

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

**DATE: TUESDAY, MARCH 26, 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.  |                |
|           | <b>3.1 Administrative &amp; Business Services:</b> None.  |                |
|           | <b>3.2 Educational Services:</b>  |                |
|           | <b>3.2.1</b> Finding of Fact #18-19/#43, #18-19/#60, #18-19/#61   |                |
|           | <b>3.3 Human Resources:</b>   |                |
|           | <b>3.3.1</b> Consider Leave of Absence Requests for Certificated Employees #UC-1133, #UC-1134, #UC-1135, #UC-1136, #UC-1137, #UC-1138, #UC-1139, #UC-1140, #UC-1141, #UC-1142, #UC-1143, #UC-1144, #UC-1145, #UC-1146, #UC-1147, #UC-1148, #UC-1149, #UC-1150, #UC-1151, #UC-1152, #UC-1153, #UC-1154, #UC-1155, #UC-1156<br>Pursuant to Article XX<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___ |                |
|           | <b>3.3.2</b> Approve Resignation Agreement and Release of All Claims #UC 1157<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___   |                |
|           | <b>3.3.3</b> Consider Public Employee/Employment/Discipline/Dismissal/Release<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___   |                |
|           | <b>3.3.4</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/#43, #18-19/#60, #18-19/#61

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

**6b** Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees #UC-1133, #UC-1134, #UC-1135, #UC-1136, #UC-1137, #UC-1138, #UC-1139, #UC-1140, #UC-1141, #UC-1142, #UC-1143, #UC-1144, #UC-1145, #UC-1146, #UC-1147, #UC-1148, #UC-1149, #UC-1150, #UC-1151, #UC-1152, #UC-1153, #UC-1154, #UC-1155, #UC-1156 Pursuant to Article XX

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

**6c** Report Out of Action Taken on Approve Resignation Agreement and Release of All Claims #UC 1157

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

**7. Approve Regular Minutes of March 12, 2019.**

**1-5**

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

**8 Student Representative Reports: Kimball High:** Gabriel Coronado; **West High:** Briana Mendez, Alexis Villela; **Tracy High:** Alyssa Barba; **Kelly School:** Raneem Abed, Julia Cordero, Nathan Hernandez, Alina Mahiddin, Chris Obiajulu; **Freiler School:** Peyton DeCoite, Jazzy Ayo, Bridgette Estrada, Savion Thompson, Emily Green, Presley Chavarria

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

**9.1** Recognize the Outstanding Employees of the Winter Term for the 2018-2019 School Year **6**

**9.2** Duncan Russell Continuation High School/Willow Community Day School Presentation

**9.3** Stein Continuation High School Presentation

**9.4** Tracy Adult School Presentation

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

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

**10.2 Educational Services:**

**10.2.1** Receive Report from West High School Staff Who Attended a Professional Learning Communities (PLC) at Work Staff Development Training out of State in February 2019

**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> | Approve Accounts Payable Warrants (February, 2019)<br>(Separate Cover Item)  | <b>7</b>     |
| <b>13.1.2</b> | Ratify Routine Agreements, Expenditures and Notice of Completions<br>Which Meet the Criteria for Placement on the Consent Agenda   | <b>8-9</b>   |
| <b>13.1.3</b> | Accept the Generous Donations From the Various Individuals,<br>Businesses, and School Site Parent Teacher Associations Listed Herein<br>With Thanks and Appreciation From the Staff and Students of the<br>Tracy Unified School District | <b>10</b>    |
| <b>13.1.4</b> | Approve Payroll Reports (February, 2019)   | <b>11-15</b> |
| <b>13.1.5</b> | Approve Revolving Cash Fund Report (February, 2019)  | <b>16-17</b> |

**13.2 Educational Services:**

- |               |   |              |
|---------------|---|--------------|
| <b>13.2.1</b> | Approve Agreement for Special Contract Services with Houghton<br>Mifflin Harcourt: International Center for Leadership in Education<br>(ICLE) to Provide Rigorous Curriculum Design training for the<br>development of Science, Technology, Engineering, and Math (STEM)<br>and English Language Arts (ELA) Integrated Units of Study for 2019-<br>2020 School Year | <b>18-33</b> |
| <b>13.2.2</b> | Approve Out of State Travel for Debbie Johnson to Attend the CTE<br>Summer Conference in Saratoga Springs, Utah on June 12-13, 2019   | <b>34</b>    |
| <b>13.2.3</b> | Approve Overnight Travel for West High Cross Country Team High<br>Altitude Training in Arnold, California, July 5 – 9, 2019   | <b>35</b>    |
| <b>13.2.4</b> | Approve Agreement for Special Contract Services for Matthew Soeth,<br>Motivational Speaker during Testing on April 2, 2019 at West High<br>School   | <b>36-41</b> |

**13.3 Human Resources:**

- |               |  |              |
|---------------|--|--------------|
| <b>13.3.1</b> | Accept Resignations/Retirements/Leave of Absence for Classified,<br>Certificated, and/or Management Employment | <b>42-43</b> |
| <b>13.3.2</b> | Approve Classified, Certificated, and/or Management Employment   | <b>44-46</b> |
| <b>13.3.3</b> | Approve the Classified and Certificated Calendars listings for the<br>2019-20 School Year                      | <b>47-49</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** Approve School Site Safety Plans for the 2019-20 School Year **50**  
(Separate Cover Item)

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

- 14.1.2** Adopt Board Policies to Be Compliant with CSBA Guidelines (First **51-68**  
Reading)

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

- 14.1.3** Authorize the Superintendent or his Designee to Enter into a Contract **69**  
as Soon as Division of State Architect Approval is Received on the  
West High School Stadium Athletic Field Replacement Project

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

**14.2 Educational Services:**

- 14.2.1** Approve Adoption of Instructional Materials for Advanced Animal **70**  
Science

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

**14.3 Human Resources:**

- 14.3.1** Approve Tentative Agreements with the Tracy Educators Association **71**  
(Separate Cover Item)

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

- 14.3.2** Approve New TSMA Salary Agreement (Separate Cover Items) **72**

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

- 14.3.3** Approve Early Childhood Fieldwork Agreement With Brandman **73-77**  
University For Site Employees

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

- 14.3.4** Approve Early Childhood Fieldwork Agreement With Brandman **78-82**  
University For Student Volunteers

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

- 14.3.5** Approve Fieldwork Agreement With Brandman University **83-91**

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

- 14.3.6** Approve Revised Job Description for Professional Learning **92-97**  
Curriculum Specialist, Teacher on Special Assignment

**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 | May 25, 2019        | Graduation: Tracy, West, Kimball |

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

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

- 6:15 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/#55, #18-19/#56, #18-19/#57, #18-19/#58, #18-19/#59  
**Action:** Alexander, Costa. **Vote:** Yes-7; No-0.  
6b Report Out of Action Taken on Application for Reinstatement #18-19/#16  
**Action:** **Vote:** Yes-7; No-0.  
6c Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 321, Pursuant to Article XXIII  
**Action:** Approved. **Vote:** Yes-7; No-0.  
6d Report Out of Action Taken on Release Probationary Classified Employees #UCL-322 School Supervision Assistant  
**Action:** Pulled. **Vote:** None.  
6e Report Out of Action Taken on Release Probationary Classified Employees #UCL-323 Utility Person III  
**Action:** Release. **Vote:** Yes-7; No-0.
- Minutes:** 7. **Approve Regular Minutes of February 26, 2019.**  
**Action:** Souza, Pekari. **Vote:** Yes-7; No-0.
- Employees Present:** A Gossett, C. Nasello, R. Soto, J. Lopez, R. Call, L. Nelson, T. Calderon, J. Nott, J. Stocking, M. Baumann, R. Pecot, K. Felisberto, V. Headley, J. Ormonde, C. Johnston, L. Flores, C. Munger, J. Yasemsky, J. Torres, R. Riddle, D. Schneider
- Press:** None.
- Visitors Present:** S. Souza, A. Ferrell, G. Minton, P. Souza, A. Santiago, R. Leighton, C. Petersen, J. Arias
- Student Rep Reports:** 8. **Student Representative Reports:**  
**Tracy High FFA:** Sarafina Souza is representing FFA tonight. On January 5<sup>th</sup>

students attended the *Made for Excellence* conference. It focused on student development and the ability to be successful. Two students attended the *Advanced Leadership Academy* and four earned state FFA degree. The annual FFA foundation crab feed on was held on February 2<sup>nd</sup> and they had a great turnout. They had silent and live auction and 30 students helped setup and serve meals. The funds help send students to many conferences and fields trips. The Ag Expo was on February 13<sup>th</sup>. Many ladies attended and listened to female speakers. FFA Week was February 19-23<sup>rd</sup>. They hosted a teacher appreciation breakfast and held a regional meeting where they voted for new officers. There will be 3 teams competing at field days this spring. The first one was held at UC Davis on February 2<sup>nd</sup>.

**West High FFA:** Renae Leighton, Catherine Petersen, and Jocelyn Arias spoke about the veterinarian science development team and described the contest including type of equipment, drug prescription, correct label and knowledge of breed. It is a great learning experience. They also learn about parasite identification and are tested on how to convert measurements and pounds. Students compete at UC Davis and Chico State. Their scores improved by 200 points. Three more FFA field days are scheduled in Modesto, Gridley and Fresno. The Ag Pest Team placed first at Chico. They presented the banner that they received. Other team members placed high as well. They invited everyone to their banquet on May 10<sup>th</sup> at 6:00 pm in the cafeteria.

**Recognition & Presentations:**

**9.1 Southwest Park Elementary School Presentation**

Principal, Ramona Soto, and Assistant Principal, Juan Lopez, presented a power point along with teachers Denise Sanchez, Alejandra Ledesma and Lorena Sanchez. Southwest Park provides 3 programs: Bilingual, GATE and Conventional. All 3 programs work collaboratively together. They showed a videotape of students working in classrooms. A graph was presented that demonstrated instruction in Spanish and English for the bilingual program. They start in TK with only 20% in English instruction and by 3<sup>rd</sup> grade the goal is 50/50. By 5<sup>th</sup> grade it is 20% in Spanish and 80% in English. They designate students by their proficiency level to guide instruction and teach ELD 4 days a week. GATE students receive Spanish as an enrichment. Science and enrichment rotations integrate in all 3 programs and they teach STEM using the NGSS Standards. They are proud to have been using the NGSS Standards for the past 6 years. Pictures and videos of student life at Southwest Park were shown. They want to make sure staff is equipped with resources to provide for students. They are working in PLC's, trainings and team building opportunities are provided to the teachers. Second Step addresses the social emotional needs of students. They are also 1 of 4 schools in the district that are implementing Responsibility Centered Discipline. They were trained and have release time to work with coaches and train. Also reviewing school plan and considering getting this training to their parents because it is important that parents give support from home. They invited Dr. Ambee to come and speak. She is a great speaker and resource for families. The Board is invited to visit Southwest Park and see them in action.

**Information & Discussion Items:**

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

**10.2 Educational Services:**

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

Director of Instruction Media Center, Dr. Debra Schneider, presented a power point. She reviewed the process of analyzing the course and needs. The committee presents their selection to the curriculum council and they make a recommendation to the board. Advanced Animal Science is a new course. Teachers, Alan Grace Minton and Abigail Ferrell are here to speak about it. They evaluated 2 books and recommended Modern Livestock and Poultry Production. The next steps is to bring this for board for approval at the March 26<sup>th</sup> meeting. IMC will submit purchase requisitions and will process materials for teacher check out in the late Spring of 2019 and students will receive their text in the Fall of 2019.

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

This item was pulled from the agenda.

**10.2.3** Receive Report from Freiler School on Kagan Cooperative Learning Conference in February 2019 Out of State

Assistant principal, Catey Nasello, and teacher, Joanna Torres presented a power point. At Kagan they talked about 3 different types of teaching: traditional, group work and cooperative learning. They give teachers explicit tools to get students to interact in a specific way. Several staff have been trained to date. Teachers implemented what they learned on the first days back from conference.

**Hearing of Delegations**

**11.** Lu Lu Flores reported that her desk area has not been vacuumed. She works at Williams Middle School and they used to have a permanent person at their site. She doesn't think the crew has time to really clean. She also wants more counselors.

Renee Riddle is representing CSEA and thanked the board members and members are looking forward to their raises. She believes that a classified member was let go with hundreds of hours of sick time on the books. She also commented on the West High security issue and doesn't understand why they are asked to leave campus and go to the park to respond to an issue. She doesn't think that is right and feels the district is violating the Ed Code.

**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:** Except item 13.3.5. Costa, Souza. **Vote:** Yes-7; No-0.

**Action:** On item 13.3.5. Souza, Alexander. **Vote:** Yes-7; No-0.

**13.1** **Administrative & Business Services:**

**13.1.1** 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

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

**13.1.3** Approve Entertainment, Assembly, Service, Business and Food Vendors

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

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

**13.2 Educational Services:**

**13.2.1** Approve 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

**13.2.2** 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

**13.2.3** Approve the District Summer School Programs for 2019

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

**13.2.5** 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

**13.3 Human Resources:**

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

**13.3.2** Approve Classified, Certificated, and/or Management Employment

**13.3.3** Approve the Amended Instructional Calendars for the 2019-20 & 2020-21 School Years

**13.3.4** Approve the Instructional Calendar for the 2021-22 School Year

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

**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)

Associate Superintendent of Business Services, Dr. Casey Goodall reviewed the 2 findings and the plan to reconcile the issues.

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

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

Associate Superintendent of Business Services, Dr. Casey Goodall,

showed a power point showing that we will meeting our financial obligations for the current year and next 2 fiscal years and that the board has approved the assumptions.

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

**14.2 Educational Services:**

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

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

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

**Action:** Souza, Alexander. **Vote:** Yes-7; No-0.

**14.3 Human Resources:**

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

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

**Board Reports:**

**15.** Trustee Silcox attended the district music festival and thought it was fantastic. Trustee Souza is glad the Lisa Project was approved and will be here in June. It is good to address these difficult issues. Trustee Kaur appreciated the presenters and how the students at Southwest Park are so engaged in their learning. Trustee Alexander commented on last month's door decorating contest for TAAA during Black History Month. They were very creative and he was one of the judges. He was also appointed to the Measure V oversight committee for City of Tracy. Trustee Costa passed. Trustee Pekari thanked everyone for their presentations. It's nice to see the science that goes behind various programs and how STEM is tied into almost everything. He participated in Tracy Reads and it was a great experience. There are 120 pieces in the District Art Show and the Music Festival was held at West High and it was incredible. Kimball been going through their WASC accreditation and he enjoyed Sunday night's reception. Trustee Abercrombie also attended the music festival and thought it was well done. There was a teacher/student forum at Tracy High. Dr. Harrison attended and it and it was well received by all. They want to hold these on a quarterly basis. Students appreciated that some of the teachers implemented some of their suggestions.

**Superintendent Report:**

**16.** Dr. Stephens commented that the district art show is displayed in the lobby and halls. He thanked Brian Pekari for joining the event. The music was amazing and is always a favorite event of his. The WASC review is going on for Kimball High and he met with their visiting team today. Things seem to be going well and looking forward to their report tomorrow. Tomorrow night will be the Festival of Cultures. It will be held at the Grand Theatre at 6:30 and it is free of charge.

**Adjourn 9:06 pm**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** March 18, 2019  
**SUBJECT:** Recognize the Outstanding Employees of the Winter Term for the 2018-2019 School Year

**BACKGROUND:** Three times each school year, nominations for outstanding employees are solicited from staff. A selection committee composed of two administrators; one classified/confidential representative, two certificated representatives and one classified representative review the nominations and make the selections.

**RATIONALE:** The employees who are selected are recognized by the School Board and are recognized at their school sites in various ways. At the end of the year, the nominations of the three employees who have received recognition as Outstanding Employees of the Term in each category are reviewed, and one employee in each category is selected as Outstanding Employee of the Year.

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

**FUNDING:** N/A

**RECOMMENDATION:** Recognize Sarah Rockey (9-12), Arghya Chakraverty (6-8) and Miyoko Masuda (K-5) as Outstanding Certificated Employees; Dyan Brown (9-12) and Michelle Daniel (6-8) and Rose Lorraine Aranga (K-5) as Outstanding Classified Employees and Audrey Jenkins-Harrison as the Outstanding Management Employee for the Spring Term of the 2017-2018 school year.

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



# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**DATE:** March 8, 2019  
**SUBJECT:** Approve Accounts Payable Warrants (February, 2019)

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

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

**FUNDING:** N/A

**RECOMMENDATION:** Approve Accounts Payable Warrants (February, 2019).

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** March 15, 2019  
**SUBJECT:** **Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

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

**RECOMMENDATION:** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda.

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

**BUSINESS SERVICES**  
**FACILITIES DEVELOPMENT DEPARTMENT**  
**March 26, 2019**  
**SUMMARY OF SERVICES**

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A. Vendor: RGM & Associates  
Site: Jacobson and Poet-Christian Schools  
Item: Exhibit E Amendment to Agreement  
Services: Construction management to assist with the planning, design, bidding, construction management and project close out for the interior wall finish replacement at Jacobson Elementary School and Poet-Christian School.  
Cost: \$8,120.00 Not to Exceed  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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B. Vendor: Division of State Architect  
Site: West High School  
Item: Plan Check Fee - Ratify  
Services: Review and approve plans for the construction of the West High School Stadium Athletic Field Replacement project.  
Cost: \$3,275.00  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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C. Vendor: Creative Window Interiors, Inc.  
Site: Various K-5 School Sites – Horizontal & Vertical Blinds  
Item: Notice of Completion  
Services: Contractor furnished and installed window coverings at various locations throughout the kindergarten through fifth grade school sites.  
Cost: \$34,780.00 Change Orders: \$0 Final Contract: \$34,780.00  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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D. Vendor: Rainforth Grau Architects  
Site: Tracy High School – New Parking Lot  
Item: Amendment #1 to Contract  
Services: Additional services; topographic survey after demolition of the site is complete.  
Cost: \$7,500.00  
Project Funding: State School Facilities Funds-Project Savings from Various Projects

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** March 4, 2018  
**SUBJECT:** **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District**

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

Freiler Elementary School:

1. Tracy Unified School District/Freiler Elementary School: From New York Life Foundation for the amount of \$500.00 (ck. #213). This donation was awarded through the Grief-Sensitive Schools Initiative grant from the New Your Life Foundation. It will be used to support Freiler School's goal to strive to become a Grief-Sensitive School.

**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

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** March 8, 2019  
**SUBJECT:** Approve Payroll Reports (February, 2019)

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

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

**FUNDING:** N/A

**RECOMMENDATION:** Approve Payroll Report (February, 2019).

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



Pay Date 02/08/2019

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	177,525.59	Teachers' Salaries
		1200	254.66	Cert Pupil Support Salaries
		1900	2,424.72	Other Certificated Salaries
		2100	17,900.75	Instructional Aides' Salaries
		2200	63,644.65	Classified Support Salaries
		2400	10,186.51	Clerical & Office Salaries
		2900	5,466.01	Other Classified Salaries
		<b>Total Labor</b>	<b>277,402.89</b>	
Fund	01	SACS Object	Amount	
		3101	19,345.22	STRS On 1000 Salaries
		3201	141.50	PERS On 1000 Salaries
		3202	4,601.90	PERS On 2000 Salaries
		3301	3,178.36	
		3302	5,842.92	
		3501	90.04	State Unemploy On 1000 Salary
		3502	48.60	State Unemploy On 2000 Salary
		3601	3,411.20	Worker'S Comp Ins On 1000 Sal
		3602	1,839.72	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>38,499.46</b>	
Fund	11	SACS Object	Amount	
		1100	3,754.72	Teachers' Salaries
		1200	439.86	Cert Pupil Support Salaries
		2100	413.08	Instructional Aides' Salaries
		2400	1,449.67	Clerical & Office Salaries
		<b>Total Labor</b>	<b>6,057.33</b>	
Fund	11	SACS Object	Amount	
		3101	488.31	STRS On 1000 Salaries
		3202	97.36	PERS On 2000 Salaries
		3301	58.12	
		3302	142.50	
		3501	2.09	State Unemploy On 1000 Salary
		3502	0.93	State Unemploy On 2000 Salary
		3601	79.41	Worker'S Comp Ins On 1000 Sal
		3602	35.26	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>903.98</b>	

Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	2100	2,916.49	Instructional Aides' Salaries
	2900	42.13	Other Classified Salaries
	<b>Total Labor</b>	<b>2,958.62</b>	
Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	3102	39.94	STRS On 2000 Salaries
	3202	111.57	PERS On 2000 Salaries
	3302	142.37	
	3502	1.46	State Unemploy On 2000 Salary
	3602	56.03	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>351.37</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	2200	11,973.76	Classified Support Salaries
	<b>Total Labor</b>	<b>11,973.76</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	3202	423.36	PERS On 2000 Salaries
	3302	587.85	
	3502	6.01	State Unemploy On 2000 Salary
	3602	226.63	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>1,243.85</b>	

ESCAPE ONLINE

Pay Date 02/28/2019

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	4,849,605.55	Teachers' Salaries
		1200	291,006.85	Cert Pupil Support Salaries
		1300	553,621.23	Cert Suprvrs' & Admins' Sal
		1900	108,405.69	Other Certificated Salaries
		2100	411,204.05	Instructional Aides' Salaries
		2200	716,566.74	Classified Support Salaries
		2300	171,626.06	Class Suprvrs' & Admins' Sal
		2400	418,912.87	Clerical & Office Salaries
		2900	42,317.84	Other Classified Salaries
		<b>Total Labor</b>	<b>7,563,266.88</b>	
Fund	01	SACS Object	Amount	
		3101	915,507.49	STRS On 1000 Salaries
		3102	4,359.77	STRS On 2000 Salaries
		3201	31,910.57	PERS On 1000 Salaries
		3202	302,074.95	PERS On 2000 Salaries
		3301	86,085.20	
		3302	123,611.76	
		3401	639,274.19	
		3402	237,861.17	
		3501	2,900.88	State Unemploy On 1000 Salary
		3502	879.35	State Unemploy On 2000 Salary
		3601	109,832.27	Worker'S Comp Ins On 1000 Sal
		3602	33,325.36	Worker'S Comp Ins On 2000 Sal
		3701	67,421.28	
		3702	33,631.37	
		<b>Total Contributions</b>	<b>2,588,675.61</b>	
Fund	11	SACS Object	Amount	
		1100	8,909.10	Teachers' Salaries
		1300	10,368.94	Cert Suprvrs' & Admins' Sal
		2100	4,448.69	Instructional Aides' Salaries
		2400	11,019.47	Clerical & Office Salaries
		<b>Total Labor</b>	<b>34,746.20</b>	
Fund	11	SACS Object	Amount	
		3101	3,138.46	STRS On 1000 Salaries
		3202	2,793.84	PERS On 2000 Salaries
		3301	251.01	
		3302	1,098.98	
		3401	1,513.13	
		3402	2,494.51	
		3501	9.62	State Unemploy On 1000 Salary
		3502	7.74	State Unemploy On 2000 Salary
		3601	364.89	Worker'S Comp Ins On 1000 Sal
		3602	292.77	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>11,964.95</b>	

Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	1300	816.55	Cert Suprvsrs' & Admins' Sal
	2100	8,664.55	Instructional Aides' Salaries
	2400	3,517.34	Clerical & Office Salaries
	<b>Total Labor</b>	<b>12,998.44</b>	

Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	3101	132.93	STRS On 1000 Salaries
	3102	373.29	STRS On 2000 Salaries
	3202	1,515.76	PERS On 2000 Salaries
	3301	10.93	
	3302	736.35	
	3401	78.44	
	3402	1,169.91	
	3501	0.41	State Unemploy On 1000 Salary
	3502	6.11	State Unemploy On 2000 Salary
	3601	15.46	Worker'S Comp Ins On 1000 Sal
	3602	230.58	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>4,270.17</b>	

Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	2200	114,571.71	Classified Support Salaries
	2300	34,112.79	Class Suprvsrs' & Admins' Sal
	2400	11,565.37	Clerical & Office Salaries
	<b>Total Labor</b>	<b>160,249.87</b>	

Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	3202	24,691.99	PERS On 2000 Salaries
	3302	11,098.77	
	3402	14,424.56	
	3502	80.11	State Unemploy On 2000 Salary
	3602	3,033.23	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>53,328.66</b>	

ESCAPE ONLINE



# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**DATE:** March 8, 2019  
**SUBJECT:** Approve Revolving Cash Fund Report (February, 2019)

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

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

**FUNDING:** N/A

**RECOMMENDATION:** Approve Revolving Cash Fund Report (February, 2019).

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

03/04/19

**TUSD**  
**REVOLVING CASH FUND**  
**February 2019**

Date	Num	Name	Memo	Paid Amount
02/05/2019	9526	DEPARTMENT OF MOTOR VEHIC...	PO19-00041 DMV FEES	
			01-0723-0-1110-3600-5800-840-9702	-31.20
			01-0724-0-5750-3600-5800-840-9702	-46.80
TOTAL				-78.00
02/05/2019	9527	DEPARTMENT OF MOTOR VEHIC...	PO19-00041 DMV FEES	
			01-0723-0-1110-3600-5800-840-9702	-31.20
			01-0724-0-5750-3600-5800-840-9702	-46.80
TOTAL				-78.00
02/05/2019	9528	AERIES SOFTWARE	CONFERENCE 3/4-5/2019 JILL CARTER	
			01-0000-0-1110-2100-5200-810-2001	-625.00
TOTAL				-625.00
02/05/2019	9529	AERIES SOFTWARE	CONFERENCE 3/4-5/2019 TANIA SALINAS	
			01-0000-0-1110-2100-5200-810-2001	-625.00
TOTAL				-625.00
02/05/2019	9530	AERIES SOFTWARE	CONFERENCE 3/4-5/2019 LISA BRYANT	
			01-0000-0-1110-2100-5200-810-2001	-625.00
TOTAL				-625.00
02/13/2019	9531	CHRISTINA COLON	CSEA Grievance Settlement	
			01-0000-0-1110-2490-2900-400-8999	-554.92
TOTAL				-554.92
02/13/2019	9532	LOLA BANALES	CSEA Grievance Settlement	
			01-0000-0-1110-2490-2900-400-8999	-446.49
TOTAL				-446.49
02/26/2019	9533	PARTNERS FOR LEARNING	Conference 3/1/19 KHS Theall; Silva	
			01-0000-0-1110-2700-5200-670-5802	-398.00
TOTAL				-398.00



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** March 26, 2019  
**SUBJECT:** **Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt: International Center for Leadership in Education (ICLE) to Provide Rigorous Curriculum Design training for the development of Science, Technology, Engineering, and Math (STEM) and English Language Arts (ELA) Integrated Units of Study for 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 through integrated STEM units of study. 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 partnered with the District to provide professional learning beginning in 2014. This contract will continue building the knowledge and skills educators need to improve student academic performance, specifically, in the area of STEM and ELA integration for all students. This contract will support the work of the Education Innovation and Research (EIR) grant that Tracy Unified accepted from the Department of Education. Through this grant, Tracy unified is committed to designing and implementing a STEM focused core curriculum to serve all students. This partnership with ICLE will support the work of the PK-5<sup>th</sup> grade Standards and Curriculum Design teams of teachers as they design units of study following the Rigorous Curriculum Design Process (RCD) to integrate the English Language Arts, Next Generation Science Standards (NGSS), as well as computer science and engineering practices into integrated units of study. The Rigorous Curriculum Design process skillfully creates an overall framework that brings the District together in a united focus on improving teacher actions to increase student achievement. The 9 days of training includes the following components: full-day on site coaching sessions focused on the development of the integrated design process as well as design days for the Standards and Curriculum Design teacher teams that are written into the EIR grant.

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

**FUNDING:** The total cost for the staff development training is \$30,618.00 and will be paid by the US Education EIR Award# 441C180223.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt: International Center for Leadership in Education (ICLE) to Provide Rigorous Curriculum Design training for the development of Science, Technology, Engineering, and Math (STEM) and English Language Arts (ELA) Integrated Units of Study for 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 Rigorous Curriculum Design training for the development of Science, Technology, Engineering, and Math (STEM) and English Language Arts (ELA) Integrated Units of Study for 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 9 ( ) [ ] **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 \$ 30,618.00 per [ ] **HOURLY** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of \$ 30,618.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] **SHALL** [X] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [ ] **MONTHLY PROGRESS BASIS** [X] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on March 27, 2019, and shall terminate on June 1, 2020.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED.** 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 17:59:04 -05'00'

Contractor Signature	Title
04-1456030	
IRS Identification Number	
Director, Bids and Contracts	
Title	
Houghton Mifflin Harcourt Publishing Co	
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

# Rigorous Curriculum Design: STEM

## Proposed Comprehensive Scope of Work for Tracy Unified School District

### How ICLE Can Help

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

Schools are actively engaged in building the knowledge and skills of their educators to improve student performance. Leaders and teachers must balance the design of their curricula to prepare students to successfully pursue whatever life pathways they choose *and* to succeed on state, provincial, and national tests without sacrificing rich, worthwhile learning. To accomplish this they need a comprehensive, yet doable approach to curriculum design—one that any school system can use to create rigorous curricular units of study for every grade and content area.

**Rigorous Curriculum Design** (RCD) is a proven model for designing a cohesive and comprehensive curriculum that intentionally connects standards, instruction, and assessment. The design process is a tiered, intensive, collaborative approach to adjusting instruction in an overall planning framework. It is straightforward, sequential, and explicit.

The collaborative design process can bring a school district together in its focus to improve the adult actions that directly affect student achievement while cultivating “in-house” ownership of the curricula.

We propose that the skilled practitioners at The International Center for Leadership in Education - experienced former teachers and administrators - bring the ***Rigorous Curriculum Design*** training to your educators. When standards-aligned, collaborative curriculum design is a component of a school improvement plan, improved student performance becomes both achievable and sustainable.

The ***Rigorous Curriculum Design*** training allows your educators to experience the value and power of a collaborative planning environment that is focused on a careful, multi-year process, carried out in incremental steps. Instruction and assessment practices will function as part of an intentionally aligned curriculum design system. Once embedded in your school culture, the Rigorous Curriculum Design process will nurture the professional growth of everyone involved.

## **RIGOROUS CURRICULUM DESIGN – STEM**

### **➤ The Rigorous Curriculum Design Process**

The Rigorous Curriculum Design model incorporates several integrated professional practices that are necessary in order to create rigorous curricular units of study for every grade and course in a targeted content area. These practices consist of: prioritizing standards, “unwrapping” the standards, preparing pacing calendars, writing common formative assessments and scoring guides, effective teaching strategies, designing authentic performance tasks, understanding how to apply different categories of instructional strategies, and implementing a unit of study in conjunction with the Data Teams process.

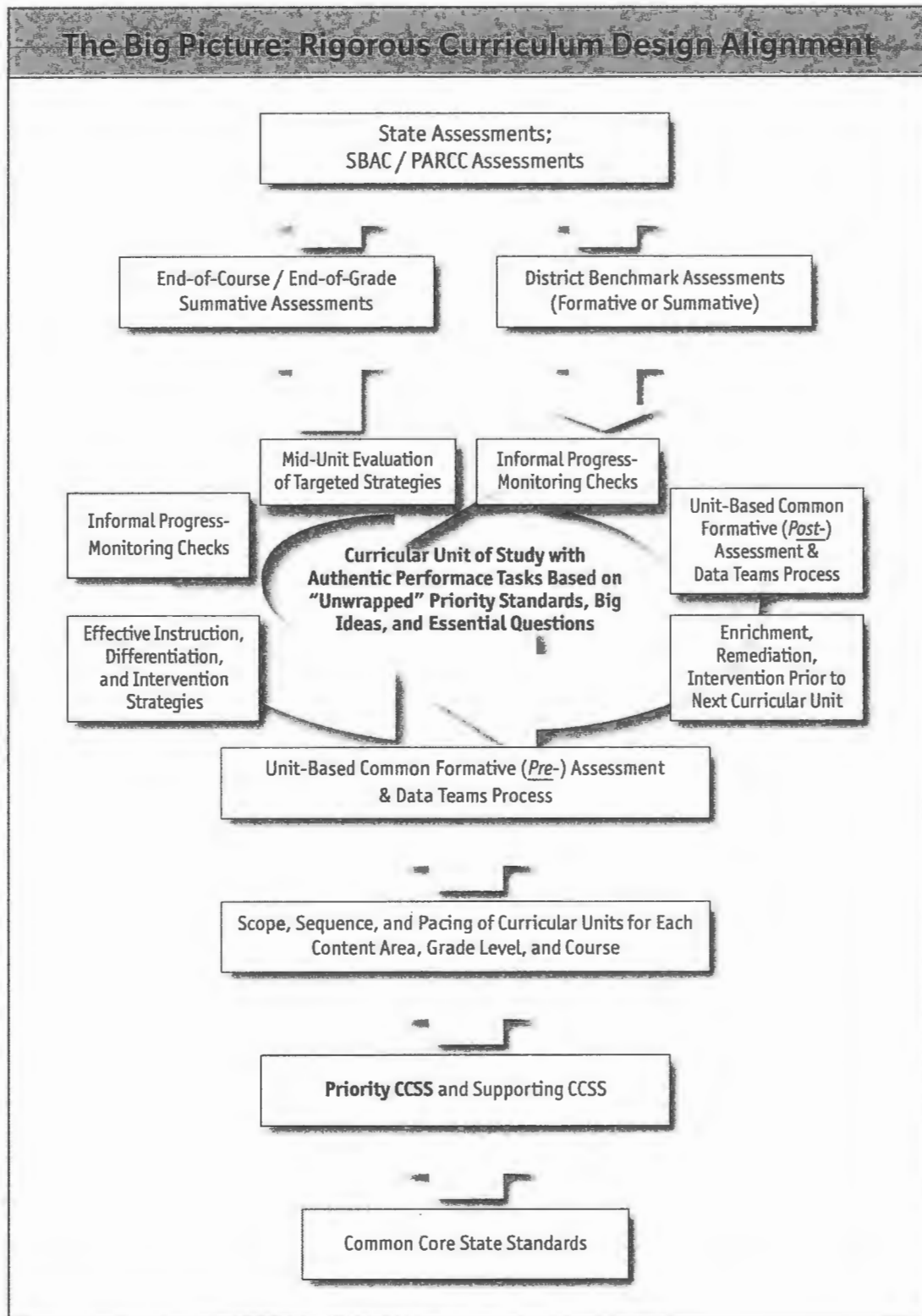
The training consists of four parts. Part One provides foundational knowledge and builds understanding about how the practices create a cohesive system to improve student learning in the classroom and corresponding performance on standardized tests. Parts Two and Three teach the specific steps that educators follow to create units of study that are aligned to standards. Part Four details how to implement each unit of study.

### **PART ONE: Seeing the Big Picture Connections First**

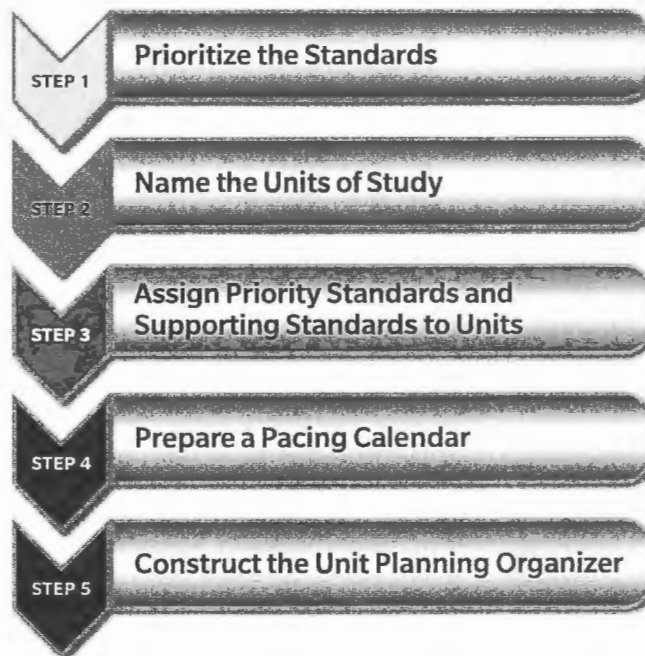
Before beginning the actual design of rigorous curricular units of study, it is important to understand how curriculum design fits perfectly into the “big picture” of standards, assessments, instruction, and data practices. These two-day seminars provide an orientation to the comprehensive Rigorous Curriculum Design process.

Working as part of your designated ELA and Math design teams, participants will learn about the step-by-step sequence for planning and then designing the actual curricular units of study, from start to finish.

## The Big Picture: Rigorous Curriculum Design Alignment



## PART TWO: Building the Foundation for Designing Curricular Units



Before “building” the curricular units of study, it is necessary to first build a strong foundation. Otherwise, curriculum design teams are erecting a superstructure upon an uncertain base. Here is a brief description of each of the five foundational steps:

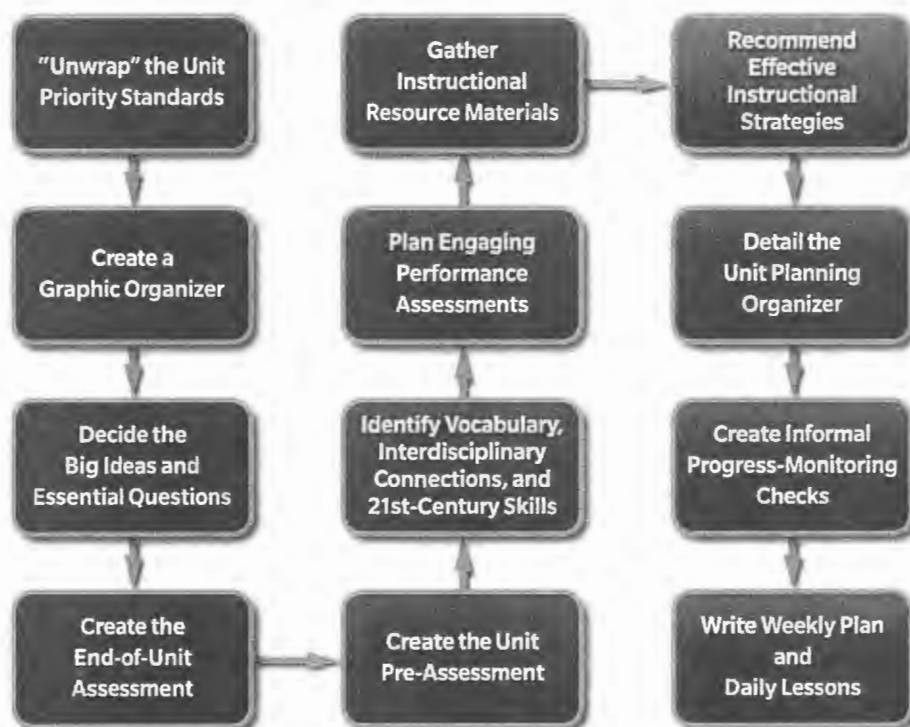
1. **Prioritize the Standards.** Prioritize and vertically align from grade-to-grade and course-to-course the academic content standards or learning outcomes (grade- or course-specific learning expectations) for selected content areas. These represent the “assured competencies” that students are to know and be able to do by the end of each academic school year so they are prepared to enter the *next* level of learning.
2. **Name the Units of Study.** Name all of the specific units of study for each grade level and course in those selected content areas. Through these units of study, implemented during the year or course, students will learn and be assessed upon their understanding and application of the particular standards or learning outcomes in focus.
3. **Assign the Standards—Priority and Supporting.** Assign Priority Standards *and* supporting standards to each unit of study, taking into account “learning progressions”—those building blocks of concepts and skills that students need to learn before they can learn other ones. Confirm that every Priority Standard is assigned to one or more units of study that will be scheduled for administration *up to* and *following* state or provincial exams.
4. **Prepare a Pacing Calendar.** Referring to the school district or school division master calendar, create a curriculum pacing calendar for implementing the units of study to ensure that all Priority Standards will be taught, assessed, retaught, and

reassessed throughout the school year—*prior to* state or provincial tests. Adjust the number of days or weeks designated for each unit of study so that all units can be completed during the months leading up to the high-stakes tests. Factor in a “buffer” week *between* units for the purpose of re-teaching and reassessing close-to-proficient students, intervening and reassessing far-from-proficient students, and enriching proficient and above students.

- a. *Extend* the pacing calendar to schedule the remaining units of study during the months following the state or provincial tests, if applicable. Again, adjust the length and/or duration of each unit of study so that it can be implemented before the end of the school year.
5. **Construct the Unit Planning Organizer.** Brainstorm a list of elements to include on the unit-planning organizer that will be used to create each unit of study. Draft a sample template that includes all of these elements. Revise the template as needed while designing the curricular units.



### PART THREE: Designing the Curricular Unit of Study - 12 Steps



With the standards foundation in place, teachers then design each curricular unit of study, from start to finish. A synopsis of each of the twelve sequential steps includes:

1. **“Unwrap” the Unit Priority Standards.** “Unwrap” the assigned Priority Standards for each specific unit of study to determine the specific, teachable concepts and skills (what students need to *know* and be able to *do*) within those standards.
2. **Create a Graphic Organizer.** Create a graphic organizer (outline, bulleted list, concept map, or chart) as a visual display of the “unwrapped” concepts and skills, organized into two parts: one that lists related concepts under headings and the other that lists each skill, related concept, and *approximate* level of Bloom’s Taxonomy. Matching each skill and related concept with a thinking skill level reveals the skill’s degree of *rigor*.
3. **Decide the Big Ideas and Essential Questions.** Decide the topical Big Ideas (foundational understandings, student “a-ha’s”) derived from the “unwrapped” concepts and skills for that unit of study. Write Essential Questions that will engage students to discover for themselves the related Big Ideas and state them in their own words by the end of the unit.
4. **Create the End-of-Unit Assessment.** Create the end-of-unit assessment (either individual classroom or common formative *post*-assessment) directly aligned to the “unwrapped” Priority Standards. Align the concepts, skills, and format of the end-of-

unit assessment with district or school division benchmark assessments (K–8) or midterms and finals/end-of-course exams (9–12).

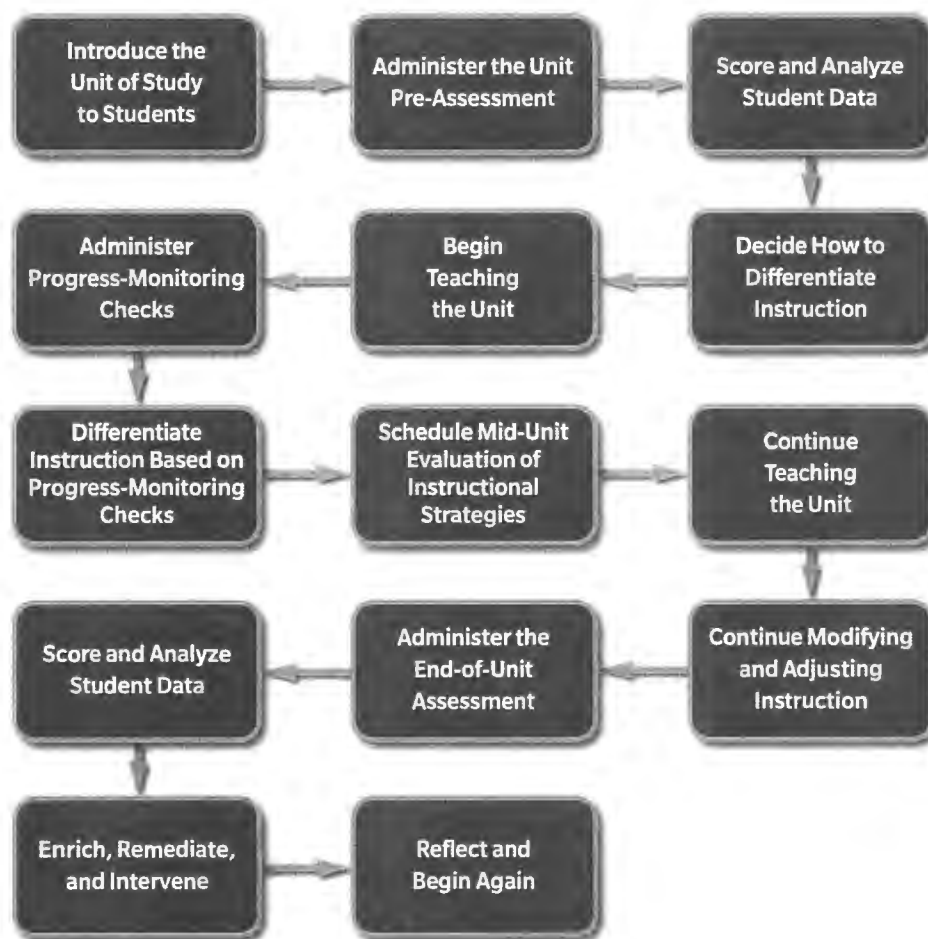
5. **Create the Unit Pre-Assessment.** Create the pre-assessment aligned or “mirrored” to the post-assessment. “Aligned” means the questions are directly matched to those on the post-assessment but may be fewer in number. “Mirrored” means the pre-assessment will include the exact number and type of questions that will appear on the post-assessment.
6. **Identify Additional Vocabulary Terms, Interdisciplinary Connections, and 21st-Century Learning Skills.** In addition to the vocabulary of the “unwrapped” Priority Standards concepts, identify other specific academic or technical vocabulary from the supporting standards and text materials that students will need to learn during the unit. Identify any interdisciplinary connections and 21<sup>st</sup> century learning skills to emphasize when planning engaging learning experiences and related instruction.
7. **Plan Engaging Learning Experiences.** Design meaningful learning activities directly based upon the “unwrapped” concepts and skills, additional vocabulary terms, interdisciplinary connections, and 21st-century learning skills. Plan engaging learning experiences—authentic performance tasks and/or culminating projects or performances with real-world applications—that challenge students to utilize deep thought, investigation, and communication. Create accompanying scoring guides (rubrics) as the means for obtaining objective evidence of student learning relative to the standards in focus. Confirm that the planned learning experiences will give students the conceptual and procedural understanding of the “unwrapped” concepts and skills represented on the end-of-unit post-assessment.
8. **Gather Instructional Resource Materials.** Gather print materials and seek out technology resources that support the planned learning experiences for the unit. Select the most appropriate instructional resources and materials available that will assist students in learning and applying the “unwrapped” concepts and skills and discovering the Big Ideas.
9. **Recommend Effective Instruction, Differentiation, Intervention, Special Education, and English Language Learner Strategies.** Select high-impact instructional strategies (research-based, differentiation, enrichment, intervention, special education, English Language Learner) to use during instruction and related learning activities with the whole class, with small groups, and with individual students that have specific learning needs.
10. **Detail the Unit Planning Organizer.** Determine what additional details are needed to supplement the generally worded information on the unit planning organizer. For example, an instructional pacing and sequence of the “unwrapped” concepts and skills based on “learning progressions” (the sequence of concepts and skills students need to know and be able to do as prerequisites for learning the next set of concepts and skills); a listing of specific instructional strategies for specific students based on their learning needs (advanced students, at-risk students, special education students, English Language Learners).



11. **Create Informal Progress-Monitoring Checks.** Find, design, or suggest quick checks for student understanding (exit slips, short-answer questions, thumbs up/down, etc.)—*aligned to the end-of-unit assessment and administered in conjunction with “learning progressions”*—for educators to use during the unit of study in order to gauge student understanding and adjust instruction accordingly.
12. **Write the Weekly Plan; Design the Daily Lessons.** Write the weekly lesson plan to implement the unit of study in weekly “installments,” using it to guide and focus instruction of the targeted “unwrapped” concepts and skills and engage students in the planned learning experiences and assessments. Design the daily lessons to align with the related weekly plan. Determine when to administer the informal progress monitoring checks to coincide with learning progressions.

#### PART FOUR: Implement the Unit of Study

When team members are ready to implement one of the completed curricular units of study in their own classroom, they refer to the pacing calendar for a content area of choice, select a corresponding unit for their grade or course, and refer to the unit-planning organizer.



The following sequence of steps for implementing each of unit of study further describes how educators will guide their students through the various learning experiences, related instruction, and unit assessments.

1. **Introduce the Unit of Study to Students.** Present the unit's Essential Questions to students and explain that they will be able to respond to these questions in their own words by the end of the unit. Preview for students the “unwrapped” concepts and other academic vocabulary terms they will be learning and applying.
2. **Administer the Unit Pre-Assessment.** Set the stage by first explaining to students the purpose of a pre-assessment (not for a grade, but to find out what they already know and don't know about the upcoming unit of study so that the teacher can plan instruction accordingly). Then administer the common formative pre-assessment (or individual classroom or program pre-assessment, if not part of a collaborative team).
3. **Score and Analyze Student Data.** Score and analyze student pre-assessments individually or with colleagues in grade-level or course-specific instructional Data Teams to diagnose student-learning needs.
4. **Decide How to Differentiate Instruction.** Referring to the unit details provided with the unit-planning organizer, decide how to differentiate instruction for specific students based on pre-assessment evidence—including the enrichment of any students who are already proficient prior to unit instruction.
5. **Begin Teaching the Unit.** Begin teaching the planned unit of study, flexibly grouping students according to their learning needs and using identified instructional strategies.
6. **Administer Progress-Monitoring Checks.** Administer frequent, informal progress-monitoring checks aligned to the end-of-unit assessment—that coincide with the building-block progression of “unwrapped” concepts and skills—in order to make accurate inferences regarding students' understanding. These informal checks will assist individual educators and instructional Data Teams in monitoring the effectiveness of their targeted teaching strategies for the unit.
7. **Differentiate Instruction Based on Progress-Monitoring Checks.** Modify and adjust instruction for individual students, small groups, and/or the entire class based on the results of the informal checks for understanding.
8. **Schedule Mid-Unit Evaluation of Instructional Strategies.** Schedule a mid-unit evaluation of the targeted teaching and differentiation strategies to determine their effectiveness. During this meeting, participating teachers will share effective use of the targeted strategies and may decide to change any strategies that are not accomplishing their intended purpose. Individual educators who are not part of an instructional Data Team will reflect on the effectiveness of their own selected strategies and make any needed changes.
9. **Continue Teaching the Unit.** During the remaining weeks of the unit, continue teaching the “unwrapped” concepts and skills in the predetermined “learning progressions” sequence for specific learning activities and engaging learning

experiences (authentic performance tasks). Continue using the targeted instructional strategies with all students, different groups of students, and individual students as planned.

10. **Continue Modifying and Adjusting Instruction.** Continue modifying and adjusting instruction as needed for individual students, small groups, and/or the entire class based on evidence derived from ongoing progress-monitoring checks.
11. **Administer the End-of-Unit Assessment.** Administer the common formative post-assessment (or individual end-of-unit assessment if not part of a collaborative team).
12. **Score and Analyze Student Data.** Score and analyze student data individually or with colleagues in grade-level or course-specific instructional Data Teams. Plan how to address students' identified learning needs during the "buffer" days/week.
13. **Enrich, Remediate, and Intervene.** During the "buffer" days/week scheduled between the unit of study just completed and the next one scheduled, reteach differently those students who are still not proficient; use Tier 2 and 3 intervention strategies and other appropriate strategies for at-risk students. Reassess all non-proficient students. Enrich those students who are proficient and advanced.
14. **Reflect and Begin Again.** When the unit is officially completed, reflect individually and/or with colleagues about what worked well and what, if anything, should be changed the next time the unit is implemented. Redirect your focus and then repeat the process with the next unit of study.

## Investment Summary

Component	Investment
<b>Rigorous Curriculum Design: STEM</b> <i>9 Full-day, on-site lesson design and coaching sessions focused on production and implementation of ELA instructional units</i> <ul style="list-style-type: none"> <li>- ICLE Consultant Emily Freeland</li> <li>- Participants will include new STEM Design Team, and site and district leadership</li> <li>- Continued monitoring and support from ICLE Director of Professional Learning Kyra Donovan</li> </ul>	
	<div>Total Price\$36,450</div>
<b>Total (All inclusive)</b>	<div>Total with Quantity Discount\$30,618.00</div>

### Contact Us:

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 Mobile: 503.349.9022

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 Greenwood Village, CO 80111  
[www.leadered.com](http://www.leadered.com)



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** March 12, 2019  
**SUBJECT:** **Approve Out of State Travel for Debbie Johnson to Attend the CTE Summer Conference in Saratoga Springs, Utah on June 12-13, 2019**

**BACKGROUND:** Tracy High School, Consumer Home Economics (FCS) teacher, Debbie will travel to Westlake High School in Saratoga Springs, Utah to attend the CTE Summer Conference on June 12-13, 2019. The Utah State Education presents the conference. The conference will focus on Food Science, Dietetics and Nutrition, and Culinary Arts, which are all components of the Home Economics (CTE) curriculum. The purpose of attending the conference is to enhance the current Consumer Home Economics/CTE curriculum. Hotel accommodations are not necessary, as Mrs. Johnson will be staying with family during the conferences. Mrs. Johnson will travel to Utah via airplane.

**RATIONALE:** The conference, which will be held at Westlake High School in Saratoga Springs, Utah. The conference will focus and concentrate exclusively on the curriculum for Home Economics teachers (CTE and FACS). This aligns with 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:** Expenses for the conferences will be paid out of CTE funds. The cost of the conference will not exceed \$600.00. The conference registration fee will cover two meals each day.

**RECOMMENDATION:** Approve Out of State Travel for Debbie Johnson to Attend the CTE Summer Conference in Saratoga Springs, Utah on June 12-13, 2019.

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



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** March 13, 2019  
**SUBJECT:** Approve Overnight Travel for West High Cross Country Team High Altitude Training in Arnold, California, July 5 – 9, 2019

**BACKGROUND:** West High Cross Country Team will host 25 runners and 4 adults in a summer field trip to Arnold, California for High Altitude Training. Students will stay at the Elements Lodge, 5505 Meko Drive, Camp Connell, Ca. 95223 for 4 days, 3 nights. Coach and Teacher, Theresa James will lead this field trip and use parents to drive and chaperone students. Her parent chaperones have been cleared through TUSD as volunteers and will have the necessary parent permissions to drive any student who is not their own.

**RATIONALE:** The West High Cross Country Team will host a high altitude-training event this summer that will create opportunity for the team to bond together as a unit and simultaneously give its members experience with high altitude running. This type of conditioning will prepare them for a season of various courses and environments, ready to excel. The goal is to build stamina and teach students how to care for their bodies as runners, in different environments. This meets Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college or careers.

**FUNDING:** The individual cost is \$150 per student athlete. The approximate cost will be \$3,800, which will be paid by ASB funds from Cross-country fundraisers. There will be no cost to Tracy Unified School District.

**RECOMMENDATION:** Approve Overnight Travel for West High Cross Country Team High Altitude Training in Arnold, California, July 5 – 9, 2019.

**PREPARED BY:** Dr. Zachary Boswell, West High School Principal.





# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** March 11, 2019  
**SUBJECT:** Approve Agreement for Special Contract Services for Matthew Soeth, Motivational Speaker during Testing on April 2, 2019 at West High School

**BACKGROUND:** Every year Tracy Unified administers mandatory State Testing for our students. At West High school, we have found a system to administer the test and keep the student population not testing continuing to learn through impactful speakers. We rotate non testing students from activity to speaker throughout the allotted testing time. On April 2, 2019 Mr. Soeth, a motivational speaker will speak to students in the main gym at West High school.

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

**FUNDING:** Assemblies are budgeted in our site plan, goal #2a2. Mr. Soeth will be paid a flat fee of \$2,000 from our site Title 1 funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services for Matthew Soeth, Motivational Speaker during Testing on April 2, 2019 at West High School.

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



## #ICANHELP Program Agreement

**Organization Name:** Merrill F West School

**Contact Name:** Shannon Bancroft

**Site Address:** 1775 W Lowell Ave, Tracy, CA 95376

**Phone Number:** (needed)

**E-mail Address:** sbancroft@tusd.net

**Size of Audience:**

**School Social Media Sites:**

**Program Date:** Tuesday, April 2, 2019

**Times:**  
**Presentation 1:** 8:15 to 9:30  
**Presentation 2:** 9:50 to 11:00

**Specifics to be addressed in the presentation:**

### Audio/Visual Needs

Microphone, projector, screen and speakers. Speaker will need to connect his/her laptop to the projector and speakers. There is sound associated with the presentation.

### Terms

Presentation fee of **\$2,000.00** (includes all travel) is due **ON** or **BEFORE** the event date. If presentation is cancelled 30 days or less prior to the date of the event, 100% of the presentation fee (and travel costs, if applicable) will be paid to #ICANHELP.

### Other Pertinent Information:

*\*Speaker requests that 5-6 students be available to help set-up for the presentation, and before and after each presentation to help pass out stickers.*


*\*Each student will need a small square of paper (they will be crumpling it, so scrap paper works great) no smaller than 3" x 3". Please have these papers cut ahead of time.*

*\* Administrator must be present during the presentation. Staff is expected to sit with students and handle any disruption/discipline*

*\*Teachers will follow up with discussion questions (provided by #ICANHELP) immediately after the presentation.*

*\*Please see attached checklist to help make the presentation run smoothly.*

Matthew Soeth 3/8/19

 3-11-19

Matt Soeth, Co-Founder #ICANHELP

Date

Signed

Date

#ICANHELP

PO Box 1843

Discovery Bay, CA 94505

(925) 237-1056

icanhelpdeletenegativity@gmail.com

www.icanhelpdeletenegativity.org



## Invoice

### BILL TO

Merrill F West High

School

1775 W Lowell Ave

Tracy, CA 95376

INVOICE # 1528

DATE 03/10/2019

DUE DATE 03/10/2019

TERMS Due on receipt

### CONTACT NAME

Shannon Bancroft

DATE	ACTIVITY	ITEM	QTY	RATE	AMOUNT
04/02/2019	Presentation Fee	2 presentations	1	2,000.00	2,000.00

Thank you for supporting #ICANHELP!

BALANCE DUE

**\$2,000.00**

8:15 to 9:30 And 9:50 to 11:00

Please make checks payable to #ICANHELP

#ICANHELP educates and empowers students to use social media positively

# 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 #ICANHLP, 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: 2 presentations on April 2, 2019 for students at West High School.

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 2.5 ( ) [X] HOURS [ ] DAYS, under the terms of this agreement at the following location West High.

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

- a. District shall pay \$ 2,000 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ 2,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
- c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on April 2, 2019, and shall terminate on April 2, 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, Shannon Bancroft at 209 830-3370 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
- a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
- b. Contractor [ ☐ ] WILL [ ☒ ] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

Matthew Sooth Executive Director  
Contractor Signature Title

47-1589233  
IRS Identification Number

#ICANHELP  
Title

PO Box 1843  
Address

Discovery Bay, CA 94505

\_\_\_\_\_  
Tracy Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Account Number to be Charged

\_\_\_\_\_  
Department/Site Approval

\_\_\_\_\_  
Budget Approval

\_\_\_\_\_  
Date Approved by the Board



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** March 12, 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>
Taylor, Veronica 4 <sup>th</sup> grade	McKinley	5/30/19	Personal

## BACKGROUND:

## CERTIFICATED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Bellomo, Davida 1 <sup>st</sup> Grade	Jacobson	5/24/19
DiMartino, Lise 1 <sup>st</sup> Grade	Bohn	6/30/19
Schreiber, Denise Physical Education	Poet	7/31/19
Shiroma-Lee, Sharon 2 <sup>nd</sup> Grade	Jacobson	5/24/19

## BACKGROUND:

## CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Bhopal, Sarika School Supervision Asst.	Central	03/13/19	Personal

Busse, Bryant Mechanic	Transport.	03/30/19	Personal
Juarez, Cyrus Special Ed Para Educator I	Stein	03/27/19	Personal
Rekow, Daniel Utility Person III	MOT	03/11/19	Personal
Rheinor, Miriam Para Ed I (PE)	Freiler	03/11/19	Accepted a Special Ed Para position
Weatherford, Richard Utility Person II	Kelly	03/21/19	Personal

**BACKGROUND:**

**CLASSIFIED RETIREMENT**

NAME/TITLE

SITE

EFFECTIVE  
DATE

Borges, Sunday  
Special Ed Para Ed I

Bohn

05/25/19

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

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





# HUMAN RESOURCES MEMORANDUM

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

## BACKGROUND:

Ciraulo, Alyssa

De Bravo, Llanet

Gonzalez, Vanessa

Goodrich, Janice

Larson, Susanne

## CLASSIFIED

Assistant to the Director of Special  
Education (Replacement)  
DEC/Special Education  
Range 35, Step C - \$21.36 per hour  
8 hours per day  
Funding: Special Ed IDEA BAS Grant

Food Service Worker (New)  
Villalovoz Elementary School  
Range 22, Step A - \$14.38 per hour  
3 hours per day  
Funding: Child Nutrition – School Program

Elementary Attendance Clerk  
(Replacement)  
North School  
Range 28, Step A - \$16.53 per hour  
8 hours per day  
Funding: General Fund

Food Service Worker (New)  
West High School  
Range 22, Step C - \$15.77 per hour  
2 hours per day  
Funding: Child Nutrition – School Program

Utility Person III (Replacement)  
DSC  
Range 36, Step A - \$19.91 per hour + ND  
8 hours per day  
Funding: Ongoing and Major maintenance  
37.50% and Home to school transportation  
62.50%

Rekow, Daniel	Utility Person III (New) MOT – DEC and various sites Range 36, Step A - \$19.91 per hour + ND 8 hours per day Funding: General Fund – 25%; ongoing and Major maintenance – 25%; Transportation – Home to school – 50%
Rheinor, Miriam	Special Ed Para Educator I (Replacement) Art Freiler School Range 24, Step E - \$18.13 per hour 6 hours per day Funding: Special Education
Ruiz, Carlos	Utility Person III (Replacement) MOT Range 36, Step A - \$19.91 per hour 8 hours per day Funding: General Fund – 25%; ongoing and Major maintenance – 25%; Transportation – Special Education – 50%
Torres, Beatrice Shantelle	IEP Para Educator I (Replacement) Tracy High School Range 24, Step A - \$15.07 per hour 6.75 hours per day Funding: Special Education

**BACKGROUND:**

Allen, Dustin

Bogart, Wayne

Carmen, Nicholas

Cattolico, Tobin

Heinen, Casey

**COACHES**

Assistant Varsity Football  
Kimball High School  
Stipend: \$5,082.43

Assistant Sophomore Football  
Kimball High School  
Stipend: \$4,690.66

Assistant Sophomore Football  
Kimball High School  
Stipend: \$4,690.66

Head Sophomore Football  
Kimball High School  
Stipend: \$5,860.67

Boys' Water Polo  
Kimball High School  
Stipend: \$5,860.67

**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 18, 2019  
**SUBJ:** **Approve the Classified and Certificated Calendars listings for the 2019-20 School Year**

**BACKGROUND:** Attached are the calendar listings for both Classified and Certificated for the 2019-20 school year that have been prepared by the District and reviewed by the TEA and CSEA bargaining units.

**RECOMMENDATION:** Approve the Classified and Certificated calendars listings for the 2019-20 School Year.

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

Tracy Unified School District  
Classified Calendar for 2019-20

Approved Board of Trustees: \*\*\*\*

Month	Dates	Work Days 12-Mo	Work Days 10-Mo	Holidays
July	1-5	4	0	Thurs, July 4th - Independence Day Holiday
July	8-12	5	0	
July	15-19	5	0	
July	22-26	5	0	
July - Aug	29-2	5	0	
Aug	5-9	5	5	Mon., Aug 5th - 1st day for 10- month traditional staff; Tues., Aug. 6- 1st Day of School
Aug	12-16	5	5	
Aug	19-23	5	5	Mon, August 19th - District Welcome Back Program – 2 pm
Aug	26-30	5	5	
Sept	2-6	4	4	Mon, Sept 2nd - Labor Day
Sept	9-13	5	5	
Sept	16-20	5	5	
Sept	23-27	5	5	
Sept - Oct	30-4	5	5	
Oct	7-11	5	5	
Oct	14-18	5	5	
Oct	21-25	5	4	Mon, Oct 21st - Non work day for 10 mo. Employees (no pay)
Oct - Nov	28-1	5	5	
Nov	4-8	5	5	
Nov	11-15	4	4	Mon, Nov 11th - Vet. Day
Nov	18-22	5	5	
Nov	25-29	3	0	Nov 25th- 29th, Non Work Day for 10-mo. Employees (no pay) Th-Fri, Nov 28th-29th Thanksgiving Break
Dec	2-6	5	5	
Dec	9-13	5	5	
Dec	16-20	5	5	
Dec	23-27	2	0	District designated non-paid/non-work day Dec 23rd; Winter Break Dec. 23rd-Jan 3rd for 10-mo. Employees; Dec. 24th-25th Winter Holiday; Winter Break Dec. 23rd- Jan 3rd for 10-mo. Employees
Dec - Jan	30-3	3	0	District designated non-paid/non-work day Dec 31st; Wed., Jan 1st New Year's Day Holiday
Jan	6-10	5	5	
Jan	13-17	5	5	
Jan	20-24	4	3	Mon, Jan 20th, ML King's Day; Fri, Jan 24th - Non Work Day for 10-mo. Employees (no pay)
Jan	27-31	5	5	
Feb	3-7	5	5	
Feb	10-14	4	4	Mon, Feb 10th - Lincoln's Day
Feb	17-21	4	4	Mon, Feb 17th - President's Day
Feb	24-28	5	5	
Mar	2-6	5	4	Fri, March 6th- Non Work Day for 10 mo. Employees (no pay)
Mar	9-13	5	5	
Mar	16-20	5	5	
Mar	23-27	5	5	
Mar - Apr	30-3	5	5	
Apr	6-10	4	4	Fri, April 10th Spring Recess Day
Apr	13-17	4	0	Mon, April 13th Spring Recess Day; Spring Break, April 13th - April 17th - 10 mo. Employees (no pay)
Apr	20-24	5	5	
Apr - May	27-1	5	5	
May	4-8	5	5	Mon, May 4th – Awards Recognition - 2 pm
May	11-15	5	5	
May	18-22	5	5	Fri, May 22nd Last Day of School
May	25-29	4	0	Mon, May 25th Memorial Day
June	1-5	5	0	
June	8-12	5	0	
June	15-19	5	0	
June	22-26	5	0	
June	29-30	2	0	
Total work days:		246	181	TOTAL Work Days 246 (12-mo); 181 Work Days (10-mo)

TUSD - CERTIFICATED CALENDAR FOR 2019-20  
 Traditional FIRST YEAR Teachers: Contract year starts 7/30/19 (TTIP 7/22, 7/23, 7/24, 7/25, 7/29 & 7/30/19)  
 Traditional SECOND YEAR AND BEYOND Teachers: Contract year starts Thursday 8/2/19  
 School Starts for STUDENTS on Tuesday, August 6, 2019

Month	Dates	Instr Days	Work Days Yr 1	Work Days 2nd year >	TTIP Extra Pay	Buy Back Days	Miscellaneous Information
Jul	22-26	0	0	0	4		TTIP Yr 1 Tchrs -July 22nd - July 25th
Jul-Aug	29-2	0	3	1		1*	TTIP Yr 1 Tchrs- <b>July 29th Contract Day, July 31st Site Contract Day - Yr 1 Tchrs; Aug 1st BBD</b> ; <b>Required ALL Teachers</b> - Fri, Aug 2nd Dist Staff Dev Day; Mon, Aug 5th Site Based Planning/Prep; Wed, July 31st, Voluntary Classroom Prep Day (Optional. May be utilized as follows: one full day or two half days. This time can only be utilized on the two designated dates, July 31, 2019 and/or May 26, 2020.
Aug	5-9	4	5	5			Mon., Aug. 6th - 1st Day of Classes
Aug	12-16	5	5	5			
Aug	19-23	5	5	5			Mon. Aug. 19th. Dist. Welcome Back Program - 2 pm
Aug	26-30	5	5	5			
Sept	2-6	4	4	4			Mon, Sept 2nd, Labor Day
Sept	9-13	5	5	5			
Sept	16-20	5	5	5			
Sept	23-27	5	5	5			
Sept-Oct	30-4	5	5	5			
Oct	7-11	5	5	5			Fri, Oct 11th - Min Day K-12; <b>48 Days in 1st Quarter &amp; end of 1st Trimester - 48 days</b>
Oct	14-18	5	5	5			
Oct	21-25	4	5	5			Mon. Oct 21st Parent Conferences, Min Day Oct 23rd-25th, K-5, K-8, 6-8
Oct-Nov	28-1	5	5	5			
Nov	4-8	5	5	5			
Nov	11-15	4	4	4			Mon., Nov 11th Veteran's Day
Nov	18-22	5	5	5			
Nov	25-29	0	0	0			Mon-Wed, Nov 25th-27th, Board Designated Non work days - Th-Fri, Nov 28th-29th Thanksgiving Break
Dec	2-6	5	5	5			
Dec	9-13	5	5	5			
Dec	16-20	5	5	5			<b>43 Days in 2<sup>nd</sup> Qtr; 1st Sem = 91 days</b> ; Min Day Dec 18th-19th, 9-12; Min Day Dec 20th, 6-12; Winter Break starts Dec 23rd
Dec	23-27	0	0	0			Winter Break Dec 23rd thru Jan 3rd
Dec- Jan	30-3	0	0	0			Winter Break Dec 23rd thru Jan 3rd
Jan	6-10	5	5	5			
Jan	13-17	5	5	5			
Jan	20-24	3	3	3		1*	Mon, Jan 20th - ML King's Day; <i>Fri., Jan 24th BBD</i>
Jan	27-31	5	5	5			
Feb	3-7	5	5	5			<b>Feb 7th End of 2nd Trimester, 66 Days</b> ; Fri, Feb 7th, Min Day K-5 & K-8
Feb	10-14	4	4	4			Mon, Feb 10th - Lincoln's Day
Feb	17-21	4	4	4			Mon, Feb 17th - President's Day
Feb	24-28	5	5	5			
Mar	2-6	4	4	4			Fri., Mar 6th, Board Designated Non-workday (no students)
Mar	9-13	5	5	5			<b>45 Days in 3rd Quarter</b> ; Fri, Mar 13th, Min Day 6-12
Mar	16-20	5	5	5			
Mar	23-27	5	5	5			
Mar-Apr	30-3	5	5	5			
Apr	6-10	4	4	4			Fri, Apr 10th - Board designated non-work day
Apr	13-17	0	0	0			Spring Break Apr 13th-Apr 17th
Apr	20-24	5	5	5			
Apr-May	27-1	5	5	5			
May	4-8	5	5	5			<i>Mon. May 4th - Awards Recognition - 2 pm</i>
May	11-15	5	5	5			Fri, May 15th, Min Day K-5, K-8 & 6-8
May	18-22	5	5	5			May 19th-21st, Min Day 9-12; Fri, May 22nd, Last Day, Min Day K-12; <b>44 days in 4<sup>th</sup> Qtr; 89 days in 2nd Sem; 66 days in 3rd Tri.</b>
May	25-29	0	0	0			Tues, May 26th, Voluntary Classroom Prep Day (Optional. May be utilized as follows: one Full day or two half days) This time can only be utilized on the two designated dates, July 31, 2019 and/or May 26, 2020.

Instructional Days: 180 days; Work Days: 185+4 (1st Year Teachers) & 183 (2nd Year & Beyond Teachers)  
 Adopted by TUSD Board of Trustees: \*\*\*\*\*

180 185 183



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** March 12, 2019  
**SUBJECT:** Approve School Site Safety Plans for the 2019-20 School Year

**BACKGROUND:** Education Code 32280 through 32288 requires each school site, in cooperation with local law enforcement agencies, community leaders, parents, pupils, teachers, administrators, and other persons who may be interested in the prevention of campus crime and violence, to develop a comprehensive school safety plan that addresses the safety concerns identified through a systematic planning process. To comply with that requirement, but to also ensure consistency among the school safety plans throughout the district, district leaders have developed one single plan with minor modifications to match the needs of each school site. Education Code 32286 requires that “Each school shall adopt its comprehensive school safety plan by March 1, 2000, and shall review and update its plan by March 1, every year thereafter.”

To facilitate compliance with the Education Code, the School Site Council or a designated safety planning committee for each school site in Tracy Unified School District completed or reviewed a compliance checklist for their site’s Comprehensive Safety Plan, and obtained signatures as required by the common district plan. Those signature pages will be submitted to the Clerk of the School board for his or her signature, indicating that each school, after holding a public meeting at the school site, has forwarded its comprehensive school safety plan to the school board for approval.

Education Code 32288 (c) requires that TUSD shall notify the California Department of Education prior to October 15, 2019 of any schools that have not complied.

**FUNDING:** There is no funding obligation associated with this policy.

**RECOMMENDATION:** Approve School Site Safety Plans for the 2019-20 School Year.

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



# ADMINISTRATIVE & BUSINESS SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Brian R. Stephens, Superintendent  
**DATE:** March 8, 2019  
**SUBJECT:** Adopt Board Policies to Be Compliant with CSBA Guidelines (First Reading)

**BACKGROUND:** Some of the Tracy Unified School District board bylaws have not been updated for several years. In that time, compliance and other requirements have changed and are not reflected in the current policies and administrative regulations.

**RATIONALE:**

The attached board bylaws required minor changes to match CSBA guidelines or are new and we are adopting them as part of our bylaws.

BB 9000 ROLE OF BOARD	UPDATE	
BB 9000A JUDICIAL AND APPEALS	DELETE	Contained in 9000
BB 9005 GOVERNANCE STANDARDS	NEW	
BB 9010 AUTHORITY LIMITS	DELETE	Replaced by CSBA 9200
BB 9011 CONFIDENTIAL PRIVILEGED INFO	NEW	
BB 9012 ELECTRONIC COMMUNICATION	NEW	
BB 9020 PUBLIC STATEMENTS	DELETE	Replaced by CSBA 9010
BB 9100 ORGANIZATION	NEW	
BB 9110 NUMBER AND TERMS	UPDATE	
BB 9120 OFFICERS	DELETE	Replaced by CSBA 9100
BB 9200 BOARD MEMBER AUTHORITY	UPDATE	Replaces TUSD former 9010

**FUNDING:** Not Applicable.

**RECOMMENDATION:** Adopt Board to Be Compliant with CSBA Guidelines (First Reading).

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



### Role of the Board

The Governing Board has been elected by the community to provide leadership and citizen oversight of the district. The Board shall ensure that the district is responsive to the values, beliefs, and priorities of the community.

The Board shall work with the Superintendent to fulfill its major responsibilities, which include:

1. Setting the direction for the district through a process that involves the community, parents/guardians, students, and staff and is focused on student learning and achievement

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0200 - Goals for the School District)

2. Establishing an effective and efficient organizational structure for the district by:

- a. Employing the Superintendent and setting policy for hiring of other personnel

(cf. 2110 - Superintendent Responsibilities and Duties)

(cf. 2120 - Superintendent Recruitment and Selection)

(cf. 2121 - Superintendent's Contract)

(cf. 4000 - Concepts and Roles)

(cf. 4111/4211/4311 - Recruitment and Selection)

- b. Overseeing the development and adoption of policies

(cf. 9310 - Board Policies)

- c. Establishing academic expectations and adopting the curriculum and instructional materials

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

- d. Establishing budget priorities and adopting the budget

(cf. 3000 - Concepts and Roles)

(cf. 3100 - Budget)

(cf. 3312 - Contracts)

- e. Providing safe, adequate facilities that support the district's instructional program

(cf. 3517 - Facilities Inspection)  
(cf. 7110 - Facilities Master Plan)  
(cf. 7150 - Site Selection and Development)  
(cf. 7210 - Facilities Financing)

- f. Setting parameters for negotiations with employee organizations and ratifying collective bargaining agreements

(cf. 4141/4241 - Collective Bargaining Agreement)  
(cf. 4143/4243 - Negotiations/Consultation)

- 3. Providing support to the Superintendent and staff as they carry out the Board's direction by:

- a. Establishing and adhering to standards of responsible governance

(cf. 9005 - Governance Standards)  
(cf. 9011 - Disclosure of Confidential/Privileged Information)  
(cf. 9200 - Limits of Board Member Authority)  
(cf. 9270 - Conflict of Interest)

- b. Making decisions and providing resources that support district priorities and goals

- c. Upholding Board policies

- d. Being knowledgeable about district programs and efforts in order to serve as effective spokespersons

(cf. 9240 - Board Training)  
(cf. 9400 - Board Self-Evaluation)

- 4. Ensuring accountability to the public for the performance of the district's schools by:

- a. Evaluating the Superintendent and setting policy for the evaluation of other personnel

(cf. 2140- Evaluation of the Superintendent)  
(cf. 4115 - Evaluation/Supervision)  
(cf. 4215 - Evaluation/Supervision)  
(cf. 4315 - Evaluation/Supervision)

- b. Monitoring and evaluating the effectiveness of policies

c. Serving as a judicial (hearing) and appeals body in accordance with law, Board policies, and negotiated agreements

(cf. 1312.1 - Complaints Concerning District Employees)  
(cf. 1312.2 - Complaints Concerning Instructional Materials)  
(cf. 1312.3 - Uniform Complaint Procedures)  
(cf. 1312.4 - Williams Uniform Complaint Procedures)  
(cf. 4030 - Nondiscrimination in Employment)  
(cf. 4117.3 - Personnel Reduction)  
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)  
(cf. 4144/4244/4344 - Complaints)  
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)  
(cf. 5116.1 - Intradistrict Open Enrollment)  
(cf. 5117 - Interdistrict Attendance)  
(cf. 5119 - Students Expelled from Other Districts)  
(cf. 5125.3 - Challenging Student Records)  
(cf. 5144.1 - Suspension and Expulsion/Due Process)  
(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)  
(cf. 6164.6 - Identification and Education Under Section 504)

d. Monitoring student achievement and program effectiveness and requiring program changes as necessary

(cf. 0500 - Accountability)  
(cf. 6162.5 - Student Assessment)  
(cf. 6162.51 - State Academic Achievement Tests)  
(cf. 6190 - Evaluation of the Instructional Program)

e. Monitoring and adjusting district finances

(cf. 3460 - Financial Reports and Accountability)

f. Monitoring the collective bargaining process

5. Providing community leadership and advocacy on behalf of students, the district's educational program, and public education in order to build support within the local community and at the state and national levels

(cf. 0510 - School Accountability Report Card)  
(cf. 1100 - Communication with the Public)  
(cf. 1112 - Media Relations)  
(cf. 1160 - Political Processes)  
(cf. 1400 - Relations between Other Governmental Agencies and the Schools)  
(cf. 1700 - Relations between Private Industry and the Schools)  
(cf. 9010 - Public Statements)

The Board is authorized to establish and finance any program or activity that is not in conflict with, inconsistent with, or preempted by law. (Education Code 35160)

Legal Reference:

EDUCATION CODE

5304 Duties of governing board (re school district elections)

12400-12405 Authority to participate in federal programs

17565-17592 Board duties re property maintenance and control

33319.5 Implementation of authority of local agencies

35000 District name

35010 Control of district; prescription and enforcement of rules

35020-35046 Officers and agents

35100-35351 Governing boards, especially:

35160-35185 Powers and duties

35291 Rules

Management Resources:

CSBA PUBLICATIONS

Professional Governance Standards, November 2000

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

The Key Work of School Boards, 2000

WEB SITES

CSBA: <http://www.csba.org>

National School Boards Association: <http://www.nsba.org>

### Governance Standards

The Governing Board believes that its primary responsibility is to act in the best interests of every student in the district. The Board also has major commitments to parents/guardians, all members of the community, employees, the state of California, laws pertaining to public education, and established policies of the district. To maximize Board effectiveness and public confidence in district governance, Board members are expected to govern responsibly and hold themselves to the highest standards of ethical conduct.

(cf. 9000 - Role of the Board)

(cf. 9270 - Conflict of Interest)

The Board expects its members to work with each other and the Superintendent to ensure that a high-quality education is provided to each student. Each individual Board member shall:

1. Keep learning and achievement for all students as the primary focus
2. Value, support and advocate for public education  
(cf. 9010 - Public Statements)
3. Recognize and respect differences of perspective and style on the Board and among staff, students, parents and the community
4. Act with dignity, and understand the implications of demeanor and behavior
5. Keep confidential matters confidential  
(cf. 9011 - Disclosure of Confidential/Privileged Information)
6. Participate in professional development and commit the time and energy necessary to be an informed and effective leader  
(cf. 9240 - Board Training)
7. Understand the distinctions between Board and staff roles, and refrain from performing management functions that are the responsibility of the Superintendent and staff  
(cf. 2110 - Superintendent Responsibilities and Duties)
8. Understand that authority rests with the Board as a whole and not with individuals  
(cf. 9200 - Limits of Board Member Authority)

Board members also shall assume collective responsibility for building unity and creating a positive organizational culture. To operate effectively, the Board shall have a unity of purpose and:

1. Keep the district focused on learning and achievement for all students

2. Communicate a common vision  
(cf. 0000 - Vision)  
(cf. 0100 - Philosophy)  
(cf. 0200 - Goals for the School District)
3. Operate openly, with trust and integrity
4. Govern in a dignified and professional manner, treating everyone with civility and respect
5. Govern within Board-adopted policies and procedures  
(cf. 9310 - Board Policies)
6. Take collective responsibility for the Board's performance
7. Periodically evaluate its own effectiveness  
(cf. 9400 - Board Self-Evaluation)
8. Ensure opportunities for the diverse range of views in the community to inform Board deliberations  
  
(cf. 1220 - Citizen Advisory Committees)  
(cf. 9323 - Meeting Conduct)

Legal Reference:

EDUCATION CODE

35010 Power of governing board to adopt rules for its own governance

35160 Board authority to act in any manner not conflicting with law

35164 Actions by majority vote

GOVERNMENT CODE

1090 Financial interest in contract

1098 Disclosure of confidential information

1125-1129 Incompatible activities

54950-54963 The Ralph M. Brown Act

87300-87313 Conflict of interest code

Management Resources:

CSBA PUBLICATIONS

CSBA Professional Governance Standards, 2000

WEB SITES

CSBA: [http:// www.csba.org](http://www.csba.org)

### **Disclosure of Confidential/Privileged Information**

The Governing Board recognizes the importance of maintaining the confidentiality of information acquired as part of a Board member's official duties. Confidential/privileged information shall be released only to the extent authorized by law.

(cf. 9000 - Role of the Board)  
(cf. 9005 - Governance Standards)  
(cf. 9010 - Public Statements)

#### **Disclosure of Closed Session Information**

A Board member shall not disclose confidential information acquired during a closed session to a person not entitled to receive such information, unless a majority of the Board has authorized its disclosure. (Government Code 54963)

Confidential information means a communication made in a closed session that is specifically related to the basis for the Board to meet lawfully in closed session. (Government Code 54963)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)  
(cf. 9321 - Closed Session Purposes and Agendas)  
(cf. 9321.1 - Closed Session Actions and Reports)

The Board shall not take any action against any person for disclosing confidential information, nor shall the disclosure be considered a violation of the law or Board policy, when the person is: (Government Code 54963)

1. Making a confidential inquiry or complaint to a district attorney or grand jury concerning a perceived violation of law, including disclosing facts necessary to establish the illegality or potential illegality of a Board action that has been the subject of deliberation during a closed session
2. Expressing an opinion concerning the propriety or legality of Board action in closed session, including disclosure of the nature and extent of the illegal or potentially illegal action
3. Disclosing information that is not confidential

#### **Other Disclosures**

A Board member shall not disclose, for pecuniary gain, confidential information acquired in the course of his/her official duties. Confidential information includes information that is not a public record subject to disclosure under the Public Records Act, information that by law may not be disclosed, or information that may have a material financial effect on the Board member. (Government Code 1098)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)  
(cf. 5125 - Student Records)

Disclosures excepted from this prohibition are those made to law enforcement officials or to the joint legislative audit committee when reporting on improper governmental activities.  
(Government Code 1098)

Legal Reference:

EDUCATION CODE

35010 Power of governing board to adopt rules for its own governance

35146 Closed session

EVIDENCE CODE

1040 Privilege for official information

GOVERNMENT CODE

1098 Public officials and employees re confidential information

3549.1 Meeting and negotiating in public educational employment

6250-6270 Inspection of public records

54950-54963 Brown Act, especially:

54956.8 Open meeting laws

54956.9 Closed meeting for pending litigation

54957 Closed session; "employee" defined; exclusion of witnesses

54957.1 Subsequent public report and rollcall vote; employee matters in closed session

54957.5 Public records

54957.6 Closed session; representatives with employee organization

54957.7 Reasons for closed session

54963 Confidential information in closed session

ATTORNEY GENERAL OPINIONS

80 Ops.Cal.Atty.Gen. 231 (1997)

Management Resources:

CSBA PUBLICATIONS

Professional Governance Standards, November 2000

WEB SITES

CSBA: <http://www.csba.org>



### Board Member Electronic Communications

The Governing Board recognizes that electronic communication is an efficient and convenient way for Board members to communicate and expedite the exchange of information within the district and with members of the public. Board members shall exercise caution so as to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendaized Board meeting nor to circumvent the public's right to access records regarding district business.

(cf. 1100 - Communication with the Public)

(cf. 9000 - Role of the Board)

(cf. 9322 - Agenda/Meeting Materials)

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

(cf. 9320 - Meetings and Notices)

Examples of permissible electronic communications concerning district business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

In addition, Board members may use electronic communications to discuss matters that do not pertain to district business, regardless of the number of Board members participating in the discussion.

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that his/her response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate district process. As appropriate, communication received from the media shall be forwarded to the designated district spokesperson.

(cf. 1112 - Media Relations)

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 3320 - Claims and Actions Against the District)

(cf. 9005 - Governance Standards)  
(cf. 9121 - President)  
(cf. 9200 - Limits of Board Member Authority)

To the extent possible, electronic communications regarding any district-related business shall be transmitted through a district-provided device or account. When any such communication is transmitted through a Board member's personal device or account, he/she shall copy the communication to a district electronic storage device for easy retrieval.

(cf. 1340 - Access to District Records)  
(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE

35140 Time and place of meetings  
35145 Public meetings  
35145.5 Agenda; public participation; regulations  
35147 Open meeting law exceptions and applications

GOVERNMENT CODE

6250-6270 California Public Records Act  
11135 State programs and activities, discrimination  
54950-54963 The Ralph M. Brown Act, especially:  
54952.2 Meeting, defined  
54953 Meetings to be open and public; attendance  
54954.2 Agenda posting requirements, board actions

COURT DECISIONS

City of San Jose v. Superior Court (2017) 2 Cal.5th 608

Management Resources:

CSBA PUBLICATIONS

Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017

The Brown Act: School Boards and Open Meeting Laws, rev. 2014

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, 2003

WEB SITES

CSBA: <http://www.csba.org>

CSBA, Agenda Online:

<http://www.csba.org/ProductsAndServices/AllServices/AgendaOnline.aspx>

California Attorney General's Office: <http://oag.ca.gov>

### Public Statements

The Governing Board recognizes the responsibility of Board members in their role as community leaders to participate in public discourse on matters of civic or community interest, including those involving the district, and their right to freely express their personal views. However, to ensure communication of a consistent, unified message regarding district issues, Board members are expected to respect the authority of the Board to choose its representatives to communicate its positions and to abide by established protocols.

All public statements authorized to be made on behalf of the Board shall be made by the Board president or, if appropriate, by the Superintendent or other designated representative.

(cf. 2110 - Superintendent Responsibilities and Duties)

(cf. 9121 - President)

(cf. 9200 - Limits of Board Member Authority)

When speaking for the district, the Board encourages its spokespersons to exercise restraint and tact and to communicate the message in a manner that promotes public confidence in the Board's leadership.

Board spokespersons shall not disclose confidential information or information received in closed session except when authorized by a majority of the Board. (Government Code 54963)

(cf. 9005 - Governance Standards)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

When speaking to community groups, members of the public, or the media, individual Board members should recognize that their statements may be perceived as reflecting the views and positions of the Board. Board members have a responsibility to identify personal viewpoints as such and not as the viewpoint of the Board.

(cf. 1100 - Communication with the Public)

(cf. 1112 - Media Relations)

In addition, the Board encourages members who participate on social networking sites, blogs, or other discussion or informational sites to conduct themselves in a respectful, courteous, and professional manner and to model good behavior for district students and the community. Such electronic communications are subject to the same standards and protocols established for other forms of communication, and the disclosure requirements of the California Public Records Act may likewise apply to them.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 1340 - Access to District Records)

(cf. 9012 - Board Member Electronic Communications)

Legal Reference:

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

GOVERNMENT CODE

6250-6270 California Public Records Act

54960 Actions to stop or prevent violation of meeting provisions

54963 Confidential information in closed session

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

### Organization

Each year, the Governing Board shall hold an annual organizational meeting. In any year in which a regular election of district Board members is conducted, the organizational meeting shall be held within a 15-day period beginning from the date upon which a Board member elected at that election takes office. During non-election years, the meeting shall be held within the same 15-day period on the calendar. (Education Code 35143)

The day and time of the annual meeting shall be selected by the Board at its regular meeting held immediately prior to the first day of the 15-day period. On behalf of the Board, the Superintendent shall notify the County Superintendent of Schools of the day and time selected. Within 15 days prior to the date of the annual meeting, the clerk of the Board, with the assistance of the Superintendent, shall notify in writing all Board members and members-elect of the date and time selected for the meeting. (Education Code 35143)

At this meeting the Board shall:

1. Elect a president, a vice-president and a clerk from its members
2. Appoint the Superintendent as secretary to the Board
3. Authorize signatures
4. Approve a schedule of regular meetings for the year and a Board governance calendar stating the time when the Board will address important governance matters
5. Designate Board representatives to serve on committees or commissions of the district, other public agencies, or organizations with which the district partners or collaborates

(cf. 9140 - Board Representatives)

6. Review and/or consider resources that define and clarify the Board's governance and leadership roles and responsibilities including, but not limited to, governance standards, meeting protocols, Board rules and bylaws, and other Board development materials

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9230 - Orientation)

(cf. 9240 - Board Training)

(cf. 9320 - Meetings and Notices)

(cf. 9323 - Meeting Conduct)

#### Election of Officers

The Board shall each year elect its entire slate of officers.

No Board member shall serve more than 2 consecutive year(s) in the same office.

(cf. 9224 - Oath or Affirmation)

The election of Board officers shall be conducted during an open session of the annual organizational meeting.

Legal Reference:

EDUCATION CODE

5017 Term of office

35143 Annual organizational meeting date, and notice

35145 Public meetings

GOVERNMENT CODE

54953 Meetings to be open and public; attendance

ATTORNEY GENERAL OPINIONS

68 Ops.Cal.Atty.Gen. 65 (1985)

59 Ops.Cal.Atty.Gen. 619, 621-622 (1976)

### Terms of Office

The Governing Board shall consist of 7 members whose terms shall be staggered so that as nearly as practicable, one half of the members shall be elected in each year in which the Board's elections are regularly held. (Education Code 35012)

(cf. 9220 - Governing Board Elections)

The term of office for Board members elected in regular elections shall be four years, commencing on the second Friday in December following their election. (Education Code 5017)

(cf. 9223 - Filling Vacancies)

(cf. 9224 - Oath or Affirmation)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

Board members whose terms have expired shall continue to discharge the duties of office until their successors have qualified by taking the oath of office. (Education Code 5017; Government Code 1302, 1360)

If a regularly scheduled Board election date is changed due to consolidation with a statewide or municipal general election, the term of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

#### Legal Reference:

##### EDUCATION CODE

5000-5033 Election of school district board members

35010 Control of district

35012 Board members; number, election and terms

35107 Eligibility

##### ELECTIONS CODE

1302 Local elections, school district election

10400-10418 Consolidation of elections

14050-14057 California Voter Participation Rights Act

##### GOVERNMENT CODE

1302 Continuance in office until qualification of successor

1303 Exercising functions of office without having qualified

1360 Necessity of taking constitutional oath

#### Management Resources:

##### WEB SITES

CSBA: <http://www.csba.org>

### Limits of Board Member Authority

The Governing Board recognizes that the Board is the unit of authority over the district and that a Board member has no individual authority. Board members shall hold the education of students above any partisan principle, group interest, or personal interest.

(cf. 1160 - Political Processes)  
(cf. 9000 - Role of the Board)  
(cf. 9005 - Governance Standards)  
(cf. 9270 - Conflict of Interest)  
(cf. 9323 - Meeting Conduct)

Unless agreed to by the Board as a whole, individual members of the Board shall not exercise any administrative responsibility with respect to the schools or command the services of any school employee. Individual Board members shall submit requests for information to the Superintendent. Board members shall refer Board-related correspondence to the Superintendent for forwarding to the Board or for placement on the Board's agenda, as appropriate.

(cf. 1340 - Access to District Records)  
(cf. 4112.6/4212.6/4312.6 - Personnel Files)  
(cf. 9011 - Disclosure of Confidential/Privileged Information)  
(cf. 9322 - Agenda/Meeting Materials)

Individual Board members do not have the authority to resolve complaints. Any Board member approached directly by a person with a complaint should refer the complainant to the Superintendent or designee so that the problem may receive proper consideration and be handled through the appropriate district process.

(cf. 1312.1 - Complaints Concerning District Employees)  
(cf. 1312.2 - Complaints Concerning Instructional Materials)  
(cf. 1312.3 - Uniform Complaint Procedures)  
(cf. 1312.4 - Williams Uniform Complaint Procedures)  
(cf. 3320 - Claims and Actions Against the District)  
(cf. 4030 - Nondiscrimination in Employment)  
(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

A Board member whose child is attending a district school should be aware of his/her role as a Board member when interacting with district employees about his/her child. Because his/her position as a Board member may inhibit the performance of school personnel, the Board member should inform the Superintendent or designee before volunteering in his/her child's classroom.

(cf. 1240 - Volunteer Assistance)



(cf. 5020 - Parent Rights and Responsibilities)  
(cf. 6020 - Parent Involvement)

The Superintendent or designee shall provide a copy of the state's open meeting laws (Brown Act) to each Board member and to anyone who is elected to the Board but has not yet assumed office.

Board members and persons elected to the Board who have not yet assumed office are responsible for complying with the requirements of the Brown Act. (Government Code 54952.1)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

7054 Use of district property

35010 Control of district; prescription and enforcement of rules

35100-35351 Governing boards, especially:

35160-35184 Powers and duties

35291 Rules

35292 Visits to schools (Board members)

51101 Rights of parents/guardians

GOVERNMENT CODE

54950-54962 The Ralph M. Brown Act, especially:

54952.1 Member of a legislative body of a local agency

54952.7 Copies of chapter to members of legislative body

Management Resources:

CSBA PUBLICATIONS

CSBA Professional Governance Standards, 2000

WEB SITES

CSBA: <http://www.csba.org>



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent of Business Services  
**DATE:** March 19, 2019  
**SUBJECT:** **Authorize the Superintendent or his Designee to Enter into a Contract as Soon as Division of State Architect Approval is Received on the West High School Stadium Athletic Field Replacement Project**

**BACKGROUND:** Government Code Section 4454 (a) states that if a project requires Division of State Architect (DSA) approval, the school district may not award the contract until the Department of General Services, Division of State Architect (DSA) has approved the project.

Due to the critical summer timeline, the school district solicited proposals from Shaw Sports Turf and AstroTurf, the two turf vendors recommended by Warren Consulting Engineers, Inc., our design professional for the project, based upon the plans and specifications. The vendors were asked to submit their proposals utilizing the California Multiple Award Schedules ("CMAS") or any other Cooperative Purchasing Agreement. Proposals were solicited on March 1, 2019; and, proposals were received on March 19, 2019. The district received seven proposals utilizing either a CMAS agreement or a National IPA (cooperative purchasing organization for public agencies /governmental entities) agreement. District staff reviewed the proposals with Warren Consulting Engineers; factors such as face yarn type, yarn thickness, carpet face weight, total carpet weight, carpet backing, warrantee, shock pad, infill, completeness of proposal, costs, and cost per turf ounce were considered.

**RATIONALE:** In order to maintain the crucial timeline on these projects, it is essential that this project be awarded at the earliest possible date. Therefore, staff is requesting that the Board authorize the Superintendent or his designee award the contract to a vendor for an amount to be reported at the 3/26/19 Board meeting utilizing a CMAS or other Cooperative Purchasing Agreement as soon as DSA approval is received.

**FUNDING:** Unrestricted General Fund/Deferred Maintenance

**RECOMMENDATIONS:** Authorize the Superintendent or his Designee to Enter into a Contract as Soon as Division of State Architect Approval is Received on the West High School Stadium Athletic Field Replacement Project

**Prepared by:** Bonny Carter, Director of Facilities and Planning



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** March 13, 2019  
**SUBJECT:** Approve Adoption of Instructional Materials for Advanced Animal Science

**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 work in agriculture- and natural resources-related enterprises, specifically to manage small and large animal food production.

A committee composed of agriculture pathway teachers selected a book and presented it 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:** Approve Adoption of Proposed Instructional Materials for Advanced Animal Science.

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** March 15, 2019  
**SUBJECT:** **Approve Tentative Agreements with the Tracy Educators Association**

**BACKGROUND:** The Master Agreement between Tracy Unified School District and Tracy Educators Association (TEA) will expire on June 30, 2020. Articles within the Master Agreement were negotiated, and Tentative Agreements were signed for the re-opener articles sunshined for 2019-2020 re-opener negotiations. The Tentative Agreements (see attached) were approved and ratified by the TEA members on various dates.

**RATIONALE:** The attached Tentative Agreements include modifications to some of the existing language in the Master Agreement between the Tracy Unified School District (District) and Tracy Educators Association (TEA) and the following salary adjustments:

- There will be a percentage increase to the salary schedule equal to the funded Cost of Living Adjustment (COLA) percentage included in the Governor's final, approved and signed state budget (estimated in January, 2019 to be 3.46%):
  - Appendix A Certificated Salary Schedule A
  - Appendix B Certificated Salary Schedule B
  - ~~Appendix C Tracy Adult School Salary Schedule Full-Time Unit Members~~
  - Appendix C.4 Tracy Adult School Salary Schedule Part-Time Unit Members
  - Appendix D Hourly Salary Schedule
  - Appendix E Supplemental Instruction

This settlement proposal is contingent on an approved State 2019-2020 budget that:

- a. does not alter the LCFF funding allocation process; and
- b. no deficit is applied to LCFF funding calculation. The increase shall be based on funded allocations received by the District from the State.
- c. If the percentage increase to the 2018-2019 base grant per ADA differs by one percent or more from the proposed 3.46%, this salary compensation agreement shall be nullified, and the parties shall meet and continue to negotiate.

- Health Benefits – no change status quo.

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

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

**RECOMMENDATION:** Approve Tentative Agreements with the Tracy Educators Association  
**Prepared by:** Tammy Jalique, Associate Superintendent of Human Resources.



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** March 15, 2019  
**SUBJECT:** Approve New TSMA Salary Agreement

**BACKGROUND:** On February 20, 2019, the Tracy Unified School District tentatively agreed with the Tracy Educators Association (TEA) the following salary increase for 2019-2020:

The District Administration recommends approval of the following increase for TSMA members:

- A percentage increase to each step and range cell of the 2019-2020 Classified/Confidential Salary Schedule (LMH), the 2019-2020 Management/Administrator Salary Schedule (LME), and the 2019-2020 Psychologist/Counselor Salary Schedule (LMP), equal to the funded Cost of Living Adjustment (COLA) percentage included in the Governor's final, approved and signed state budget (estimated in January, 2019 to be 3.46%).
- Health Benefits – no change status quo.

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

**FUNDING:** The salary increase described above will be paid from a variety of funds.

**RECOMMENDATION:** Approve New TSMA Salary Agreement.

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** March 15, 2019  
**SUBJECT:** Approve Early Childhood Fieldwork Agreement With Brandman University For Site Employees

**BACKGROUND:** The District has encouraged teacher preparation institutions to place students in our schools to fulfill their requirement for obtaining a Child Development Permit. This has aided the District in increasing the number of candidates that are available for a variety of teaching positions within the District. This agreement will remain in effect from July 01, 2019 through June 30, 2022.

**RATIONALE:** Students will be placed with permanent status teachers within our district who are willing to serve as master teachers with the approval of their site principal.

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

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

**RECOMMENDATION:** Approve Early Childhood Fieldwork Agreement With Brandman University.

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

## **EARLY CHILDHOOD EDUCATION FIELDWORK SITE AGREEMENT (for Site Employees)**

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Tracy Unified School District, hereinafter called "FIELDWORK SITE."

### **I. RESPONSIBILITIES OF THE UNIVERSITY**

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites to be eligible for fieldwork experience.
- B. The UNIVERSITY shall designate a faculty or staff member to consult, and collaborate with the supervising professional of the FIELDWORK SITE, the observations and student fieldwork experience of each student at FIELDWORK SITE.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY and the FIELDWORK SITE.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE supervisor professional in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

### **II. RESPONSIBILITIES OF THE FIELDWORK SITE**

- A. The FIELDWORK SITE shall provide field experiences in FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE and shall notify the UNIVERSITY about its course of action. The UNIVERSITY may terminate the field experience assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time.
- C. The FIELDWORK SITE will notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience/practicum.
- D. The FIELDWORK SITE shall comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.

- E. The FIELDWORK SITE acknowledges that each student under this Agreement shall be a paid employee of the FIELDWORK SITE and thus covered under the FIELDWORK SITE'S insurance policies, including Workers' Compensation, to the extent available to other employees. No student shall be considered an employee or agent of Brandman University while performing services for the FIELDWORK SITE.

### **III. THE PARTIES MUTUALLY AGREE**

- A. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- B. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- C. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this Agreement and to the addresses below.

#### **FIELDWORK SITE CONTACT INFORMATION:**

Tracy Unified School District  
1875 West Lowell Avenue  
Tracy, CA 95376  
Attn: Carmine Sousa  
Phone: (209) 830-3260 Ext. 1301

#### **UNIVERSITY CONTACT INFORMATION:**

Brandman University  
16355 Laguna Canyon Road  
Irvine, CA 92618  
Attn: School of Education, Dean  
Fax: (800) 775-0128

- D. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- E. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

### **IV. TERM AND TERMINATION OF AGREEMENT**

- A. THE TERM of this Agreement shall be effective on 07/01/2019 and continuing until 06/30/2022 (3-years maximum).



- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon ten (10) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

**SIGNATURES:**

**FIELDWORK SITE:**

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

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

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

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

**UNIVERSITY:**

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

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

Phillip L. Doolittle

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

Executive Vice Chancellor of Finance and  
Administration and Chief Financial Officer

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

Appendix A  
Payment for Supervisors at Fieldwork Site

**SPECIAL PROVISIONS – RATES and PAYMENTS**

- (a) \$50 for the supervising professional stipend per eight (8) week session of observation. Requires a total of 35 supervised contact hours for the student

METHOD OF PAYMENT: Stipend is to be paid directly to the supervisor professional at FIELDWORK SITE.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been at the assignment for a minimum of two weeks, Supervisor at the FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

At the end of the practicum session of the UNIVERSITY, the supervisor professional at the FIELDWORK SITE shall submit an invoice, by email, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session.



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** March 15, 2019  
**SUBJECT:** **Approve Early Childhood Fieldwork Agreement With Brandman University For Student Volunteers**

**BACKGROUND:** The District has encouraged teacher preparation institutions to place students in our schools to fulfill their requirement for obtaining a Child Development Permit. This has aided the District in increasing the number of candidates that are available for a variety of teaching positions within the District. This agreement will remain in effect from July 01, 2019 through June 30, 2022.

**RATIONALE:** Students will be placed with permanent status teachers within our district who are willing to serve as master teachers with the approval of their site principal.

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

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

**RECOMMENDATION:** Approve Early Childhood Fieldwork Agreement With Brandman University.

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

**EARLY CHILDHOOD EDUCATION FIELDWORK SITE AGREEMENT  
(for Student Volunteers)**

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Tracy Unified School District, hereinafter called "FIELDWORK SITE."

**I. RESPONSIBILITIES OF THE UNIVERSITY**

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites to be eligible for fieldwork experience.
- B. The UNIVERSITY shall designate a faculty or staff member to consult, and collaborate with the supervising professional of the FIELDWORK SITE, the observations and student fieldwork experience of each student at FIELDWORK SITE.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY and the FIELDWORK SITE.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE supervisor professional in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

**II. RESPONSIBILITIES OF THE FIELDWORK SITE**

- A. The FIELDWORK SITE shall provide field experiences in FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE and shall notify the UNIVERSITY about its course of action. The UNIVERSITY may terminate the field experience assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time.
- C. The FIELDWORK SITE shall notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience/practicum.
- D. The FIELDWORK SITE shall comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.

### III. THE PARTIES MUTUALLY AGREE

- A. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- B. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- C. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this Agreement and to the addresses below.

**FIELDWORK SITE CONTACT INFORMATION:**

Tracy Unified School District  
1875 West Lowell Avenue  
Tracy, CA 95376  
Attn: Carmine Sousa  
Phone: (209) 830-3260 Ext. 1301

**UNIVERSITY CONTACT INFORMATION:**

Brandman University  
16355 Laguna Canyon Road  
Irvine, CA 92618  
Attn: School of Education, Dean  
Fax: (800) 775-0128

- D. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- E. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.
- G. The parties mutually agree each shall provide and maintain commercial general liability insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance. Each certificate of insurance shall specify that should the above described policy be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- H. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- I. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

#### IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective on 07/01/2019 and continuing until 06/30/2022 (3-years maximum).
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon ten (10) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

#### SIGNATURES:

**FIELDWORK SITE:**      Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**UNIVERSITY:**      Signature: \_\_\_\_\_  
Name:      Phillip L. Doolittle  
Title:      Executive Vice Chancellor of Finance and  
Administration and Chief Financial Officer  
Date: \_\_\_\_\_

Appendix A  
Payment for Supervisors at Fieldwork Site

**SPECIAL PROVISIONS – RATES and PAYMENTS**

- (a) \$50 for the supervising professional stipend per eight (8) week session of observation. Requires a total of 35 supervised contact hours for the student

METHOD OF PAYMENT: Stipend is to be paid directly to the supervisor professional at Fieldwork Site.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been at the assignment for a minimum of two weeks, Supervisor at the FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

At the end of the practicum session of the UNIVERSITY, the supervisor professional at the FIELDWORK SITE shall submit an invoice, by email, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session.



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** March 15, 2019  
**SUBJECT:** Approve Fieldwork Agreement With Brandman University

**BACKGROUND:** The District has encouraged teacher preparation institutions to place students in our schools to fulfill their requirement for obtaining a teaching credential. This has aided the District in increasing the number of candidates that are available for a variety of teaching positions within the District. This agreement will remain in effect from August 23, 2019 through August 22, 2022.

**RATIONALE:** Students will be placed with permanent status teachers within our district who are willing to serve as master teachers with the approval of their site principal.

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

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

**RECOMMENDATION:** Approve Fieldwork Agreement With Brandman University.

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



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## SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Modesto Campus.

TEACHER EDUCATION	<input checked="" type="checkbox"/>	SCHOOL PSYCHOLOGY	<input type="checkbox"/>
SCHOOL COUNSELING	<input type="checkbox"/>	EDUCATION ADMINISTRATION	<input type="checkbox"/>

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Tracy Unified School District, hereinafter called "FIELDWORK SITE."

### I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

### II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

### **III. THE PARTIES MUTUALLY AGREE**

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

- G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Tracy Unified School District  
 1875 West Lowell Avenue  
 Tracy, CA 95376  
 Attn: Carmine Sousa  
 Phone: (209) 830-3260 Ext 1301

UNIVERSITY CONTACT INFORMATION:

Brandman University  
 16355 Laguna Canyon Road  
 Irvine, CA 92618  
 Attn: School of Education, Dean  
 Fax: (800) 775-0128

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

#### IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 08/23/2019 and shall continue in full force and effect through 08/22/2022. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

#### SIGNATURES:

FIELDWORK SITE:      Signature: \_\_\_\_\_  
                                 Name: \_\_\_\_\_  
                                 Title: \_\_\_\_\_  
                                 Date: \_\_\_\_\_

UNIVERSITY:              Signature: \_\_\_\_\_  
                                 Name:      Phillip L. Doolittle  
                                 Title:      Executive Vice Chancellor of Finance and  
                                              Administration and Chief Financial Officer  
                                 Date: \_\_\_\_\_

Appendix A  
Payment for Master Teachers for Teacher Education Fieldwork Only

**I. SPECIAL PROVISIONS – RATES and PAYMENTS**

- (a) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Master Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the MASTER TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the MASTER TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

## Appendix B

### Specific Supervision Requirements for Each Program

#### **Teacher Education Fieldwork:**

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only); when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

### **School Counseling Fieldwork:**

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
  - a. Personal and career assessments
  - b. Personal counseling experience in either an individual or group context
  - c. Experience in School-based programs serving parents and family members
  - d. Observing classroom instruction
  - e. Attending district and school based meetings
  - f. Mapping school-based community resources
  - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
  - h. Participating in professional development activities.
  - i. Participating in individual or group supervision.
  - j. Learning about and using technology and information systems.
  - k. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

### **I. Specific Supervision Requirements School Psychology Fieldwork:**

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

- a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
  - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
  - c. Developing, implementing and evaluating academic and behavioral interventions.
  - d. Providing counseling and other mental health interventions.
  - e. Home, school, community collaboration: working with parents and community members.
  - f. Learning about, helping develop, or evaluating policy, practices and programs.
  - g. Participating in professional development activities.
  - h. Participating in individual or group supervision.
  - i. Learning about and using technology and information systems.
  - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

#### **School Administration:**

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.





**TRACY**  
UNIFIED SCHOOL DISTRICT

# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** March 15, 2019  
**SUBJECT:** **Approve Revised Job Description for Professional Learning Curriculum Specialist, Teacher on Special Assignment**

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

**RATIONALE:** The existing job description for a staff development curriculum specialist, teacher on special assignment is outdated and does not adequately address the role a staff development curriculum specialist, teacher on special assignment serves in supporting teachers and improved instruction. The revised job description, which was negotiated with Tracy Educators Association, now accurately reflects the essential functions, education and experience, skills and qualifications, physical requirements and work environment for the position of Professional Learning Curriculum Specialist, Teacher on Special Assignment.

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

**FUNDING:** No additional funding required.

**RECOMMENDATION:** Approve Revised Job Description for Professional Learning Curriculum Specialist, Teacher on Special Assignment.

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

## TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

**POSITION TITLE:** Professional Learning Curriculum Specialist, Teacher on Special Assignment

**DEPARTMENT/DIVISION:** Professional Learning

**POSITION SUMMARY:** Under general supervision of the Director of Professional Learning, the Professional Learning Curriculum Specialist performs a variety of duties relating to coaching, training, and supporting principals, teachers, and sites in teaching strategies for any content area, English Learners and the application of educational technology, and closing the achievement gap. The Professional Learning Curriculum Specialist position will be filled for one school year at a time based on the needs of the District.

### **ESSENTIAL FUNCTIONS:**

1. Provides coaching, training, lesson modeling, and support to teachers at the K-5, 6-8, and 9-12 grade levels.
2. The main focus of the work day is conducting classroom visits, lesson observations and debriefings, and teaching model lessons.
3. Develops proficiency in adopted curricula.
4. Develops proficiency in educational technology.
5. Attends and conducts curricula and educational technology trainings.
6. Provides guidance for new and veteran teachers in goal setting, lesson planning, unit design, curriculum mapping and effective uses of educational technology.
7. Serves as Support Provider to Induction participants.
8. Assists in conducting Induction and Tracy Teacher Induction Program (TTIP) related activities.
9. Demonstrates classroom management strategies and routines to participating teachers.
10. Conducts workshop presentations.
11. Works effectively with minimum supervision.
12. Maintains regular and prompt attendance in the workplace.
13. Performs other related duties as assigned.

### **EDUCATION AND EXPERIENCE:**

Ability to carry out oral and written directions, read, write, and speak at a level sufficient to fulfill the duties to be performed. Must hold or be able to obtain a valid California teaching credential. Must have at least five years of successful teaching experience with a strong background in TUSD adopted curricula and English Learner strategies. Master's Degree in a curriculum area, curriculum and instruction, education, or a related field from a college and/or university accredited by a regional accrediting institution that is recognized and approved by the California Commission on Teacher Credentialing is desired. Must hold a valid California Driver's license and be able to travel throughout the District.

### **SKILLS AND QUALIFICATIONS:**

1. Knowledge of exemplary teaching skills, including, but not limited to, effective communication skills, effective leadership skills, effective teaching and educational

technology skills, and the ability to apply a range of teaching and instructional strategies to meet student needs.

2. Knowledge of, and commitment to, the application of District curricular goals and standards.
3. Knowledge of, and the ability to train others in educational technology pertaining to teaching and learning.
4. Ability to apply effective leadership skills.
5. Ability to demonstrate master teacher skills and expertise and to guide teachers in reflective conversation regarding their teaching practices.
6. Ability to demonstrate effective time management skills.
7. Knowledge of, and the ability to model, a variety of teaching and learning strategies including English Learner strategies including academic language development, sheltered instruction, and primary language (Spanish/other) development.
8. Understanding and passion for working with English learners.
9. Knowledge of the California Standards for the Teaching Profession and the California Standards.
10. Knowledge of effective classroom management strategies and routines.
11. Ability to maintain cooperative working relationships with those contacted in the course of work, apply strong communication skills, and maintain confidentiality.

#### **PHYSICAL REQUIREMENTS:**

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

1. Sit for extended periods of time.
2. Enter data/information into a computer terminal and operate standard office equipment for extended periods of time.
3. See and read a computer screen and printed matter with or without vision aids.
4. Speak so that others may understand at normal levels and on the telephone.
5. Hear and understand at normal levels and on the telephone with or without hearing aids.
6. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
7. Bend, squat, stoop and/or climb for extended periods of time.
8. Reach overhead, grasp, push/pull up to 30 pounds for short distances.
9. Lift and/or carry up to 30 pounds at waist height for short distances.

#### **WORK ENVIRONMENT:**

Employees in this position will be required to work indoors in a standard office, classroom, and/or workshop environment and come in direct contact with Tracy Unified School District staff and the public. Employee will be required to travel within the District on a regular basis. Employee may be required to travel out of the District to attend conferences and training activities.

**SALARY:** Per current TEA Master Agreement. Days worked beyond the contract year will be paid at the per diem rate. The stipend for this position shall be established at 14.76% of Class III, Step I non-adjusted salary schedule B.

**DAYS OF SERVICE:** Full-time position is teacher's contract plus a maximum of 17 extra days. Positions can be full-time, half-time, part-time (daily and hourly), Job Shares.

Board Approved: TUSD 6/25/02  
Revised: TUSD 5/27/14

TENTATIVE  
AGREEMENT

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION  
PROFESSIONAL LEARNING CURRICULUM SPECIALIST, TEACHER ON  
SPECIAL ASSIGNMENT

March 13, 2019

The Tracy Educators Association (hereafter “TEA”) and the Tracy Unified School District (hereafter “District”) do hereby agree to the following:

**TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION**

**POSITION TITLE:** ~~Staff Development~~ **Professional Learning** Curriculum Specialist for Mathematics, Teacher on Special Assignment

**DEPARTMENT/DIVISION:** ~~Staff Development~~ **Professional Learning**

**POSITION SUMMARY:** Under general supervision of the Director of **Professional Learning** ~~Staff Development~~, the ~~Staff Development~~ **Professional Learning** Curriculum Specialist for Mathematics performs a variety of duties relating to coaching, training, and supporting **principals, teachers, and sites** in teaching strategies for mathematics **any content area, English Learners** and the application of educational technology, **and closing the achievement gap**. The ~~Staff Development~~ **Professional Learning** Curriculum Specialist for Mathematics position will be filled for one school year at a time based on the needs of the District.

**ESSENTIAL FUNCTIONS:**

1. Provides coaching, training, lesson modeling, and support to teachers of mathematics at the K-5, 6-8, and 9-12 grade levels.
2. The main focus of the work day is conducting classroom visits, lesson observations and debriefings, and teaching model lessons.
3. Develops proficiency in adopted mathematics curricula.
4. Develops proficiency in educational technology.
5. Attends and conducts curricula and educational technology trainings.
6. Provides guidance for new and veteran teachers in goal setting, lesson planning, unit design, curriculum mapping and effective uses of educational technology.
7. Serves as Support Provider to ~~Beginning Teacher Support and Assessment (BTSA)~~ **Induction** participants teaching mathematics.
8. Assists in conducting ~~BTSA~~ **Induction** and Tracy Teacher Induction Program (TTIP) related activities.
9. Demonstrates classroom management strategies and routines to participating teachers.
10. Conducts workshop presentations.
11. Works effectively with minimum supervision.
12. Maintains regular and prompt attendance in the workplace.
13. Performs other related duties as assigned.

## EDUCATION AND EXPERIENCE:

Ability to carry out oral and written directions, read, write, and speak at a level sufficient to fulfill the duties to be performed. Must hold or be able to obtain a valid California teaching credential. Must have at least five years of successful ~~mathematics~~ teaching experience with a strong background in TUSD adopted ~~curriculum~~ curricula and **English Learner strategies**. ~~Must have a~~ Master's Degree in ~~mathematics~~ a curriculum area, curriculum and instruction, education, or a related field from a college and/or university accredited by a regional accrediting institution that is recognized and approved by the California Commission on Teacher Credentialing **is desired**. Must hold a valid California Driver's license and be able to travel throughout the District.

## SKILLS AND QUALIFICATIONS:

1. Knowledge of exemplary teaching skills, including, but not limited to, effective communication skills, effective leadership skills, effective ~~mathematics~~ teaching and educational technology skills, and the ability to apply a range of teaching and instructional strategies to meet student needs.
2. Knowledge of, and commitment to, the application of District curricular goals and standards.
3. Knowledge of, and the ability to train others in educational technology pertaining to teaching and learning.
4. Ability to apply effective leadership skills.
5. Ability to demonstrate master teacher skills and expertise and to guide teachers in reflective conversation regarding their teaching practices.
6. Ability to demonstrate effective time management skills.
7. Knowledge of, and the ability to model, a variety of teaching and learning **strategies including English Learner strategies including academic language development, sheltered instruction, and primary language (Spanish/other) development.**
8. **Understanding and passion for working with English learners.**
9. Knowledge of the California Standards for the Teaching Profession and the ~~Common Core~~ State-California Standards for Mathematics.
10. Knowledge of effective classroom management strategies and routines.
11. Ability to maintain cooperative working relationships with those contacted in the course of work, apply strong communication skills, and maintain confidentiality.

## PHYSICAL REQUIREMENTS:

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

1. Sit for extended periods of time.
2. Enter data/information into a computer terminal and operate standard office equipment for extended periods of time.
3. See and read a computer screen and printed matter with or without vision aids.
4. Speak so that others may understand at normal levels and on the telephone.
5. Hear and understand at normal levels and on the telephone with or without hearing aids.
6. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
7. Bend, squat, stoop and/or climb for extended periods of time.
8. Reach overhead, grasp, push/pull up to 30 pounds for short distances.
9. Lift and/or carry up to 30 pounds at waist height for short distances.

## **WORK ENVIRONMENT:**

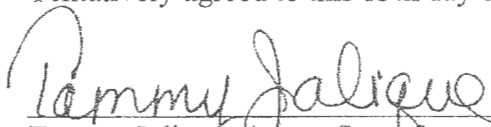
Employees in this position will be required to work indoors in a standard office, classroom, and/or workshop environment and come in direct contact with Tracy Unified School District staff and the public. Employee will be required to travel within the District on a regular basis. Employee may be required to travel out of the District to attend conferences and training activities.

**SALARY:** Per current TEA Master Agreement. Days worked beyond the contract year will be paid at the per diem rate. The stipend for this position shall be established at 14.76% of Class III, Step I non-adjusted salary schedule B.

**DAYS OF SERVICE:** Full-time position is teacher's contract plus a maximum of 17 extra days. Positions can be full-time, half-time, part-time (daily and hourly), Job Shares.

Board Approved: TUSD 6/25/02  
Revised: TUSD 5/27/14

Tentatively agreed to this 13th day of March, 2019, in Tracy, California.

  
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Tammy Jalique, Assoc. Supt. for  
Human Resources

  
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Marco Marchini, TEA Representative