

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

**DATE: TUESDAY, MARCH 12, 2019**

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

**TIME: 6:15 PM Closed Session  
7:00 PM Open Session**

**A G E N D A**

- |           |  |                |
|-----------|--|----------------|
| <b>1.</b> | <b>Call to Order</b>   | <b>Pg. No.</b> |
| <b>2.</b> | <b>Roll Call – Establish Quorum</b><br>Board: S. Abercrombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, Jeremy Silcox L. Souza<br>Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry   |                |
| <b>3.</b> | <b>Closed Session:</b> 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.<br><b>3.1 Administrative &amp; Business Services:</b> None.<br><br><b>3.2 Educational Services:</b><br><b>3.2.1</b> Finding of Fact #18-19/#55, #18-19/#56, #18-19/#57, #18-19/#58, #18-19/#59<br><b>3.2.2</b> Application for Reinstatement #18-19/#16<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><br><b>3.3 Human Resources:</b><br><b>3.3.1</b> Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 321, Pursuant to Article XXIII<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.3.2</b> Release Probationary Classified Employees #UCL-322 School Supervision Assistant<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.3.3</b> Release Probationary Classified Employees #UCL-323 Utility Person III<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.3.4</b> Consider Public Employee/Employment/Discipline/Dismissal/Release<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.3.5</b> Conference with Labor Negotiator<br>Agency Negotiator: Tammy Jalique<br>Associate Superintendent of Human Resources<br>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/#55, #18-19/#56, #18-19/#57, #18-19/#58, #18-19/#59  
**Action:** **Action:** Motion\_\_ ; Second \_\_. **Vote:** Yes \_\_ ; No \_\_ ; Absent \_\_ ; Abstain \_\_
- 6b** Report Out of Action Taken on Application for Reinstatement #18-19/#16  
**Action:** **Vote:** Yes \_\_ ; No \_\_ ; Absent \_\_ ; Abstain \_\_.
- 6c** Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 321, Pursuant to Article XXIII  
**Action:** **Vote:** Yes \_\_ ; No \_\_ ; Absent \_\_ ; Abstain \_\_.
- 6d** Report Out of Action Taken on Release Probationary Classified Employees #UCL-322 School Supervision Assistant  
**Action:** **Vote:** Yes \_\_ ; No \_\_ ; Absent \_\_ ; Abstain \_\_.
- 6e** Report Out of Action Taken on Release Probationary Classified Employees #UCL-323 Utility Person III  
**Action:** **Vote:** Yes \_\_ ; No \_\_ ; Absent \_\_ ; Abstain \_\_.

**7. Approve Regular Minutes of February 26, 2019.**

1-6

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

**8. Student Representative Reports: Tracy High FFA:** Anthony Santiago and Madison Kelley; **West High FFA:** Renae Leighton, Catherine Petersen, and Jocelyn Arias

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

**9.1** Southwest Park 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:**

**10.2 Educational Services:**

- 10.2.1** Receive Report on Proposed Instructional Materials Adoption for Advanced Animal Science at West High School 7
- 10.2.2** Receive Report on Proposed Maturation Education Instruction for Fifth Grade Students 8
- 10.2.3** Receive Report from Freiler School on Kagan Cooperative Learning Conference in February 2019 Out of State

**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:**

- |               |   |              |
|---------------|---|--------------|
| <b>13.1.1</b> | 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 | <b>9-10</b>  |
| <b>13.1.2</b> | Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2018/19 School Year   | <b>11-12</b> |
| <b>13.1.3</b> | Approve Entertainment, Assembly, Service, Business and Food Vendors   | <b>13-21</b> |
| <b>13.1.4</b> | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   | <b>22-23</b> |
| <b>13.1.5</b> | Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   | <b>24-25</b> |

**13.2 Educational Services:**

- |               |  |              |
|---------------|--|--------------|
| <b>13.2.1</b> | Approve Out of State Travel for the Assistant Principal and Four Wanda Hirsch Elementary School Teachers to Attend the Professional Learning Community (PLC) at Work Institute in Las Vegas, NV on June 3-5, 2019  | <b>26</b>    |
| <b>13.2.2</b> | Approve Out of State Travel for the McKinley Elementary School Assistant Principal to Attend the Boys & Girls Club National Convention in Houston, Texas on May 1-3, 2019  | <b>27</b>    |
| <b>13.2.3</b> | Approve the District Summer School Programs for 2019   | <b>28-29</b> |
| <b>13.2.4</b> | Approve Lisa Project Exhibit at Kimball High School (KHS) May 2-3 and Tracy High School (THS) May 9-10, 2019   | <b>30-33</b> |
| <b>13.2.5</b> | Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt: International Center for Leadership in Education (ICLE) to Provide Professional Development for All New Tracy Teachers in the Tracy Teacher Induction Program (TTIP) for the 2019-2020 School Year | <b>34-39</b> |

**13.3 Human Resources:**

- |               |   |              |
|---------------|---|--------------|
| <b>13.3.1</b> | Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment     | <b>40-42</b> |
| <b>13.3.2</b> | Approve Classified, Certificated, and/or Management Employment  | <b>43-44</b> |
| <b>13.3.3</b> | Approve the Amended Instructional Calendars for the 2019-20 & 2020-21 School Years                              | <b>45-47</b> |
| <b>13.3.4</b> | Approve the Instructional Calendar for the 2021-22 School Year  | <b>48-49</b> |
| <b>13.3.5</b> | Approve Agreement for Special Contract Services with John Ford and Associates Facilitation and Team Development | <b>50-53</b> |

- 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** Certify Corrective Actions to the 2017-18 Findings and Recommendations of the Independent Annual Financial Report (Separate Cover Item) **54**

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

- 14.1.2** Certify 2018-2019 Fiscal Year Second Interim Report (Separate Cover Item) **55-56**

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

**14.2 Educational Services:**

- 14.2.1** Approve the Discard of Obsolete Instructional Materials for History-Social Studies for Grades 6-12 **57**

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

- 14.2.2** Approve the Discard of Obsolete Instructional Media Center Materials **58**

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

**14.3 Human Resources:**

- 14.3.1** Approve Student Teacher Placement Agreement with Western State Colorado University **59-64**

**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 26, 2019

**17.2** April 9, 2019

**17.3** May 14, 2019

**17.4** May 28, 2019

**18. Upcoming Events:**

**18.1** April 19 – 26, 2019

Spring Break, No School

**18.2** May 24, 2019

Last Day of School

**18.3** August 6, 2019

First Day of School for 2019-2020

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 26, 2019**

- 5:45 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/#54  
**Action:** Souza, Costa. **Vote:** Yes-7; No-0. \_\_\_\_
- 6b Report Out of Action Taken on PE Exemptions: THS 10343744, WHS 10311722, WHS 10331041  
**Action:** **Vote:** Yes-7; No-0.
- 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:** Denied. **Vote:** Yes-6; No-1(Alexander).
- 6d Report Out of Action Taken on Consider Paid Leave of Absence Request for Classified Employee #UCL- 320, Pursuant to Article XXIII  
**Action:** Approved. **Vote:** Yes-7; No-0.
- 6e Report Out of Action Taken on 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:** As amended. **Vote:** Yes-7; No-0.
- Minutes:** Approve Regular Minutes of February 12, 2019  
**Action:** Kaur, Pekari. **Vote:** Yes-7; No-0.
- Employees Present:** B. Silver, T. Quiambao, N. Link, M. Baumann, M. Hill, L. Flores, L. Mendez, J. Wimberley, R. Riddle, J. Nott, K. Rieman, E. Valadez, L. Huerta, D. Schneider
- Press:** None.



**Visitors Present:**

B. Rickman, G. Coronado, B. Mendez, A. Villela, A. Borba, C. Heubner, K. Henry, T. Shaw, F. Hidalgo, D. Romero Torres, and D. Blanco, L. Valadez, A. Chavez

**Student Rep Reports:**

**Kimball High:** Gabriel Coronado commented that it has been a short month. Swoosh girls' basketball game was fun. They had a student v. staff volleyball tournament and it was a blast. They will continue having this. Students are working hard on 3<sup>rd</sup> quarter grades and the seniors are getting college acceptance letters. The juniors are taking the first SAT of the year. Their school is preparing for their WASC visit. Spring sports began and the spirit week will be in April. The theater students are working on West Side Story which will run the first 2 weekends in April.

**West High:** Briana Mendez and Alexis Villela reported that February is the month to honor black history and they had a BSU spirit week with various themes. There are 3 months left of school. Students have many bitter-sweet moments including senior nights. Some will be continuing their athletic career in college. They had their last game and last Slam Jam with a week of spirit days, and a black light rally with a dunk contest. On Friday, they held the cross-town rival basketball game against Tracy High and the annual teddy bear toss. They lost but had the most spirit. The week ended with a black light dance which was lots of fun. Students are cheering on spring sports. For Counselors Week students decorated their offices. The sold Valentine candy grams. Last week FFA held lunch-time activities and students got to interact with goats, pigs, and other animals. Last weekend they had a suicide walk which brought awareness about this subject and the many resources on and off the campus.

**Tracy High:** Alyssa Barba reported that February was full of fun and love. This week the yearbook class had spirit week dress up days and the most spirited class will get a prize. They are having their 2<sup>nd</sup> annual Unity Week event which celebrates cultural and background differences. End of quarter is this Friday and they will have a unity festival with cultural food and dances open to all. For Counselor Appreciation Week students decorated with posters that said "Thank you". The BSU will host a meeting this Saturday on scholarships. A mental health speaker will also be on campus. Winter sports ended and the girls' soccer team took 1<sup>st</sup> place in league. The boys made the playoff, but lost in the first round. Spring sports started off with a softball preseason game against Kimball High. Track has their first meet this Saturday. They have their first ever boys' volleyball team this year.

**North School:** Cameron Heubner and Kaylee Henry presented a power point about their school. Parents are the most underused resources in education today. It is important that staff and parents work together for students to be successful. North has events like farmer's market, parent café, 2<sup>nd</sup> cup of coffee and winter craft night. At the farmers' market parents are invited to campus to pick up fresh fruits and vegetables. The 2<sup>nd</sup> cup of coffee meetings gives parents a chance to meet with the principal and talk about various topics. They also offer parenting workshops. There are several opportunities to celebrate students including academic awards, perfect attendance character counts and personal success awards. They also have the Million Words club, use Accelerated Read to improve

their reading, and winter craft night. Project based learning gives students opportunities in science. They showed pictures of all of their activities.

**Monte Vista:** Taryn Shaw, Faith Hidalgo, Deziree Romero Torres, and Delilah Blanco played the game of Jeopardy making a game out of telling various information about Monte Vista. Students picked from various categories and student contestants enjoyed answering the questions.

**Recognition & Presentations:**

**9.1 Central Elementary School Presentation**

Principal, Nancy Link and Assistant Principal, Marji Baumann, presented a power point. This year's theme is *Education Can Take You Anywhere*. They are busy packing up their traditions and taking them on a new adventure as they leave their old school and move into their brand new building. They want to have all students at or above their reading level. They collect data on every student and make sure they are hitting the needs of every child. They have 1 hour a day for reading. They showed a video of students taking about how their reading has improved. Students get books at various times including on their birthdays. They have reading challenges, a reading club and challenges and competitions. This year they received about \$20,000 in grants. They are creating a culture of literacy and form partnerships with teachers, parents and boys and Girls Club for a reading program.

**Information & Discussion Items:**

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

**Hearing of Delegations**

**11.** Julie Wimberley is a resource specialist at Kimball High and the TEA rep for special education. She wants to thank the board for the positive changes in special ed. She also thanked Dr. Stephens, cabinet, Mr. Pecot and the negotiating team for their work in additional time for IEPs and SDC class sizes. It shows there is a willingness to build relationships for our IEP students. A committee was formed for input in the RSP rollout. It is a valuable committee and the teachers' voices have been heard regarding these programs. She also thanked Chris Crone and Jason Davis for scheduling time to discuss issues across the district. She thanked Dr. Stephens and Jacqui Nott for making it possible to have these meetings. The progress made in special education in the past 2 years is because of building relationships. She invited the board to learn more about special ed and looks forward to getting to know each of them.

Lisa Mendez is a middle school teacher at Monte Vista and is here to introduce the board to the Tracy Education Foundation. The purpose is to bring 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> grade students additional resources. The coloring book is made and also funds trips to the Tracy Historical Museum tours including activities and the Lammersville School pioneer trip. The main purpose is to fundraise. She gave each board member a packet of information.

Lulu Flores has been in this district for 30 years and thanked CSEA for all of their hard work. She is also site rep at Williams Middle School. Her concern is about custodian work. Her desk area hasn't been vacuumed for months. She wants more custodians at her site because she wants her area vacuumed. She thanked everyone for working with CSEA to get their raise passed.

Alex, Hannah and Nadine are students here tonight to talk about the Project Humanity organization. They went on a mission to Kenya. They had books donated and read to the kids and saw hundreds of kids absorbed in the pictures of the books. They also focused on victims of sex trafficking and spent time at the youth leadership conference. They discussed the passion of serving others. It impacted them to be more involved in Tracy. They are motivated to be involved in these missions. It impacted on how they see the world. It allowed them to not take blessings for granted. They have presented their experiences to multiple groups in Tracy. Since the mission was so successful, they are going again to Ghana with the African Library Project. It costs \$3300 per person and there is 8 of the going. They need to raise \$30,000 and would appreciate if everyone helped get the word out. They are working on a fundraising and go fund me page.

**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:** As amended. 13.11. revisions to “D” and 13.1.2 pull “C”.  
Souza, Kaur. **Vote:** Yes-7; No-0.

**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

**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** 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

**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

**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

**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

**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



- 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
- 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
- 13.2.7 Approve Agreement for Special Contract Services for Brian Baker, Motivational Speaker during State Testing on April 3, 2019
- 13.2.8 Approve Agreement for Special Contract Services for Eric McElvenny, Motivational Speaker during State Testing on April 9, 2019
- 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
- 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
- 13.3 **Human Resources:**
- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment

**Action Items:**

- 14.1 **Administrative & Business Services:**
- 14.1.1 Cast Ballot for CSBA 2019 Delegate Assembly Election
- Action:** Nominate C. Porter and C. Oase  
Costa , Souza. **Vote:** Yes-7; No-0.
- 14.1.2 Approve the Purchase of Additional Serving Line Equipment for the West High School Kitchen
- Action:** Costa, Pekari. **Vote:** Yes-7; No-0.
- 14.2 **Educational Services:**
- 14.2.1 Approve Adoption of Social Emotional Learning Instructional Materials for Grades 6-8
- Action:** Souza, Kaur. **Vote:** Yes-7; No-0. \_\_\_\_
- 14.3 **Human Resources:**
- 14.3.1 Approve Tentative Agreement with the California School Employees Association (Separate Cover Item)
- Action:** Costa, Kaur. **Vote:** Yes-7; No-0. \_\_\_\_
- 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
- Action:** Alexander, Pekari. **Vote:** Yes-7; No-0. \_\_\_\_
- 14.3.3 Adopt Resolution #18-15, Authorizing the Reduction and Elimination of Particular Kinds of Service for the 2019-2020 School Year
- Action:** Costa, Kaur. **Vote:** Yes-7; No-0. \_\_\_\_
- 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
- Action:** Costa, Alexander. **Vote:** Yes-7; No-0.

**Board Reports:**

Trustee Silcox commented that on Sunday he attended the Golden Apple awards with Dr. Stephens. It recognizes teachers for doing a great job. About 250 attended and it is run by the kids. The students did a great job. Trustee Souza commented that she attended the Every Child Succeeds program. Several districts were there but TUSD had 8 students. She thanked our principals for nominating students. On Saturday she attended a suicide awareness event with Nathan Campbell. It was very moving and he told his story and how important this was for him. She congratulated West High for hosting this event. Trustee Kaur thanked everyone for coming out and the great presentations tonight. She attended a meeting with several districts from Northern California and there was discussion on issues including special education and it was interesting how other districts are tackling those issues. Trustee Alexander thanked everyone for coming out. He wanted to remind the board about teachers who go to conferences for professional development and would like them to come back and give a report about what they learned. Trustee Costa congratulated Nate Campbell on his work on the suicide prevention walk. He did an amazing job. Artwork in our lobby is ready for the District Art Show. Tomorrow many staff and community will be reading in the classrooms. Trustee Pekari will be reading to the Wildcats at Central School tomorrow. It was nice to hear their presentation on reading along with all the other presenters tonight. In last few weeks 3 of our high schools had a human traffic awareness event at Kimball High facilitated by our parent liaison Pia Simmons. On Saturday West High held the suicide prevention event. On Tuesday, March 5, at coffee with the at Tracy High, they will be speaking about being safe on social media. Trustee Abercrombie stated that the 8 kids planning to go to Ghana are outstanding students. If you have any leads on how to help fund that trip it would be appreciated. This has been life changing for them. Social media can be positive and negative. Recently, someone on social media attacked the board. He wanted to make clear that no one on this board is getting any financial benefit from the district. Mr. Silcox is done coaching and if he coaches next year he will do it unpaid. Mr. Abercrombie is a paid employee of the Tracy Police Department, not the district. He encourages anyone to show respect and dignity by contacting him or Dr. Stephens if they have a concern.

**Superintendent Report:**

Dr. Stephens enjoyed the Every Student Succeeds Breakfast. It's hard to not be emotional. They have had tough times at home. March is Arts in Education month. We will have a reception here on Thursday at 7:00 p.m. On the 7<sup>th</sup> is the All District Music Festival. If you have not been, it is his favorite event of the entire year. TEA and the district have reached a tentative agreement for the 2019-2020 school year. That is an historic settlement. To settle negotiations before the year begins is an act of faith and building relationships. He is very happy with that.

**Adjourn: 8:04 pm**

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Clerk

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Date



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** February 26, 2019  
**SUBJECT:** **Receive Report on Proposed Instructional Materials Adoption for Advanced Animal Science at West High School**

**BACKGROUND:** Merrill F. West High School proposed a new course for the 2019-2020 school year, Advanced Animal Science. This course will be the third, or capstone, course of a three-course Career and Technical Education (CTE) pathway at West. This pathway prepares students to work in agriculture- and natural resources-related enterprises, specifically to manage small and large animal food production.

A committee of agriculture teachers met through the winter to evaluate and compare three textbooks at the program and unit level. From this analysis, the teachers came to consensus on the program they found to be most effective for the needs of Tracy Unified School District's students. Community members have been made aware of the adoption process through public announcements and public review of materials at the Instructional Media Center.

The committee's selection was presented to the Curriculum Council on February 20, 2019. The Curriculum Council is recommending this textbook for the West High School's course in Advanced Animal Science: *Modern Livestock and Poultry Production, (9<sup>th</sup> ed.)* by Flanders, F. B., and Gillespie, J. R., published in 2016 by Cengage Learning.

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

- Comprehensive coverage of all facets of livestock management and care across both large and small animals commonly used in food production enterprises
- Focus on evaluation of livestock
- Inclusion of realistic industry scenarios
- Student engagement activities in each chapter
- Multiple opportunities to make use of data science for decision-making

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 \$9,200 will be provided by one-time state funds reserved for the purchase of instructional materials.

**RECOMMENDATION:** Receive Report on Proposed Instructional Materials Adoption for Advanced Animal Science at West High School.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** March 12, 2019  
**SUBJECT:** Receive Report on Proposed Maturation Education Instruction for Fifth Grade Students

**BACKGROUND:** Prior to the passage of AB329, also known as *The California Healthy Youth Act*, TUSD offered maturation instruction to all 5<sup>th</sup> grade students attending Tracy schools, on an annual basis. When AB329 passed in January of 2016, the requirements for maturation instruction became more comprehensive than what TUSD was providing to students, and the district temporarily stopped this instruction, in order to investigate the new requirements, and to ensure that middle and high school Comprehensive Sexual Health education courses were properly implemented across the district. Two years have since passed, and TUSD has successfully implemented Comprehensive Sexual Health Education at both the middle school and high school levels, to comply with AB329. The district's focus has now shifted to updating its maturation curriculum and instruction, in order to align with the requirements of instruction included in *The California Healthy Youth Act*.

**RATIONALE:** Maturation education is the first course in the Comprehensive Sexual Health Education series, and one that had long been offered by TUSD, prior to the passage of AB329. No other human sexuality course offered by TUSD teaches students about the physical and emotional changes that occur during puberty. Providing students with knowledge and tools to navigate through puberty will increase student self-determination and self-confidence. In addition, 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:** This report requires no funding.

**RECOMMENDATION:** Receive Report on Proposed Maturation Education Instruction for Fifth Grade Students

**Prepared by:** Molly Long, LCSW, TUSD Coordinator of Prevention Services.



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** February 18, 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:

Tracy High School:

1. Tracy Unified School District/Tracy High School: From the West High School Associated Student Body (ASB) for the amount of \$667.90 (ck. #10133). This donation stems from proceeds made during the Martin Luther King breakfast and it will benefit Tracy High School's Black Student Union (BSU) club.
2. Tracy Unified School District/Tracy High School: From Irrigation Design & Construction LLC for the amount of \$1,000.00 (ck. #76811). This donation is a contribution to the IDC Scholarship fund for the 2018-2019 school year.

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

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



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

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** March 12, 2019  
**SUBJECT:** **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2018/19 School Year**

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

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

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

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

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



## 2018/19 School-Connected Organization/ Booster Clubs

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

Revised 02/20/19



# BUSINESS SERVICES MEMORANDUM

**TO:** Brian R. Stephens, Superintendent  
**FROM:** Casey Goodall, Associate Superintendent for Business Services  
**DATE:** February 27, 2019  
**SUBJECT:** Approve Entertainment, Assembly, Service, Business and Food Vendors

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

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

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

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

**FUNDING:** Per attached summary of requisitions.

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

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

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

↓ This

Board Approval

**SMOKING, TOBACCO PRODUCTS, ALCOHOL, DRUGS, FIREARMS OR EXPLOSIVES ARE PROHIBITED ON ANY SCHOOL DISTRICT PROPERTY. Vendors must be aware of the location of emergency exits at all times. Vendors are prohibited from applying pesticides, chemicals, or cleaning products to district facilities or grounds.**

FLAMES ARE PROHIBITED

INDOORS ON DISTRICT PROPERTY - SEE SPECIFICS IN FOOD VENDOR BELOW!

Per BP 5145.14 -Taking pictures of school pupils and buildings for commercial purposes is normally prohibited. Any exception requires an application in writing and the approval of the Superintendent or Superintendent's designee.

Most DJ's have photo booths and own the pictures.

The photos can be placed on their website or social media which is a violation of policy.

### ↓REQUESTING VENDORS FOR BOARD APPROVAL↓:

Board Approved	Vendor Name	Insurance Expiration
	<b>Respectology</b> - Motivational Speaker Brian Baker, (916) 834-0292, respectology2017@gmail.com, www.respectologynow.com. MUST USE DISTRICT SERVICES AGREEMENT CONTRACT PRIOR TO OCCURRENCE.	6/4/2019
	<b>Herff Jones</b> - Yearbooks, caps, gowns, class rings, graduation announcements, diplomas. Joan Selna Rep - (209) 607-2118, jselna@herffjones.com. MUST USE CONTRACT PRIOR TO OCCURRENCE.	7/30/2019
	<b>Mountain View Community Television for KMVT 15 Silicon Valley Media</b> - Providing videotaping of the high school Every 15 minutes event. Bobby Chastain - (650)968-1540, bchastain@kmvt15.org. MUST USE CONTRACT PRIOR TO OCCURRENCE.	8/14/2019
Board Approved	Vendor Name	Insurance Expiration
9/12/17	<b>Balaji Consulting -Mathnasium</b> - Math tutors offering Math Night with Math games. Pratima Murarka - 650-0345 or tracy@mathnasium.com, www.mathnasium.com/tracy CONTRACT REQUIRED PRIOR TO OCCURRENCE	3/13/2019
1/24/17	<b>Emergency Food Bank:</b> Mobile Farmer's Market. Kisha Thompson-464-7369 ext. 1007, kthompson@stocktonfoodbank.org or Pat Brown-464-7369 ext. 1008 pbrown@stocktonfoodbank.org, www.stocktonfoodbank.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	3/22/2019
4/12/11	<b>LMG Attractions-</b> DJ and Emcee, Business Audio Visual, Event Planning, Professional Sound and Audio. Dave Tillman 209-275-0226, www.lmgattractions.com No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	4/1/2019
5/28/13	<b>Gallo Center for the Arts</b> , Bullying Prevention Performance, "The Bully Buster Rides Again". Raul Garcia, 338-5020, rgarcia@galloarts.org, www.galloarts.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	4/9/2019



Board Approved	Vendor Name	Insurance Expiration
8/11/15	<b>Scott Backlovich Communications</b> - Motivational speaker for teens for Leadership Conferences, HS & Middle School Assemblies, Teen Summit Programs, Back-to-School Orientations. Scott Backlovich-484-3841. scott@scottbacklovich.com, www.scottbacklovich.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	4/21/2019
10/23/18	<b>Street Beat</b> - Hiphop pizazz assembly. Ben Hansen, (310) 403-7884, info@streetbeattheshow.com, www.streetbeattheshow.com CONTRACT REQUIRED PRIOR TO OCCURRENCE.	4/24/2019
3/27/18	<b>Bricks 4 Kidz</b> - STEM educational activities for kids age 3-13, where they play with LEGO® Bricks. Our unique model plans are designed by engineers and architects. Themes, construction, provide building blocks for educational play. Sally Studebaker- (925) 595-3934, sstudebaker@bricks4kidz.com, www.brick4kidz.com/356. Vendor does not have a contract. must use TUSD Contract Services Agreement.	4/30/2019
2/12/08	<b>Sparkles the Clown</b> , Terry Donaldson - 835-8383, www.sparklesdelight.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/1/2019
2/12/08	<b>Ravioli the Clown</b> - Denis Martinez - 835.3535, www.raviolitheclown.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/1/2019
2/23/10	<b>All for KIDZ, Inc.</b> Producers of <b>THE NED SHOW-character education program</b> . Customercare@allforkidz.com, www.thenedshow.com 1-877-872-9696 x101. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/4/2019
11/14/17	<b>LifeSaver CPR - CPR Services</b> , Chris Peters, (209) 665-4398, www.lifesavercpr.net, LifeSaverCPR@hotmail.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/1/2019
5/22/18	<b>Bucketfillers for Life</b> - character education assemblies, student workshops, parent workshops, and professional development. Kelly Nickel, (530) 941-5207, kellynickel@bucketfillersforlife.com, www.bucketfillersforlife.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/22/2019
11/8/16	<b>Lifetouch National School Studios</b> - Student photos and photo booths through Lifetouch only. Corena Allen, (916) 526-0406, callen@lifetouch.com. Does not include DJ services. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/30/2019
4/23/13	<b>SJ County Child Abuse Prevention Council</b> - "Parent Cafe" - program awareness for protection and safety of our children. Contact Lindy Turner-Hardin or Angela Magee -464-4524, lturner@nochildabuse.org or amagee@nochildabuse.org. "Pinwheels for Prevention" - program awareness for public and computer safety. Contact Amrit Pawar - 851-3468, apawar@nochildabuse.org. Website: www.nochildabuse.org	7/1/2019

Board Approved	Vendor Name	Insurance Expiration
2/15/17	<b>Prismatic Magic Laser Programs</b> - Educational entertainment laser assemblies (anti-bully, history, reading, space, etc.). Steve Hatfield - (866) 952-7376, steve@prismaticmagic.com, www.prismaticmagic.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	7/2/2019
12/12/17	<b>Booster Enterprises</b> - Boosterthon Fun Run Fundraising, Andrew Kowalski - (706) 224-9079, andrewk@boosterthon.com, www.boosterthon.com. STAKES IN GRASS PROHIBITED. SAND BAGS ALLOWED FOR ONE DAY ONLY. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	7/1/2019
3/8/11	<b>Dr. Andrew Trosien, DDS.</b> Oral Hygiene Instructions. Call Megan or Julie at 833-1240	7/1/2019
4/11/17	<b>Pediatric Dentistry/Orthodontics - Dr. Solomon.</b> (925)447-1377. majrod@icloud.com, Www.livermorekidsdentist.com	7/1/2019
3/27/18	<b>Keep it Movin Entertainment</b> - DJ Services - Dave Reyes, (408) 645-9460, yourfavoritedjs@keepitmovinent.biz, www.keepitmovinent.net. Vendor does not have a contract. must use CONTRACT REQUIRED PRIOR TO OCCURRENCE.	7/9/2019
2/14/12	<b>Sound Wave Mobile DJ</b> - David Gomes-510-938-7903, info@soundwavemobiledj.com, www.soundwavemobiledj.com. No pictures of students without parental permission. Must use CONTRACT REQUIRED PRIOR TO OCCURRENCE.	7/23/2019
2/10/15	<b>Musson Theatrical</b> - specializes in providing theatrical lighting, sound, scenery, and special effects. Bob Downs - 800-843-2837, bdowns@musson.com, www.musson.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	8/1/2019
2/12/19	<b>Tracy Portrait Studio</b> - Student photos, photo booth (requires parent permission). Tais Richardson 834-2052, contact@tracyportrait.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	8/2/2019
9/25/18	<b>The Echo Hero Show</b> - topics enforced through songs can include not littering, recycling, food waste, saving water, energy efficiency and using reusable items. Brett Edwards, (888) 482-3885, echoheroshow@gmail.com. No website. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	8/22/2019
1.8.19	<b>Northern California Volleyball Association (NCVA)</b> - provides tournaments to girls volleyball teams. Kris Johnson - (415) 550-7582, kris@ncva.com, www.ncva.com	9/1/2019
10/25/11	<b>Amos Productions</b> -DJ Services. Nicole - 1800-693-5003 or 925-449-3847. nicole@amospro.com or info@amospro.com. www.amospro.com. No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	9/26/2019

Board Approved	Vendor Name	Insurance Expiration
3/13/18	<b>Play-Well TEKnologies</b> - Lego building and inventing for core engineering and confidence. Lauren Yee (510) 227-9378, lauren@play-well.org, www.playwell.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/1/2019
3/13/18	<b>Apex Fun Run</b> - a run based character & leadership fundraiser. Jenna Martinez, (408) 772-3409, jennam@apexfunrun.com, www.apexfunrun.com. STAKES IN GRASS PROHIBITED. SAND BAGS CAN BE USED TO HOLD DOWN ITEMS BUT ONLY ALLOWED FOR ONE DAY. CONTRACT REQUIRED PRIOR TO OCCURENCE.	10/9/2019
12/12/17	<b>Jackman Enterprises- DBA Funflicks</b> - outdoor inflatable screen for movie night. Paul Jackman-(844) 556-6843, pauljackman@funflicks.com. Www.funflicks.com FOR MOVIE PROJECTOR USE ONLY!	10/13/2019
4/8/14	<b>UNeed2</b> - help student build a computer. Lynda Hawkins - 662-1188 or Eric Hawkins - 510-952-1473, chawkins@sbcglobal.net, lyndahawkins@sbcglobal.net, www.uneed2.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/20/2019
1/8/19	<b>Nutrien</b> - Seed Survivor mobile unit teaches agriculture in classrooms. Raleigh Gragan - (530)-320-5907, caseedsurvivor@gmail.com www.seedsurvivor.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	11/1/2019
9/8/15	<b>Tracy Crime Stoppers</b> - partnership with citizens, media, and the criminal justice system, is to prevent and solve crimes within the Tracy region Marshall Rose - (209) 627-7675. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	11/3/2019
2/11/14	<b>World of Wonders Science Museum (WOW)</b> , Teaches varius science topics. Beth Fox - 368-0969, beth@wowsciencemuseum.org, www.sciencemuseum.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	12/1/2019
4/25/16	<b>Delta Sigma Theta Sorority</b> - Girls Empowerment Conference. Tanya Vaughn - (510) 909-4655, Tanya.Vaughn@pro.sccgov.org Dana Cooper - 640-9127, d_goodwill@yahoo.com, www.TracyAreaDeltas.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	12/1/2019
8/12/14	<b>Tracy Chamber of Commerce: "Hire Me First"</b> Internship Program was established to promote youth employability through increased employment opportunities, internship and job shadowing experiences for the youth in our community. Alyssa Mupo - 835-2131, hiremefirst@tracychamber.org, www.hiremefirst.org	12/29/2019
9/12/17	<b>Mobile Ed Productions</b> - Educational assemblies for No Bully Zone, Science, History, Reading/Writing, Character and Performance Arts. Contact Cindy Kouczynski-800-433-7459, cindyk@mobileedprocutions.com, www.mobileedproductions.com CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/1/2020

Board Approved	Vendor Name	Insurance Expiration
1/25/11	<b>Kaiser Permanente</b> - Dean Starnes, dean.starnes@kp.org, 510-987-2223, www.Kp.org/etp/ncal, Programs "Community Troupe", PEACE Signs "The Best Me", "Nightmare on Puberty ST." and "Secrets". CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/1/2020
1/23/18	<b>DJ Glenn Black Jr.</b> - DJ PA System, Mixer (or DJ controller), dance floor lighting, uplighting (decor lighting), etc. Glenn Black, (209) 483-3367, glennbproductions@yahoo.com, www.djglennb.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/4/2020
3/12/13	<b>Entourage Events SF</b> - DJ & lighting Services and Photo Booth, Derek Mizuno, 510-921-4373, booking@entourageeventssf.com. Find them on Yelp & Facebook. Parental permission for pictures of students.	1/16/2020
10/23/18	<b>Traveling Lantern Theater Company</b> - Doren Elias, (800) 936-4723, kb@travelinglantern.com, www.travelinglantern.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/17/2020
10/11/11	<b>Main Street Music</b> - Ken & Diana Cefalo, kencefalo@yahoo.co, dcefalo@sbcglobal.net, CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/17/2020
10/23/18	<b>Roshambo</b> - DJ, photobooth and event planning. Rich Ramirez, (209) 401-1145, roshambome@comcast.net, www.roshambo.biz. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/25/2020
9/13/11	<b>California Weekly Explorer, Inc.</b> History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	2/1/2020
10/11/11	<b>Rumors Productions Company</b> - Karaoke, DJ, children parties, live sound & music, live band, line dancing lessons & game show night. Contact Jenna Teyshak or Jon Tyner - 640-8000, jenna@rpcdj.com, www.rpcdj.com. No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	2/20/2020
10/24/17	<b>City of Stockton - SJ County Library</b> - Training Wheels program. Mobile Library on wheels for preschool students participating in story time and receive a free book. Contact Lisa Lee-lisa.lee@stockton.ca.gov or 937-8143. www.ssjepl.org/involved/litservices/default.html	No Expiration Date
5/8/12	<b>Dairy Council of CA Mobile Dairy Classroom</b> , Leona Bettencourt, 916-263-3560 x413, ibettencourt@dairycouncilofca.org. Www.dairycouncilofca.org. <b>Must follow Animal Policy Guidelines AR 6163.1</b>	Insurance not required if supervised by certificated employee

Board Approved	Vendor Name	Insurance Expiration
12/10/13	<b>SJ Vector Control</b> - Aaron Devencenzi - 982-4675, adevencenzi@sjmosquito.org. Field trip in your classroom. Mosquito and tick presentation.	Insurance not required if supervised by certificated employee
2/15/17	<b>Tracy Public Library</b> - Literacy Parent Education. Stella Beratlis, 937-8221, stella.beratlis@stocktonca.gov	Insurance not required if supervised by certificated employee
10/9/07	<b>Sandia Labs</b> Joel Lipkan - jlipkin@comcast.net	Insurance not required if supervised by certificated employee



Board Approved	Vendor Name	Insurance Expiration
↓APPROVED FOOD VENDORS↓ <i>SORTED BY INSURED NAME AND EXPIRATION DATE</i>		
<b>VENDOR AUTOMOBILE'S ARE NOT ALLOWED TO DRIVE AND PARK ON CAMPUS. ALL VEHICLES MUST PARK IN DESIGNATED PARKING PLACES!</b>		
↓ This list of Approved Food Vendors is for insurance verification only. It does not supersede the approval required for food sales through food services or replace the standard facility use process↓ No food sales until 30 minutes after school.		
3/11/2014	<b>Taqueria La Mexicana-</b> Mobile Truck Catering for restaurant on 11th street only. Letty 610-1871, letty25045@hotmail.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	3/21/2019
11/12/12	<b>Menchie's Frozen Yogurt,</b> Adele Boch, 612-5285, adelebloch@yahoo.com, www.menchies.com. No food sales until 30 minutes after school.CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/6/2019
2/12/19	<b>S&amp;L BBQ &amp; Catering</b> - Food catering. Lena George - (408)221-2710, SLBBQ@comcast.net. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/16/2019
5/14/13	<b>Buffalo Wild Wings</b> - Food/Catering. (209) 833-3819. 425@buffalowildwings.com and/or wingman209@sbcglobal.net. www.buffalowildwings.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/29/2019
8/11/2015	<b>Kona Ice of Tracy</b> - Shaved Ice drinks. Lisa Duncan, (209) 597-8760, dduncan@kona-ice.com, www.kona-ice.com. No food sales until 30 minutes after school. Vehicles must be parked in designated parking place only. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	7/22/2019
5/9/17	<b>Black Bear Diner</b> - Catering. Tracy@blackbeardiner.com, (209) 835-5600 or (209) 814-0902.	8/17/2019
9/27/2016	<b>Meva's Tacos &amp; More</b> - Contact Eva Ybarra - 244-3307 or mevastacos@gmail.com. No food sales until 30 minutes after school.CONTRACT REQUIRED PRIOR TO OCCURRENCE.	8/30/2019
12/8/09	<b>Tracy Breakfast Lions Club</b> - Greg Bidlack - gregandvelma@sbglobal.net, Jim Noah - 835-0981, www.tracybreakfastlionsclub.org. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	9/1/2019
9/12/2017	<b>Blue Moon Kettle Corn</b> - Kettle Corn sales. Nicole Moore - (510) 589-6166 or bluemoonkettle@gmail.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	9/6/2019
10/13/15	<b>Pink Turtle Shoppe</b> - Ice Cream & Cookie restaurant. Arabella McCreary - 627-8513, pinkturtlesoppe@gmail.com, www.pinkturtleicecream.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	9/9/2019
10/13/09	<b>Famous Dave's BBQ Catering:</b> 3162@srribs.com, 833-6337. www.famousdaves.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/1/2019

Board Approved	Vendor Name	Insurance Expiration
10/23/18	<b>Jolts Coffee Bar</b> - serve coffee, espresso, tea, hot chocolate, etc. Carol Zuro, carolzuro@joltscoffeebar.com, (209) 608-2556, <a href="https://m.facebook.com/joltscoffeebar/">https://m.facebook.com/joltscoffeebar/</a> . CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/9/2019
10/25/11	<b>Mi Espiranza</b> - Restaurant Catering. Call Omar Mendoza and Candida Ramiriz at 832-3020. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/15/2019
11/14/17	<b>Smokin Hot Meats N Treats</b> - Food truck - Doug & Rita Westby. (510) 364-5070, smokinhotmeatsntreats@gmail.com, <a href="http://www.smokinhotmeatsntreats.com">www.smokinhotmeatsntreats.com</a> . No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	11/27/2019
12/8/09	<b>Texas Roadhouse</b> - Ed Ferro, (209) 607-5788, trh_catering@ultrasteak.com or TXRH_Cater@TexasRoadhouse.com. Restaurant direct: 830-1133. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	12/1/2019
*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or L occupancies in accordance with Appendix Chapter 1, Section 105.6.		
<b>OUTDOORS BBQ RULES</b> - Make sure barbeques are 10 feet away from any building or structure. Place drip pans or tarps under barbeques to avoid spillage on pavement. Do not dump grease, oil, briquettes or barbeques anywhere on TUSD property or in garbage cans or dumpster. If spill occurs, you must provide an oil absorbent and clean properly.		
Remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property. Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and/or District fines ranging from \$250-1,000.		



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** February 27, 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**  
**March 12, 2019**  
**SUMMARY OF SERVICES**

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A. Vendor: Airtek.com, Inc.  
Site: DEC, ISET & IMC  
Item: Agreement  
Services: Contractor to remove existing mechanical controls and replace with Pelican / Pearl controls for a complete functioning energy management system.  
Cost: \$99,998.33  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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B. Vendor: RGM & Associates  
Site: District-wide  
Item: Exhibit E Amendment to Agreement  
Services: Construction management to assist with the planning, design, bidding, construction management and project close out for the 2019 asphalt repairs at various sites throughout the District.  
Cost: \$28,800.00 Not to Exceed  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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C. Vendor: School Project for Utility Rate Reduction (SPURR)  
Site: District-wide  
Item: Master Contract  
Services: CISCO 3850 and 2960 Switches  
Cost: \$540,174.47 of which TUSD pays approximately \$150,000.00  
Project Funding: Erate and General Funds

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** March 1, 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  
March 12, 2019  
SUMMARY OF SERVICES**

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A. Vendor: Signs of Success, Inc.  
Site: Clover School (TLC) Renovation  
Item: Estimate - Ratify  
Services: Provide and install cast aluminum, medium bronze baked enamel address numbers and lettering for the school site.  
Cost: \$1,752.37  
Project Funding: Measure B Bond Fund, State School Facilities Program, Charter School Facilities Program and Prop. 39 Energy Funding

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B. Vendor: RA Jones Construction  
Site: Clover School (TLC) Renovation  
Item: Estimate - Ratify  
Services: Contractor to provide installation services for three (3) plaques for school site.  
Cost: \$3,200.00  
Project Funding: Measure B Bond Fund, State School Facilities Program, Charter School Facilities Program and Prop. 39 Energy Funding

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C. Vendor: City of Tracy  
Site: North School Modernization  
Item: Plan Check Fee - Ratify  
Services: Off-site improvement plan check fee for the North School Modernization project.  
Cost: \$4,308.04  
Project Funding: Measure B Bond Fund, State School Facilities Program

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** February 22, 2019  
**SUBJECT:** Approve Out of State Travel for the Assistant Principal and Four Wanda Hirsch Elementary School Teachers to Attend the Professional Learning Community (PLC) at Work Institute in Las Vegas, NV on June 3-5, 2019

**BACKGROUND:** The Professional Learning Community (PLC) at Work Institute, a division of Solution Tree, uses the PLC process to emphasize learning as the fundamental purpose of our school and therefore are willing to examine all practices in light of their impact on learning. The PLC at Work focuses on using team structures and putting the focus on learning, collaboration, and results. By implementing proven strategies and processes, Hirsch School can begin providing timely, targeted, systematic interventions to every student who demonstrates the need, through PLCs. Goals for the conference include: help teachers define different ways of learning and deliver differentiated instruction, create a toolbox of effective responses to intervention strategies, identify students for intervention, determine their unique needs, monitor student progress and revise interventions or extend learning based on progress.

**RATIONALE:** According to DuFour, DuFour, and Eaker, the key to improved learning for students is continuous, job-embedded learning for educators. Each year, the numbers of Hirsch students needing support has increased. The principal and assistant principal have attended the institute previously. Extending the training to include teachers will strengthen the PLC process to those who utilize it most so that students benefit. The institute supports Hirsch School's Single Plan for Student Achievement Goals, which are; Goal 1: Tier 2 Additional Support for At Risk Students Not Making Progress and Goal 1: Tier 3 Intensive Support. This agenda item also 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:** Lodging, transportation, registration, rental car, and food costs will not exceed \$11,500. The cost for this training will be paid out of District Title I Carry Over Funds.

**RECOMMENDATION:** Approve Out of State Travel for the Assistant Principal and Four Hirsch School Teachers to Attend the Professional Learning Community (PLC) at Work Institute in Las Vegas, NV on June 3-5, 2019

**Prepared by:** Cindy Sasser, Principal, Hirsch School



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** March 12, 2019  
**SUBJECT:** **Approve Out of State Travel for the McKinley Elementary School Assistant Principal to Attend the Boys & Girls Club National Convention in Houston, Texas on May 1-3, 2019**

**BACKGROUND:** The Boys & Girl Club of Tracy and the partnership forged with school campuses have been providing after school services in the community for over 20 years. Recent After School Education and Safety Program (ASES) funding, has brought both the Boys & Girls Club of Tracy and District schools together to create a shared vision. This nexus has brought State and National recognition to District's after school programs.

**RATIONALE:** Each year, the Boys & Girls Club holds their annual National Convention. Last year, the school principal attended the convention along with staff from the Boys & Girls Club of Tracy. Together, we harvested new programs, ideas, and data from not only the United States, but from around the World. This year's theme is "One Mission, One Vision, One Movement: Creating Great Futures for Americas Youth." The conference is designed to provide participants with valuable learning experiences that will enable them to enhance the club experience and increase our club's impact on youth and our community. Staff must continue to evolve and shape after school programs to provide a safe environment and compliment Common Core State Standards for the future of District students and the Tracy Community. This supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses are paid through the Boys & Girls Club of Tracy from monetary funds allocated for after school programs from sites for additional personnel, operations, staff training, and conferences.

**RECOMMENDATION:** Approve Out of State Travel for the McKinley Elementary School Assistant Principal to Attend the Boys & Girls Club National Convention in Houston, Texas on May 1-3, 2019

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent for Educational Services  
**DATE:** February 20, 2019  
**SUBJECT:** **Approve the District Summer School Programs for 2019**

**BACKGROUND:** The goal of Tracy Unified Summer School Programs is to provide students with academic, social, and personal enrichment opportunities. Many times when the traditional school year ends, student learning, access to school nutrition programs, and supervision comes to a stop. Despite major budget cuts during previous years, T.U.S.D. has provided a limited number of Summer Program opportunities which have included mandated Special Education Programs and several Credit Recovery Courses for Tracy Unified students. In an effort to best meet the academic needs of our students and comply with federal mandates, a modified Summer Program for this summer is again proposed.

**RATIONALE:** The District is required to provide an extended year Special Education Program each summer. This mandated program is for eligible students in grade levels Pre-K through young adult, as determined by I.E.P.s. The Special Education Program for Pre-school through 8<sup>th</sup> grade students will be held at Villalovoz Elementary and Williams Middle School, and the program for Special Education 9<sup>th</sup> through young adult will be held at Williams Middle School.

In addition, the District will provide an opportunity for current 12<sup>th</sup> graders who do not meet graduation requirements by May 2019 to recover credits needed to graduate through the Tracy Adult School and the District Summer Credit Recovery Program. An English 1 Credit Recovery Course, utilizing CyberHigh will also be available for current freshmen who have failed English 1, and current 10<sup>th</sup> and 11<sup>th</sup> graders in need of credit recovery will be offered Cyber High as space is available. This will also be held at Williams Middle School.

In addition, programs will be offered to support English Learners and At-Risk students who attend Title I schools, and are currently in grades K-5, at Villalovoz Elementary School; as well as for grades 6-8 at Williams Middle School. These programs will involve engaging, hands-on learning activities to strengthen student understanding of science concepts, reading and language intervention, and mathematics fluency.

For children who will be entering Kindergarten in Fall, 2019, a Kindergarten Bridge Program will be held at Villalovoz Elementary School. This program is a mandated piece of the Building Literacy Together (First 5) Grant, and seeks to aid students as well as their parents, in a successful transition into Kindergarten.

As was held last summer, the High School Summer Bridge Program will again be offered for incoming 9<sup>th</sup> graders from District and feeder schools. This program will enroll at-risk students and will aid in preparing these students for the rigors of high school. The Program

consists of engaging learning projects – which include proper study skills; meetings with their upcoming school Administrators, Counselors and classmates; follow-up tutorial support; and a field-trip visit to a nearby University of California Campus. The program seeks to give students the tools they need to successfully navigate high school, and thus prepare students for college or careers.

The dates for all Summer School programs are as follows:

- Special Education Pre-K through 8<sup>th</sup> grade: June 3 – June 28, 2019
- Special Education grades 9<sup>th</sup> through young adult: June 3 - July 3, 2019
- Credit Recovery Program for 9<sup>th</sup> - 12<sup>th</sup> grade students: June 3 - July 3, 2019
- Science and Intervention Programs, grades K-8: June 3 -- June 28, 2019
- Kindergarten Bridge Program for entering Kindergarten students: June 3 – June 14, 2019
- High School Bridge Program for incoming 9<sup>th</sup> graders: June 3 through June 14, 2019

High School students who are not eligible to participate in Tracy Unified's summer programs may make up credits for courses failed during the school year by completing approved online courses or attending a State Junior College over the summer. All courses must be preapproved by the site principal and high school counselor. Students may earn a maximum of 30 Credit Recovery units during the summer. Students interested in taking credits for acceleration may elect to enroll in approved online courses or attend a State Junior College over the summer. All courses must be CSU/UC approved and students must be on track to graduate on time. Students may earn up to 20 credits. The cost associated with taking online Credit Recovery or Acceleration courses will be the responsibility of the student, parent or guardian. Students enrolling in these courses must obtain prior written approval from the site principal and counselor.

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 careers; and Goal # 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** All Special Education classes and the Credit Recovery Summer Program will be funded by State designated and District funds. All K-8 intervention classes will be funded by Title I. The Kindergarten Bridge Program will be funded by First 5/Building Literacy Together. The High School Bridge Program will be funded by the College and Career Grant. The costs associated with Credit Recovery and Acceleration courses taken outside of the district will be the responsibility of the student, parent or guardian.

**RECOMMENDATIONS:** Approve the District Summer School Programs for 2019.

**Prepared by:** Tania Salinas, Director of Assessment and Accountability.



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** February 28, 2019  
**SUBJECT:** Approve Lisa Project Exhibit at Kimball High School (KHS) May 2-3  
and Tracy High School (THS) May 9-10, 2019

**BACKGROUND:** The Lisa Project is a 10-minute unique multisensory exhibit experience allowing the visitor to hear, see and experience the reality of the world of child abuse. Through audio narration from a child's perspective visitors are guided room by room through scenarios depicting abuse. This is aimed at teaching students about child abuse, its impact and the importance of reporting concerns about child abuse. The Lisa Project will be at Kimball High School (KHS) May 2-3 and Tracy High School (THS) May 9-10, 2019.

**RATIONALE:** The Lisa Project is designed to teach students to recognize the signs of trauma associated with child abuse and the importance of reporting concerns about child abuse. This aligns with District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Funding for the Lisa Project is being provided by the San Joaquin County Child Abuse Prevention Council and Leprino Foods. There will be no cost to the District.

**RECOMMENDATION:** Approve Lisa Project Exhibit at Kimball High School (KHS) May 2-3 and Tracy High School (THS) May 9-10, 2019.

**Prepared by:** Mr. Ben Keller, Kimball 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 The Lisa Project, 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 a unique 10 minute multi-sensory exhibit experience allowing the visitor to hear, see and experience the reality of the world of child abuse. Through audio narration from a child's perspective visitors are guided room by room through scenarios depicting abuse. This experience is fully immersing each guest into the world these children face on a daily basis. It is aimed at teaching students about child abuse, its' impact and the importance of reporting concerns about child abuse.

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 six days (1 setup; 2 exhibit) ( ) [ ] HOURS [6 ] DAYS, under the terms of this agreement at the following location Kimball & Tracy High Schools.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$zero per [ ] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$zero. 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 \$zero 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 May 1, 2019, and shall terminate on May 10, 2019.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Pia Simmonds, at (209) 832-6600 x 4044 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.

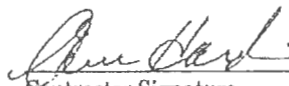
9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without 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:

 Director TLP  
Contractor Signature Title

IRS Identification Number

Gene Hardin - Director

Title

The Lisa Project - Child Abuse Prevention Council SJC

Address

540 N. California Street Stockton, CA 95201

209 644-5308

Tracy Unified School District

03/04/19

Date

Account Number to be Charged

Ben Keller, Principal

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 27, 2019  
**SUBJECT:** **Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt: International Center for Leadership in Education (ICLE) to Provide Professional Development for All New Tracy Teachers in the Tracy Teacher Induction Program (TTIP) for the 2019-2020 School Year**

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

**RATIONALE:** The International Center for Leadership in Education (ICLE) of Houghton Mifflin Harcourt has partnered with the District to provide staff development beginning in 2014 with the Rigorous Curriculum Design (RCD) process. As part of a comprehensive and blended approach, this foundational training day for new teachers will be tailored to support our continued implementation of the Rigor Relevance Framework and the units of Study. By providing this foundational training for our newest teachers, they will start the school year with the foundational knowledge that veteran Tracy teachers acquired over the last two-years through the ICLE work. This one day training will provide the foundational components of the Rigor and Relevance Framework to build our newest teachers' understanding and capacity for designing rigorous instruction and understanding how it changes the teachers role with hands-on strategies to implement in the classroom.

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

**FUNDING:** The total cost for the training is \$ 3,402 and will be paid with LCAP funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt: International Center for Leadership in Education (ICLE) to Provide Professional Development for All New Tracy Teachers in the Tracy Teacher Induction Program (TTIP) for the 2019-2020 School Year.

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

1. Contractor shall perform the following duties: Provide Professional Development for All New Tracy Teachers in the Tracy Teacher Induction Program (TTIP) for the 2019-2020 School Year.

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

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

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

- a. District shall pay \$ 3402.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ 3402.00. 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 July 1, 2019, and shall terminate on August 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** [ ☒ ] **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:** International Center for Leadership in Education

Digitally signed by Lisa Jacobson  
DN: cn=Lisa Jacobson, o=Houghton  
Mifflin Harcourt, ou=Business Desk,  
email=lisa.jacobson@hmhco.com,  
c=US  
Date: 2019.02.25 18:02:37 -05'00'

Contractor Signature

Title

IRS Identification Number

Director, Bids and Contracts

Title

Houghton Mifflin Harcourt Publishing Company

Address

125 High Street

Boston, MA 02110

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

## SERVICES AGREEMENT

CP: 007111046

DATE: 3/4/2019

NAME OF DISTRICT: TRACY UNIFIED SCHOOL DISTRICT  
 ADDRESS OF DISTRICT: 1875 W. LOWELL AVENUE, TRACY, CA 95376

Date	Days	Description	Cost
July 23, 2019	1	<b>Leadership for Rigorous Learning: Building a Culture to Support Instructional Excellence</b> <i>Full-day, on-site professional learning session focused on rigorous and relevant instruction for ALL students</i> <ul style="list-style-type: none"> <li>○ July 23, 2019 with teachers new to Tracy USD</li> <li>○ ICLE Consultant Emily Freeland</li> </ul>	\$3,402*
<b>Total (All Inclusive) *Price Inclusive of Quantity Discount</b>			<b>\$3,402.00*</b>

Total Cost Includes	
<b>Travel and Expenses</b>	<ul style="list-style-type: none"> <li>- Airfare</li> <li>- Ground transportation</li> <li>- Lodging</li> <li>- Meals</li> <li>- All other travel expenses</li> </ul>
<b>Materials</b>	<ul style="list-style-type: none"> <li>- Instructional materials used during the session (as applicable)</li> </ul>

*Services Agreement valid for 30 days -*

*Subject to terms and conditions, located at: <https://www.hmhco.com/terms-of-use/services>*

The district referenced above hereby accepts and agrees to the details set forth in this Services Summary, including dates and fees, subject to the terms and conditions.

**CLIENT:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

- Will a PO be issued for this purchase? ☐ Yes ☐ No PO Required
- Is the PO attached? ☐ Yes ☐ No If no, anticipated date of PO: \_\_\_\_\_
- Please invoice from Houghton Mifflin Harcourt: ☐ Upon delivery of service or ☐ Upfront
- If invoice 'upon delivery of service' is selected, please indicate funding/PO expiration/last date HMH can invoice: \_\_\_\_\_
- Please return Services Agreement and PO (payable to Houghton Mifflin Harcourt) to:  
[GBoyd@leadered.com](mailto:GBoyd@leadered.com)  
Fax (303) 504-9417



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** March 1, 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>
Anastasio, Jessica 4 <sup>th</sup> grade	North	5/30/19	Personal
Anguiano Hernandez, Melissa Kindergarten	McKinley	6/30/19	Personal
Barnes, Timothy Social Sciences	WHS	5/24/19	Personal
Cerney, Mary Ellen 7 <sup>th</sup> Grade ELA	Poet	5/24/19	Personal
Dajani, Jordan AG Sciences	WHS	6/30/19	Personal
Dempsey, Bernadette Music	SWP	5/24/19	Personal
Diaz, Mariana Mathematics	KHS	5/25/19	Personal
Galvan, Katarina Social Science	KHS	5/27/19	Personal
Garcia, Kellie 1 <sup>st</sup> -K SDC	Central	5/24/19	Personal



Hays, Jason SDC	WHS	6/30/19	Personal
Lewandowski-Spivey, Carla 4 <sup>th</sup> /5 <sup>th</sup> Grade SDC	Villa	6/30/19	Personal
McDonald, Lynesshia 3 <sup>rd</sup> Grade	Central	5/24/19	Personal
Nagel, Augusta SDC	WMS	5/24/19	Personal
Pagliaro, Bria Biology	WHS	5/24/19	Personal
Pleskac, Janel 7 <sup>th</sup> Grade ELA	Kelly	5/24/19	Personal
Puleo, Joseph Physical Education	MVMS	6/30/19	Personal
Shepherd, Brian Physics/Earth Science	KHS	5/24/19	Personal
Stone, Laura 4 <sup>th</sup> /5 <sup>th</sup> Grade SDC	McKinley	5/24/19	Personal
Taneja, Raman Chemistry/Biology	THS	5/24/19	Personal
Woods, Robert Social Sciences	Willow	5/24/19	Personal

**BACKGROUND:**

**CERTIFICATED RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Eusanio, Dolores SDC Preschool	Hirsch	5/31/19
Johnson, Jennifer 3 <sup>rd</sup> Grade	Central	5/31/19
Montez, Edward Counselor	North	6/3/19

**BACKGROUND:****CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Spikes, Danielle Food Service Worker	WMS	02/21/19	Accepted FSW II position

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** March 1, 2019  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## **BACKGROUND:**

Houston, Olga

Kitt, Haleigh

Mendoza, Jonathan

Spikes, Danielle

Sucrese, Melissa

## **CLASSIFIED**

Special Education Para Educator I  
(New)  
Central Elementary School  
Range 24, Step C - \$15.73 per hour  
6 hours per day  
Funding: Special Education

I.E.P. Para Educator I (New)  
Tracy High School  
Range 24, Step C - \$15.73 per hour  
6.5 hours per day  
Funding: Special Education

Utility Person III (Replacement)  
MOT/Crew 3  
Range 36, Step A - \$18.95 per hour + ND  
8 hours per day  
Funding: General Fund – 50% and Special  
Education – Transportation 50%

Food Service Worker II (Replacement)  
Williams Middle School  
Range 24, Step E - \$17.26 per hour  
7 hours per day  
Funding: Child Nutrition – School Program

Food Service Worker II (New)  
West High School  
Range 24, Step A - \$14.35 per hour  
7 hours per day  
Funding: Child Nutrition – School Program

**BACKGROUND:**

Hunter, John

Loggins, Robert

**COACHES**

Softball – Frosh Girls’  
Kimball High School  
Stipend: \$3,907.11

Track Assistant Coach  
West High School  
Stipend: \$4,690.66

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** March 6, 2019  
**SUBJ:** **Approve the Amended Instructional Calendars for the 2019-20 & 2020-21 School Years**

**BACKGROUND:** The attached amended instructional calendars for 2019-20 and 2020-21 school years have been changed to reflect the additional voluntary prep day(s) for certificated staff. These amendments to the calendars are being made due to a negotiated MOU with Tracy Educators Association. Both calendars have been reviewed by Administration and TEA.

**RECOMMENDATION:** Approve the instructional calendars for the 2019-20 and 2020-21 as amended.

**PREPARED BY:** Tamara Ferrario, Director of Human Resources and Employee Relations

## DRAFT 2019-2020 Calendar

July 2019						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

August 2019						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2019						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20		22	23	24	25	26
27	28	29	30	31		

November 2019						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2020						
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2020						
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23	24	25	26	27	28	29

March 2020						
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15	16	17	18	19	20	21
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29	30	31				

April 2020						
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19	20	21	22	23	24	25
26	27	28	29	30		

May 2020						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

June 2020						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

First and Last Days of School

 Holidays Minimum Day, all grades, K-12  
(All Schools)

Board Designated Non Workday

Student Attendance Days Early Release Monday

P/T Conference (no students)

Staff BBD (no students)

 Minimum Day, grades K-5 & K-8  
(Bohn, Central, Freiler, Hirsch, Jacobson, Kelly, McKinley, North  
Poet, South/West Park, Villatovoz)

 Minimum Day, grades 6-12  
(Monte Vista, Williams, Tracy, West, Stein, Kimball)

Teacher Pre-Service Days (no students)

 Minimum Day, grades K-5, K-8 & 6-8  
(M-1 schools plus Monte Vista and Williams)

 Minimum Day, grades 9-12, only  
(Tracy, West, Stein, Kimball)

 Voluntary Classroom Prep Day. (Optional. May be utilized  
as follows: 1 Full day or two half days)



## DRAFT 2020-2021 TUSD Calendar

July 2020						
S	M	T	W	T	F	S
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12	13	14	15	16	17	18
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August 2020						
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23	24	25	26	27	28	29
30	31					

September 2020						
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20	21	22	23	24	25	26
27	28	29	30			

October 2020						
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020						
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20	21	22	23	24	25	26
27	28	29	30	31		

January 2021						
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		30
31						

February 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2021						
S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			


April 2021						
S	M	T	W	T	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	


May 2021						
S	M	T	W	T	F	S
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2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2021						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

 First and Last Days of School

 Holidays

 Minimum Day, all grades, K-12  
(All Schools)


 M-1 Minimum Day, grades K-5 & K-8  
(Bohn, Central, Freller, Hirsch, Jacobson, Kelly, McKinley, North  
Poet, South/West Park, Villalovoz)

 M-2 Minimum Day, grades K-5, K-8 & 6-8  
(M-1 schools plus Monte Vista and Williams)


 Student Attendance Days

 E Early Release Monday


 M-3 Minimum Day, grades 6-12  
(Monte Vista, Williams, Tracy, West, Stein, Kimball)

 M-4 Minimum Day, grades 9-12, only  
(Tracy, West, Stein, Kimball)

 P/T Conference (no students)

 Staff BBD (no students)

 Teacher Pre-Service Days (no students)

 Voluntary Classroom Prep Day. (Optional. May be utilized  
as follows: 1 Full day or two half days)



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** March 6, 2019  
**SUBJ:** **Approve the Instructional Calendar for the 2021-22 School Year**

**BACKGROUND:** The attached instructional calendar is for the 2021-22 school year. The calendar attached has been reviewed by Administration and TEA.

**RECOMMENDATION:** Approve the instructional calendar for the 2021-22 school year.

**PREPARED BY:** Tamara Ferrario, Director of Human Resources and Employee Relations



# 2021-2022 TUSD Calendar

July 2021						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	E9	10	11	12	13	14
15	E16	17	18	19	20	21
22	E23	24	25	26	27	28
29	E30	31				

September 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	E13	14	15	16	17	18
19	E20	21	22	23	24	25
26	E27	28	29	30		

October 2021						
S	M	T	W	T	F	S
					1	2
3	E4	5	6	7	8	9
10	E11	12	13	14	M15	16
17	E18	19	20	21	22	23
24		26	M27	M28	M29	30
31						

November 2021						
S	M	T	W	T	F	S
	E1	2	3	4	5	6
7	E8	9	10	11	12	13
14	E15	16	17	18	19	20
21	22	23	24	25	26	27
28	E29	30				

December 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	E6	7	8	9	10	11
12	E13	14	M15	M16	M17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 2022						
S	M	T	W	T	F	S
						1
2	E3	4	5	6	7	8
9	E10	11	12	13	14	15
16	17	18	19	20	21	22
23	E24	25	26	27	28	29
30	E31					

February 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	E7	8	9	10	M11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	E28					

March 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	E7	8	9	10	M11	12
13	E14	15	16	17	18	19
20	E21	22	23	24	25	26
27	E28	29	30	31		

April 2022						
S	M	T	W	T	F	S
					1	2
3	E4	5	6	7	8	9
10	E11	12	13	14	15	16
17	18	19	20	21	22	23
24	E25	26	27	28	29	30

May 2022						
S	M	T	W	T	F	S
1	E2	3	4	5	6	7
8	E9	10	11	12	13	14
15	E16	17	18	19	M20	21
22	E23	M24	M25	M26	M27	28
29	30	31				

June 2022						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		



Holidays



Minimum Day, all grades, K-12

(All Schools)



Minimum Day, grades K-5 &amp; K-8

(Bohn, Central, Freiler, Hirsch, Jacobson, Kelly, McKinley, North  
Poet, South/West Park, Villalovoz)

Minimum Day, grades K-5, K-8 &amp; 6-8

(M-1 schools plus Monte Vista and Williams)



Student Attendance Days



Early Release Monday



Minimum Day, grades 6-12

(Monte Vista, Williams, Tracy, West, Stein, Kimball)



P/T Conference (no students)



Teacher PreService Days (no students)



First and Last Days of School

58

49

65

57

180



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** March 6, 2019  
**SUBJECT:** **Approve Agreement for Special Contract Services with John Ford and Associates Facilitation and Team Development**

**BACKGROUND:** John Ford and Associates have provided training to thousands of employees in the workplace, at all levels, across a wide range of industries. He is the current trainer of the two-day Mastering Workplace Mediation seminar to members of the Northern California Human Resources Management Association. He has taught Emotional Intelligence, Negotiation, Conflict Resolution and Mediation to graduate students at JFK University, Golden Gate University, UC Berkeley and online with Creighton University.

**RATIONALE:** Staff training and team development is one of the most effective means to improve the functioning of a department as they meet the daily challenges in the workplace. John Ford supports organizational harmony through a focus on communication, team building and conflict management. To accomplish this, he mediates, speaks, trains, coaches and consults. Tracy Unified School District is committed in the efforts toward assisting their staff in addressing concerns and improving functionality. The facilitation and team development will include a joint meeting, interviews, group facilitation and follow-up.

**FUNDING:** Human Resources.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with John Ford and Associates Facilitation and Team Development

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

# John Ford and Associates

Conflict Management, Training, Mediation

7405 Sunkist Drive, Oakland, CA 94605

Tel: 510-632-6192 Cell: 510-301-9095

[john@johnford.com](mailto:john@johnford.com)

[www.johnford.com](http://www.johnford.com)

**TO:** Tammy Jalique  
Associate Superintendent for Human Resources  
Tracy Unified School District  
1875 West Lowell Avenue  
Tracy, CA 95376  
209-830-3260

**FROM:** John Ford

**DATE:** February 28, 2109

**SUBJECT:** Facilitation and Team Development

## 1. Introduction

The Tracy Unified School District (TUSD) is concerned about general morale and the ability of the Professional Learning and Staff Development team's ability to communicate and collaborate effectively with one another in a manner consistent with the behaviors and values expected of all employees.

The success of this team is vital for the well-being of TUSD as a whole. TUSD is committed to a reasonable level of effort toward assisting the team address and work through any issues.

They have approached John Ford of John Ford and Associates (JFA) for facilitation and team building services. They have requested that JFA indicate how they would propose working with the team.

## 2. Team Development Proposal

JFA propose to deal with the challenge by starting with an orientation meeting with all team members (Part A). Then, short interviews with all involved will be conducted. (Part B) After that we will facilitate a large group process to acknowledge and address past pain. (Part C) Thereafter, we use a problem solving process to help identify team issues and resolve any conflicts in a manner that gets everyone get on the same page. (Part D). We also propose at least one follow up meeting after 4 to 6 weeks to check in on progress and establish whether the agreements are being followed. (Part E).

### **PART A: Orientation Meeting (Day 1)**

To ensure that everyone is on the same page, and knows what to expect, a short orienting and training meeting of up to 120 minutes will be held at the start of the process. This

enables everyone to have shared mental models about team dynamics and to know what to expect.

#### **PART B: Interviews (Day 1)**

Giving all team members an opportunity to share their perspective in private and to help orienting them to the facilitation process is the goal of this stage. Each meeting will take between 30 and 40 minutes.

#### **PART C: Group Facilitation: Acknowledgement Process (Day 2, a week later)**

The first group meeting addresses any pain of the past and provides an opportunity for the team to empathize with one another's experience. About 40 minutes per team member is needed for this meeting.

#### **PART D: Group Facilitation: Issue Identification and Problem Solving (Day 3, a week later)**

Thereafter, the group returns to identify team maintenance issues and to problem solve them one by one. The hope is that the team commits to a clear set of norms that define the quality of their interactions and specifically address decision making, role ambiguity, holding one another accountable, conflict resolution and communication. A document with the team's working agreements will be prepared. At least two three hour meetings will be needed to support problem solving phase, and possibly more.

#### **PART E: Follow Up**

Knowing that there will be a follow up meeting serves as a motivator for everyone to stick to the new agreements that they make with one another. It also provides an opportunity to review what is working and what needs to change. A facilitated follow up meeting is contemplated for the team. This will take about an hour.

### **3. Costing and Payment**

3.1 JFA proposes to provide PARTS A, B, C and D at a rate of \$250 per hour:

3.2 Tracy Unified School District will be responsible for travel time at the rate of \$125 per hour.

3.3 JFA will invoice Tracy Unified School District at the end of Part C and then after Part D.

3.4 Tracy Unified School District will make payment within 30 days of receipt of any valid invoice.

### **4. Time Frame for Facilitation**

John Ford is ready to start during March 2019 and hopes to have completed Parts A, B and C and D by April 15, 2019. The following dates are currently available: March 15, 22, 29, 2019 and April 5 and 12, 2019.

## John Ford Biography

John Ford supports organizational harmony through a focus on communication, team building and conflict management. To accomplish this, he mediates, speaks, trains, coaches and consults.

John is an experienced mediator and coach, who has successfully helped employees and managers to resolve difficult problems in the workplace. He has also worked with numerous teams that are held back by the inability to deal with conflict. He has mediated for the Equal Employment Opportunity Commission and currently specializes in the mediation of informal EEO disputes in the Federal Sector. Some of the agencies for which John mediates include: USPS, FDIC, TSA, National Archive, NPS, Presidio Trust, and the Geological Survey.

John has provided training to thousands of employees in the workplace, at all levels, across a wide range of industries, especially healthcare. Some of his training clients include: Abbott Pharmaceuticals, Ghirardelli, Genentech, Coventry Health Care, John Muir Health System, East Bay Regional Park District, Central Contra Costa Sanitation District, Zone 7 Water Agency and the Department of the Interior.

He is the current trainer of the two-day Mastering Workplace Mediation seminar to members of the Northern California Human Resource Management Association. He has taught Emotional Intelligence, Negotiation, Conflict Resolution and Mediation to graduate students at JFK University, Golden Gate University and online with Creighton University.

John's start in conflict management was over 20 years ago as a labor and employment law attorney with Lorentz and Bone in Namibia. Since moving to Oakland, California in 1996 he has directed a certificate program in Organizational Conflict Management at JFK University, served as managing editor of Mediate.com from 1999 to 2011, and is a past President of the Association for Dispute Resolution of Northern California (ADRNC).

Currently he is a member of the Association for Conflict Resolution and the Association for Dispute Resolution of Northern California (ADRNC).



# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** March 12, 2019  
**SUBJECT:** **Certify Corrective Actions to the 2017-18 Findings and Recommendations of the Independent Annual Financial Report**

**BACKGROUND:** The board was presented with the annual independent audit in January. The audit included two finding. Each year the Superintendent is required to certify that all corrective actions to the annual independent audit have been reviewed and filed by the district's Governing Board. The Superintendent is also required to assure that corrective procedures have been implemented and will be used in the ensuing years.

**RATIONALE:** The attached forms document the corrective actions to the audit findings.

**FUNDING:** None.

**RECOMMENDATION:** Certify Corrective Actions to the 2017-18 Findings and Recommendations of the Independent Annual Financial Report

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** March 4, 2019  
**SUBJECT:** Certify 2018-2019 Fiscal Year Second Interim Report

**BACKGROUND:** Education Code Section 42130 and 42131 require that the superintendent of each school district shall submit two reports to the governing board of the district during each fiscal year. The first report shall cover the financial and budgetary status of the district for the period ending October 31. The second report shall cover the period ending January 31. Both reports shall be approved by the district governing board no later than 45 days after the close of the period being reported. All reports required by this subdivision shall be in a format or on forms prescribed by the Superintendent of Public Instruction, and shall be based on standards and criteria for fiscal stability adopted by the State Board of Education pursuant to Section 33127. The reports, and supporting data, shall be maintained and made available by the school district for public review.

The governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether or not the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year.

In addition to the AB1200 oversight responsibilities generated in 1992, additional oversight responsibilities were added in 2004 with AB2756 requiring the San Joaquin County Office of Education and the Tracy Unified School District board review the assumptions supporting the multiple year projections. These two levels of review are included with the Second Interim Report document.

Labor negotiations have been completed all bargaining groups for the 2018-19 school year. However, the impact of the CSEA settlement is only partially represented in the attached documents because the change had not been approved on January 31<sup>st</sup> at the time the budget snapshot was taken. However, the entire change was considered in the AB 1200 analysis included at the time the board approved the increase. In addition, it should be noted that the district has been experiencing declining enrollment of approximately 300 students per year. The district is reporting deficit spending of approximately \$10 million. However, \$10,054,372 of the current year expenditures are for one-time expenses, which include retroactive pay for all bargaining groups, carryover spending, textbook purchases, technology improvements, vehicle purchases, and deferred maintenance projects.

Based on current assumptions, the Second Interim Report confirms a positive review in which the district will be able to meet current obligations for the current and two subsequent fiscal years.

**FUNDING:** The second interim report generates no cost. It is merely a reporting of all projected revenues and expenses in the current and next two fiscal years. This report and the actions required to implement the changes will ensure the district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent three fiscal years.

**RECOMMENDATION:** Certify 2018-2019 Fiscal Year Second Interim Report.

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





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** February 26, 2019  
**SUBJECT:** **Approve the Discard of Obsolete Instructional Materials for History-Social Studies for Grades 6-12**

**BACKGROUND:** On January 22, 2019, the Board approved the purchase of new instructional materials for History-Social Studies for grades 6-12, to be implemented in the 2019-20 school year. Instructional Media Services withdraws all obsolete instructional materials from the sites through the libraries, advertises and conducts a public discard to make all materials available free to the public for three days, then arranges for the recycling of all materials not claimed by the public. A search for recyclers to purchase these materials for pulp was unsuccessful; there is no market for this material. Secondary Fiber of Hayward will remove and recycle the materials at no cost to the District.

**RATIONALE:** Board Policy 3270 allows for the removal of instructional materials that have been replaced by more recent versions or editions of the same material and are of no foreseeable value in other instructional areas. Education Code 60530 allows districts to sell obsolete instructional materials for recycling into paper pulp. This Agenda request supports District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The value of the obsolete instructional materials is difficult to assess, but there is no market for these materials. There is no cost to the District to discard these materials.

**RECOMMENDATION:** Approve the Discard of Obsolete Instructional Materials for History-Social Studies for Grades 6-12.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** February 26, 2019  
**SUBJECT:** Approve the Discard of Obsolete Instructional Media Center Materials

**BACKGROUND:** In accordance with library service best practices, the Instructional Media Center (IMC) continually removes (“weeds”) obsolete materials from the district’s professional library collection. The weeding criteria include copyright date, condition of material, contents’ relevance, circulation statistics, and alignment with current educational standards and information. The IMC collection has some outdated materials not aligned with current standards, TUSD’s educational initiatives, and instructional support in

- social emotional learning and life skills,
- student-centered inquiry pedagogy,
- instructional leadership, and
- increasing rigor, relevance, and engagement in instruction.

These obsolete materials will be removed and discarded.

Instructional Media Services conducts a public discard to make all materials available free to the public for three days, then arranges for the recycling of all recyclable materials not claimed by the public. A search for recyclers to purchase these materials for pulp was unsuccessful; there is no market for this material. Secondary Fiber of Hayward will pick up, remove, and recycle materials at no cost to the District.

**RATIONALE:** Board Policy 3270 allows for the removal of instructional and supplementary materials that have been replaced by more recent versions or editions of the same material and are of no foreseeable value in other instructional areas. Education Code Section 60119 states that it is the intent of the Legislature that...instructional materials and supplemental instructional materials should be aligned with the current content standards. Education Code Section 60530 allows districts to sell obsolete instructional materials for recycling into paper pulp. This Agenda request supports District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The current value of obsolete materials is difficult to assess, but there is no market to purchase these materials. There is no cost to the District to discard these materials.

**RECOMMENDATION:** Approve the Discard of Obsolete Instructional Media Center Materials.

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



**TRACY**  
UNIFIED SCHOOL DISTRICT

# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** February 22, 2019  
**SUBJECT:** Approve Student Teacher Placement Agreement with Western State Colorado University.

**BACKGROUND:** Tracy Unified School District currently employs teacher candidates through a number of colleges and universities. This has aided the District in increasing the number of candidates that are available for a variety of teaching positions within the district. A contract with the Regents of the University of California will expand options for meeting staffing needs. This agreement will be in effect on August 1, 2019 until May 26, 2020.

**RATIONALE:** By approving this agreement, the District will expand its pool of applicants for Teaching positions. This agenda item meets strategic goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

**FUNDING:** There is no cost to the District.

**RECOMMENDATION:** Approve Agreement with Western State Colorado University for Placement of Student Teachers.

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



MEMORANDUM OF UNDERSTANDING

BETWEEN

WESTERN STATE COLORADO UNIVERSITY

AND

TRACY UNIFIED SCHOOL DISTRICT

This Agreement is made and entered into by this 20 day of February 2019, by and between **WESTERN STATE COLORADO UNIVERSITY, Gunnison, Colorado** (hereinafter "University") and **TRACY UNIFIED SCHOOL DISTRICT** (hereinafter "District")

Purpose

The purpose of this Memorandum of Understanding (this "MOU") is to provide a cooperative arrangement for the placement of **student teachers**, with the District working with classroom teachers. The student will be working on a 24 hour/week, time basis, culminating with five weeks of full time work, in one semester.

In consideration of the promises and conditions contained herein, the District and the University do mutually agree as follows:

**I. The District has the responsibility to:**

- A. Provide a mentor teacher, staff, and facilities for the supervision of the University student participating in a clinical experience placement with the District. The student teaching or practica mentors will have had at least three years of successful experience in the roles in which the mentors will supervise, have appropriate State licensure, and provide mentor teacher experience with such licensure stipulations.
- B. Provide the student teacher with District policies, regulations, and procedures relative to the student experience.
- C. Reserve the right to interview and approve the student proposed for placement with the District, consistent with District and University policy of non-discrimination with regard to race, color, national origin, age, creed, sex, and disability.
- D. Announce the availability of in-service education programs and to encourage participation of student in these programs.
- E. Verify that the University's student participated in the number of hours required by the University.



- F. Provide an evaluation of the student's performance at the end of each semester of placement. Evaluation will be performed cooperatively with the superintendent (or his/her designee,) principal, cooperating teacher, and University supervisor.
- G. Have access to or acquire University information, including confidential candidate information on a need-to-know basis only. Therefore, the District and its representatives will not disclose this information except with prior written permission or specific exceptions set forth in the Family Educational Rights and Privacy Act, 34 CFR Part 99, nor use this information in any other capacity other than set forth in this agreement.

**I. The University has the responsibility to:**

- A. Assist the District in assessing the training needs of the student.
- B. Provide sufficient copies of the course outline, including general objectives, evaluative materials, and University handbooks for distribution to all cooperating teachers and principals hosting University student.
- C. Nominate student for placement with the District, consistent with District and University policy of non-discrimination with regard to race, color, national origin, age, creed, sex, and disability.
- D. Make the final determination regarding the student's success in any clinical experience.
- E. Provide pertinent personal and academic information to the student's mentor.
- F. Ensure University personnel and University student abide by the policies, regulations, and procedures currently or hereafter adopted by the District.
- G. Provide affiliation dates and number of students participating.
- H. Provide the District information concerning the results of University student's evaluations of their experiences with the District.
- I. Require all students to successfully complete a national fingerprint and background check and to verify the results to the District, prior to placement with the District. During the term of agreement, students of the University will have contact with public school children. Therefore, the University is prohibited from placing with the District any student who has plead guilty or has been convicted of any felony crime involving a child, including but not limited to, the physical neglect, injury, death, sexual abuse, or exploitation of a minor.



- J. Have access to or acquire District information, including confidential student information on a need-to-know basis only. Therefore, the University and its students will not disclose this information except with prior written permission or specific exceptions set forth in the Family Educational Rights and Privacy Act, 34 CFR Part 99, nor use this information in any other capacity other than set forth in this agreement.

**II. It Is Mutually Agreed That:**

- A. All requests for assignment of students to a position will be made by the University to the District's designee. The District's designee will determine the number of students that can be accommodated by the District as well as building and mentor teacher positions available, and may have to refuse the University's request if positions are not available.
- B. The District's designee will make assignments of students to District personnel. In no case will University students make arrangements directly with District and/or building personnel.
- C. In assigning students, each party recognizes that it may be desirable for student to work with more than one District cooperating teacher or mentor. The District, to the extent possible, will facilitate such arrangements.
- D. Each party shall inform the other of changes in supervision, coordination, and expectations regarding the student placement experience.
- E. Representatives of the University and District shall meet as needed to plan, evaluate, and modify the student program.
- F. Either the University or the District may discontinue the placement of a student following consultation between representatives of each institution.
- G. The candidates assigned to placements by the University are in attendance at the District solely to complete their University education programs.
- H. The District, its employees and agents, are acting in an independent capacity in the performance of this agreement and not as officers, employees, or agents of the University.
- I. There shall be no financial obligations between the District and the University except as provided below:
  - 1. \$ 500 honoraria and 30 clock hours certificate or 2 credits of 5xx level course credit, per semester, payment shall be made to the cooperating teachers, for 24 hours per week of student teaching mentoring, culminating with 5 weeks of full time student teaching in Spring; Honoraria may be divided proportionately among the designated cooperating teachers for each student teacher.



- J. Subject to the right of each party to raise a defense of sovereign or official immunity to claims brought by third parties, each party is responsible for claims arising from tortuous acts of its officers, agents, and employees acting within the scope of their duties as it relates to performance of this agreement. Student teachers are not officers, agents or employees of either party. As such, neither party accepts liability for acts, omissions, and conducts of student teachers and do not provide accident, liability, or worker's compensation insurance.
- K. District and University shall comply with all applicable laws, ordinances, codes, and statues of any and all local, state, or national governing bodies included within this section. District and university shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract. Also, all funds, services, materials, property, etc. inclusive in this Contract shall not be used in the performance of any partisan political activity to further the election or defeat of any candidate for public office.
- L. Termination of Contract: This contract may be terminated when it is in the best interest of the District within 30 days' notice. Contracts cancelled by the vendor because of non-performance may result in exclusion from participating on any other similar contracts offered by any public school in District area. Contracts cancelled because of non-performance will be excluded from future business with the District for the full term of the contract plus one year.
- M. This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by all parties. Such a waiver, consent, modification or change if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding the agreement. Both parties, by their signatures below of their authorized representatives, hereby acknowledge that they have read this agreement, understand it, and agree to be bound by its terms and conditions.
- N. The term of this agreement shall be from August 1, 2019- May 26, 2020. Subsequent agreements may be entered into by the mutual written agreement of the parties. This agreement may be terminated at any time by the mutual written agreement of the parties. Either party may terminate this agreement upon thirty (30) days advance written notice to the other party. Such notice shall be deemed given when placed in the U.S. mail, registered or certified, return receipt requested, or delivered in person to the other party's representative.



**WESTERN STATE**  
**COLORADO UNIVERSITY**  
EDUCATION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year indicated below.

**DISTRICT:**  
Tracy Unified School District  
1875 W. Lowell Av.  
Tracy, CA 95376

**UNIVERSITY:**  
Western State Colorado University  
1 Western Way  
Gunnison, CO 81231

**BY:** \_\_\_\_\_  
Title:

**BY:** Business Services, Manager  
Title:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date