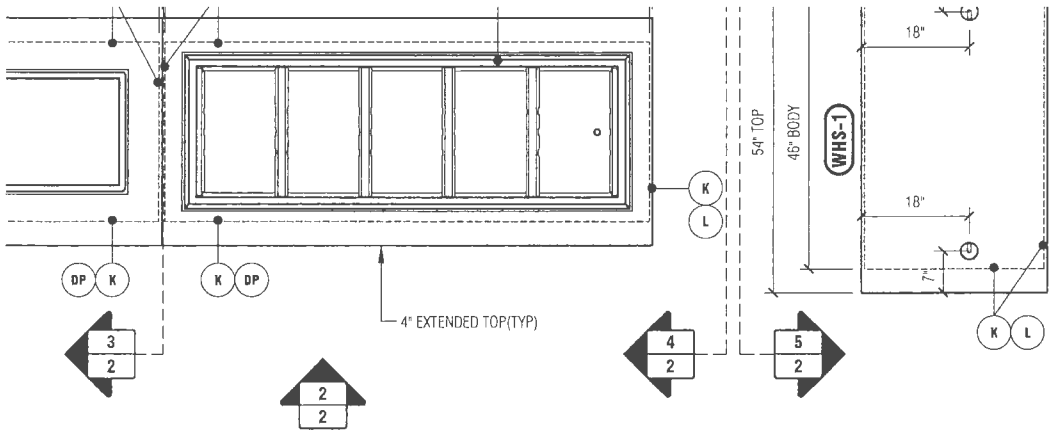
ALLOWANCE FOR FIELD CONDITIONS

- FACTORY TO ALLOW $\frac{1}{4}$ " AT ALL WALLS, COLUMNS, AND PASS THROUGH WINDOWS FOR FIT. (**SEE WALL TO WALL AND COLUMN EXAMPLES**)



SYMBOL LEGEND

DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL
SIMPLEX RECEPTACLE		DUPLEX GFCI RECEPTACLE (NEMA 5-15R & 5-20R ONLY)	



WHS-2	1	TST-88SS	SOLID TOP UNIT
WHS-2.1	1	ADI-5M-N7	DROP-IN COLD FOOD PAN 10" DEEP LINER W/TRIM RING
WHS-3	1	TST-74SS	SOLID TOP UNIT
WHS-3a	1	CUSTOM	OVER-HEAD DOUBLE SHELVES W/ HATCO HEAT ROD & LIGHTS

BUY-OUT EQUIPMENT			
Item Tag	Quantity	Model Number	Description
WHS-2a	1	M-120IS-2	ENGLISH SELF-SERVICE SINGLE SHELF W/ GLASS END ENCLOSURES
WHS-3.1	1	HBGH-6018	HATCO HEATED STONE SHELF W/ TRIM RING
WHS-5	1	MC3-SS	CONTINENTAL MILK COOLER



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: February 15, 2019
SUBJECT: Approve Adoption of Social Emotional Learning Instructional Materials for Grades 6-8

BACKGROUND: TUSD's multi-tiered system of support for students uses policies, practices, and relationships to ensure that each child in each school in each community is healthy, safe, engaged, supported, and challenged. Such an approach requires attention to all of the systems that effect student achievement, from the academic system to equally important non-academic systems in the child's life, such as their social and emotional spheres.

To build students' social and emotional learning (SEL), TUSD targets the core competencies identified by the Collaborative for Academic, Social and Emotional Learning (CASEL), a non-profit whose research for more than 20 years has informed federal and state policy as well as curriculum development for SEL.

In 2018-19, middle school teachers have been engaged in an instructional materials adoption process to find SEL materials suitable for middle school students. Led by Molly Long, Prevention Services Coordinator, teachers reviewed three well-respected SEL programs for middle school students. They selected one program 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 Curriculum Council recommends this program for adoption for the Tracy Unified School District's SEL instruction for students in grades 6-8: *Second Step: Middle School Program* (2017) by the Committee for Children, a digital online curriculum.

RATIONALE: *Second Step: Middle School Program* is recommended for adoption because it demonstrates the highest correlation to the following evaluation criteria:

- Alignment to core competencies for Social and Emotional Learning (SEL) set by the Collaborative for Academic, Social and Emotional Learning (CASEL)
- Alignment with skills assessed in TUSD's pre/post assessments in SEL (growth mindset, social awareness and emotion regulation)
- Student engagement in learning
- Ease of use for teachers for instruction and building rapport with students
- *Second Step (K-5)* is already used in TUSD; using *Second Step: Middle School Program* allows for articulation of concept language, skills, instructional approach and content across K-8

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 \$52,000 will be provided by Local Control Accountability Plan funds from Goal 2, Action 3, for the purchase of instructional materials for SEL.

RECOMMENDATION: Approve Adoption of Social Emotional Learning Instructional Materials for Grades 6-8.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: February 14, 2019
SUBJECT: **Approve Tentative Agreement with the California School Employees Association**

BACKGROUND: The Master Agreement between Tracy Unified School District and California School Employees Association (CSEA) expired on June 30, 2018. Articles within the Master Agreement were negotiated, and a Tentative Agreements was signed that will be effective from July 1, 2017 through June 30, 2019.

RATIONALE: The attached Tentative Agreement includes modifications to some of the existing language in the Master Agreement between the Tracy Unified School District (District) and California School Employees Association (CSEA) and the following salary adjustments (see attached):

- There will be a 1.56% increase to the salary schedules listed below for the 2017-2018 school year, retroactive to July 1, 2017:
 - Appendix A Classified Salary Schedule
- There will be a 3.44% increase to the salary schedules listed below for the 2018-2019 school year, retroactive to July 1, 2018:
 - Appendix A Classified Salary Schedule
- The maximum health benefit CAP shall be \$9,732 as of March 1, 2019.

To remain in compliance with AB 1200 and Government Codes 3547.5 and 3540.2, Salary Settlement Agreement forms will be made available for public disclosure and are attached.

FUNDING: Pay increases described in the tentative agreement (see attached) will be paid from a variety of funds.

RECOMMENDATION: Approve Tentative Agreement with the California School Employees Association

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

CLASSIFIED SALARY SCHEDULE (MONTHLY) Effective July 1, 2017 1.56% Increase

	A	B	C	D	E	
RANGE	Monthly	Monthly	Monthly	Monthly	Monthly	RANGE
18	2,203.87	2,303.76	2,410.04	2,525.28	2,644.39	18
19	2,253.80	2,358.81	2,467.68	2,585.48	2,708.40	19
20	2,303.76	2,410.04	2,525.28	2,644.39	2,769.90	20
21	2,358.81	2,467.68	2,585.48	2,708.40	2,835.18	21
22	2,410.04	2,525.28	2,644.39	2,769.90	2,900.49	22
23	2,467.68	2,585.48	2,708.40	2,835.18	2,965.81	23
24	2,525.28	2,644.39	2,769.90	2,900.49	3,038.80	24
25	2,585.48	2,708.40	2,835.18	2,965.81	3,110.52	25
26	2,644.39	2,769.90	2,900.49	3,038.80	3,183.51	26
27	2,708.40	2,835.18	2,965.81	3,110.52	3,257.77	27
28	2,769.90	2,900.49	3,038.80	3,183.51	3,335.90	28
29	2,835.18	2,965.81	3,110.52	3,257.77	3,411.44	29
30	2,900.49	3,038.80	3,183.51	3,335.90	3,494.68	30
31	2,965.81	3,110.52	3,257.77	3,411.44	3,577.92	31
32	3,038.80	3,183.51	3,335.90	3,494.68	3,663.73	32
33	3,110.52	3,257.77	3,411.44	3,577.92	3,749.52	33
34	3,183.51	3,335.90	3,494.68	3,663.73	3,837.88	34
35	3,257.77	3,411.44	3,577.92	3,749.52	3,927.52	35
36	3,335.90	3,494.68	3,662.44	3,837.88	4,020.99	36
37	3,411.44	3,577.92	3,749.52	3,927.52	4,113.19	37
38	3,494.68	3,663.73	3,837.88	4,020.99	4,216.93	38
39	3,577.92	3,749.52	3,927.52	4,113.19	4,314.25	39
40	3,663.73	3,837.88	4,020.99	4,216.93	4,419.26	40
41	3,749.52	3,927.52	4,113.19	4,314.25	4,519.15	41
42	3,837.88	4,020.99	4,216.93	4,419.26	4,633.11	42
43	3,927.52	4,113.19	4,314.25	4,519.15	4,740.68	43
44	4,020.99	4,216.93	4,419.26	4,633.11	4,855.93	44
45	4,113.19	4,314.25	4,519.15	4,740.68	4,971.19	45
46	4,216.93	4,419.26	4,633.11	4,855.93	5,090.29	46
47	4,314.25	4,519.15	4,740.68	4,971.19	5,211.93	47
48	4,419.26	4,633.11	4,855.93	5,090.29	5,337.42	48
49	4,519.15	4,740.68	4,971.19	5,211.93	5,461.64	49
50	4,633.11	4,855.93	5,090.29	5,337.42	5,597.39	50
51	4,740.68	4,971.19	5,211.93	5,461.64	5,729.28	51
52	4,855.93	5,090.29	5,337.42	5,597.39	5,868.87	52
53	4,971.19	5,211.93	5,461.64	5,729.28	6,005.89	53
54	5,090.29	5,337.42	5,597.39	5,868.87	6,155.71	54
55	5,211.93	5,461.64	5,729.28	6,005.89	6,301.70	55

56	5,337.42	5,597.39	5,868.87	6,155.71	6,457.93	56
57	5,461.64	5,729.28	6,005.89	6,301.70	6,609.03	57
58	5,597.39	5,868.87	6,155.71	6,457.93	6,774.21	58

CLASSIFIED SALARY SCHEDULE - (HOURLY) Effective July 1, 2017 1.56% Increase

	A	B	C	D	E	
RANGE	Hourly	Hourly	Hourly	Hourly	Hourly	RANGE
18	12.71	13.28	13.90	14.57	15.25	18
19	13.00	13.60	14.25	14.92	15.63	19
20	13.28	13.90	14.57	15.25	15.98	20
21	13.60	14.25	14.92	15.63	16.33	21
22	13.90	14.57	15.25	15.98	16.73	22
23	14.25	14.92	15.63	16.33	17.14	23
24	14.57	15.25	15.98	16.73	17.53	24
25	14.92	15.63	16.33	17.14	17.94	25
26	15.25	15.98	16.73	17.53	18.34	26
27	15.63	16.33	17.14	17.94	18.82	27
28	15.98	16.73	17.53	18.34	19.25	28
29	16.33	17.14	17.94	18.82	19.71	29
30	16.73	17.53	18.34	19.25	20.16	30
31	17.14	17.94	18.82	19.71	20.65	31
32	17.53	18.34	19.25	20.16	21.12	32
33	17.94	18.82	19.71	20.65	21.63	33
34	18.34	19.25	20.16	21.12	22.16	34
35	18.82	19.71	20.65	21.63	22.66	35
36	19.25	20.16	21.12	22.16	23.21	36
37	19.71	20.65	21.63	22.66	23.74	37
38	20.16	21.12	22.16	23.21	24.34	38
39	20.65	21.63	22.66	23.74	24.89	39
40	21.12	22.16	23.21	24.34	25.51	40
41	21.63	22.66	23.74	24.89	26.10	41
42	22.16	23.21	24.34	25.51	26.71	42
43	22.66	23.74	24.89	26.10	27.35	43
44	23.21	24.34	25.51	26.71	28.01	44
45	23.74	24.89	26.10	27.35	28.66	45
46	24.34	25.51	26.71	28.01	29.38	46
47	24.89	26.10	27.35	28.66	30.06	47
48	25.51	26.71	27.99	29.38	30.82	48
49	26.10	27.35	28.66	30.07	31.51	49
50	26.71	28.01	29.38	30.76	32.26	50
51	27.35	28.66	30.07	31.51	33.06	51
52	28.01	29.38	30.76	32.26	33.87	52
53	28.66	30.07	31.51	33.06	34.63	53
54	29.38	30.76	32.26	33.87	35.53	54
55	30.07	31.51	33.06	34.63	36.34	55

56	30.76		32.26	33.87	35.53	37.26	56
57	31.51		33.06	34.63	36.34	38.15	57
58	32.26		33.87	35.53	37.26	39.06	58

CLASSIFIED SALARY SCHEDULE MONTHLY - Effective July 1, 2018 3.44% Increase

	A	B	C	D	E	
RANGE	Monthly	Monthly	Monthly	Monthly	Monthly	RANGE
18	2,279.68	2,383.01	2,492.95	2,612.15	2,735.36	18
19	2,331.33	2,439.95	2,552.57	2,674.42	2,801.57	19
20	2,383.01	2,492.95	2,612.15	2,735.36	2,865.18	20
21	2,439.95	2,552.57	2,674.42	2,801.57	2,932.71	21
22	2,492.95	2,612.15	2,735.36	2,865.18	3,000.27	22
23	2,552.57	2,674.42	2,801.57	2,932.71	3,067.83	23
24	2,612.15	2,735.36	2,865.18	3,000.27	3,143.33	24
25	2,674.42	2,801.57	2,932.71	3,067.83	3,217.52	25
26	2,735.36	2,865.18	3,000.27	3,143.33	3,293.02	26
27	2,801.57	2,932.71	3,067.83	3,217.52	3,369.84	27
28	2,865.18	3,000.27	3,143.33	3,293.02	3,450.65	28
29	2,932.71	3,067.83	3,217.52	3,369.84	3,528.79	29
30	3,000.27	3,143.33	3,293.02	3,450.65	3,614.90	30
31	3,067.83	3,217.52	3,369.84	3,528.79	3,701.00	31
32	3,143.33	3,293.02	3,450.65	3,614.90	3,789.76	32
33	3,217.52	3,369.84	3,528.79	3,701.00	3,878.50	33
34	3,293.02	3,450.65	3,614.90	3,789.76	3,969.90	34
35	3,369.84	3,528.79	3,701.00	3,878.50	4,062.63	35
36	3,450.65	3,614.90	3,788.43	3,969.90	4,159.31	36
37	3,528.79	3,701.00	3,878.50	4,062.63	4,254.68	37
38	3,614.90	3,789.76	3,969.90	4,159.31	4,361.99	38
39	3,701.00	3,878.50	4,062.63	4,254.68	4,462.66	39
40	3,789.76	3,969.90	4,159.31	4,361.99	4,571.28	40
41	3,878.50	4,062.63	4,254.68	4,462.66	4,674.61	41
42	3,969.90	4,159.31	4,361.99	4,571.28	4,792.49	42
43	4,062.63	4,254.68	4,462.66	4,674.61	4,903.76	43
44	4,159.31	4,361.99	4,571.28	4,792.49	5,022.97	44
45	4,254.68	4,462.66	4,674.61	4,903.76	5,142.20	45
46	4,361.99	4,571.28	4,792.49	5,022.97	5,265.40	46
47	4,462.66	4,674.61	4,903.76	5,142.20	5,391.22	47
48	4,571.28	4,792.49	5,022.97	5,265.40	5,521.03	48
49	4,674.61	4,903.76	5,142.20	5,391.22	5,649.52	49
50	4,792.49	5,022.97	5,265.40	5,521.03	5,789.94	50
51	4,903.76	5,142.20	5,391.22	5,649.52	5,926.37	51
52	5,022.97	5,265.40	5,521.03	5,789.94	6,070.76	52
53	5,142.20	5,391.22	5,649.52	5,926.37	6,212.49	53
54	5,265.40	5,521.03	5,789.94	6,070.76	6,367.47	54
55	5,391.22	5,649.52	5,926.37	6,212.49	6,518.48	55

56	5,521.03	5,789.94	6,070.76	6,367.47	6,680.08	56
57	5,649.52	5,926.37	6,212.49	6,518.48	6,836.38	57
58	5,789.94	6,070.76	6,367.47	6,680.08	7,007.24	58

CLASSIFIED SALARY SCHEDULE (HOURLY) Effectively July 1, 2018 3.44% Increase

	A	B	C	D	E	
RANGE	Hourly	Hourly	Hourly	Hourly	Hourly	RANGE
18	13.15	13.74	14.38	15.07	15.77	18
19	13.45	14.07	14.74	15.43	16.17	19
20	13.74	14.38	15.07	15.77	16.53	20
21	14.07	14.74	15.43	16.17	16.89	21
22	14.38	15.07	15.77	16.53	17.31	22
23	14.74	15.43	16.17	16.89	17.73	23
24	15.07	15.77	16.53	17.31	18.13	24
25	15.43	16.17	16.89	17.73	18.56	25
26	15.77	16.53	17.31	18.13	18.97	26
27	16.17	16.89	17.73	18.56	19.47	27
28	16.53	17.31	18.13	18.97	19.91	28
29	16.89	17.73	18.56	19.47	20.39	29
30	17.31	18.13	18.97	19.91	20.85	30
31	17.73	18.56	19.47	20.39	21.36	31
32	18.13	18.97	19.91	20.85	21.85	32
33	18.56	19.47	20.39	21.36	22.37	33
34	18.97	19.91	20.85	21.85	22.92	34
35	19.47	20.39	21.36	22.37	23.44	35
36	19.91	20.85	21.85	22.92	24.01	36
37	20.39	21.36	22.37	23.44	24.56	37
38	20.85	21.85	22.92	24.01	25.18	38
39	21.36	22.37	23.44	24.56	25.75	39
40	21.85	22.92	24.01	25.18	26.39	40
41	22.37	23.44	24.56	25.75	27.00	41
42	22.92	24.01	25.18	26.39	27.63	42
43	23.44	24.56	25.75	27.00	28.29	43
44	24.01	25.18	26.39	27.63	28.97	44
45	24.56	25.75	27.00	28.29	29.65	45
46	25.18	26.39	27.63	28.97	30.39	46
47	25.75	27.00	28.29	29.65	31.09	47
48	26.39	27.63	28.95	30.39	31.88	48
49	27.00	28.29	29.65	31.10	32.59	49
50	27.63	28.97	30.39	31.82	33.37	50
51	28.29	29.65	31.10	32.59	34.20	51
52	28.97	30.39	31.82	33.37	35.04	52
53	29.65	31.10	32.59	34.20	35.82	53
54	30.39	31.82	33.37	35.04	36.75	54
55	31.10	32.59	34.20	35.82	37.59	55

56	31.82		33.37	35.04	36.75	38.54	56
57	32.59		34.20	35.82	37.59	39.46	57
58	33.37		35.04	36.75	38.54	40.40	58



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: February 20, 2019
SUBJECT: Adopt Resolution #18-14, Adopting the Tie-Breaking Criteria in the Case of Certificated Reduction in Force for the 2019-2020 School Year

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

RATIONALE: Reduction or discontinuance of particular kinds of services are needed to address staffing needs and budget concerns for the 2019-2020 school year and the District must have a way to break ties between two or more certificated employees with the same seniority date who are both currently providing the same particular kind of service identified for reduction or discontinuance.

RECOMMENDATION: Adopt Resolution #18-14, Adopting the Tie-Breaking Criteria in the Case of Certificated Reduction in Force for the 2019-2020 School Year.

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



TRACY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 18-14

**ADOPTING TIE BREAKING CRITERIA
IN THE CASE OF CERTIFICATED REDUCTION IN FORCE
FOR THE 2019-2020 SCHOOL YEAR**

WHEREAS, it appears that it will be necessary for the Tracy Unified School District to lay off certificated employees at the end of the 2018-2019 school year for the 2019-2020 school year; and

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

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

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

2. science credentials, then
3. English credentials

If these factors are identical then;

7. A lottery shall be conducted among those remaining.

PASSED AND ADOPTED by the Board of Trustees of the Tracy Unified School District on February 26, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

ATTESTED:

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

Clerk
Board of Trustees
Tracy Unified School District



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: February 20, 2019
SUBJECT: **Adopt Resolution #18-15, Authorizing the Reduction and Elimination of Particular Kinds of Service for the 2019-2020 School Year**

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

RATIONALE: Reduction or discontinuance of particular kinds of service is needed to address staffing needs and budget concerns for the 2019-2020 school year.

RECOMMENDATION: Adopt Resolution #18-15, Authorizing the Reduction and Elimination of Particular Kinds of Service for the 2019-2020 School Year.

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



TRACY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 18-15

**REDUCTION AND ELIMINATION
OF PARTICULAR KINDS OF SERVICES
FOR THE 2019-2020 SCHOOL YEAR**

WHEREAS, as a result of staffing and budget needs, the Board of Trustees of the Tracy Unified School District has determined that it shall be necessary to reduce the following particular kinds of certificated services of the District not later than the beginning of the 2019-2020 school year:

- a. Reduction of **.4 Full Time Equivalent (FTE)** High School English Teaching Program;
- b. Reduction of **.2 FTE** High School Mathematics Teaching Program;
- c. Reduction of **.2 FTE** High School Biology Teaching Program;
- d. Reduction of **.6 FTE** High School Earth Science Teaching Program;
- e. Reduction of **.6 FTE** Middle School Science Teaching Program;
- f. Reduction of **.4 FTE** High School Art Teaching Program;
- g. Reduction of **1.0 FTE** Middle School Business Teaching Program;
- h. Reduction of **.6 FTE** Ag Earth Science Teaching Program;
- i. Reduction of **.6 FTE** Middle School Physical Education Teaching Program;
- j. Reduction of **.6 FTE** High School Physical Education Teaching Program;
- k. Reduction of **.8 FTE** High School Spanish Teaching Program; and
- l. Reduction of **4.2 FTE** Elementary School Teaching Program

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

WHEREAS, it is the opinion of the Board of Trustees that it is necessary by reason of the above reduction or elimination of particular kinds of services to eliminate 10.2 FTE certificated positions in the District at the close of the current school year in accordance with Education Code section 44955; and

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

NOW, THEREFORE, BE IT RESOLVED that it shall be necessary to terminate at the end of the 2018-2019 school year the employment of not more than 10.2 FTE certificated employees in the District as a result of the above reduction of services. Pursuant to Education Code sections 44949 and 44955 the Superintendent or his designated representative is directed to take all appropriate action needed, including the sending of appropriate notices to all employees whose positions shall be affected by virtue of this action.

PASSED AND ADOPTED by the Board of Trustees of the Tracy Unified School District on February 26, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

ATTESTED:

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

Clerk
Board of Trustees
Tracy Unified School District



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: February 20, 2019
SUBJECT: Adopt Resolution #18-16, Adopting the Competency Criteria in the Case of Certificated Reduction in Force for the 2019-2020 School Year

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

RATIONALE: Reduction or discontinuance of particular kinds of services are needed to address staffing needs and budget concerns for the 2019-2020 school year and the District must have a way to ensure that when one certificated employee may potentially replace (bump) another certificated employee that they possess the necessary competency in order to provide adequate services.

RECOMMENDATION: Adopt Resolution #18-16, Adopting the Competency Criteria in the Case of Certificated Reduction in Force for the 2019-2020 School Year

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



TRACY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 18-16

**COMPETENCY CRITERIA IN THE CASE OF
CERTIFICATED REDUCTION IN FORCE
FOR THE 2019-2020 SCHOOL YEAR**

WHEREAS, it appears that it will be necessary for the Tracy Unified School District to lay off certificated employees at the end of the 2018-2019 school year for the 2019-2020 school year; and

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

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

WHEREAS, approximately 25.3% of the students in the District are English Learners ("EL"), that is, students whose first language is not English; and

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

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

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

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

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

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

PASSED AND ADOPTED by the Board of Trustees of the Tracy Unified School District on February 26, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

ATTESTED:

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

Clerk
Board of Trustees
Tracy Unified School District