

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

**DATE: TUESDAY, MAY 14, 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, J. 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/#68, #18-19/#69, #18-19/#70, #18-19/#71, #18-19/#73, #18-19/#76, #18-19/#77, #18-19/#78, #18-19/#79, #18-19/#80  |                |
|           | <b>3.3 Human Resources:</b>  |                |
|           | <b>3.3.1</b> Consider Leave of Absence Requests for Certificated Employees #UC-1159, UC-1160 and UC-1161, Pursuant to Article XX<br><b>Action:</b> Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain__              |                |
|           | <b>3.3.2</b> Accept Statement of Charges #UC 1163<br><b>Action:</b> Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain__   |                |
|           | <b>3.3.3</b> Consider Paid Leave of Absence Request for Certificated Employee #UC-1162, Pursuant to Article XX<br><b>Action:</b> Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain__                                |                |
|           | <b>3.3.4</b> Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 326, Pursuant to Article XXIII<br><b>Action:</b> Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain__                          |                |
|           | <b>3.3.5</b> Consider Public Employee/Employment/Discipline/Dismissal/Release<br><b>Action:</b> Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain__   |                |
|           | <b>3.3.6</b> Conference with Labor Negotiator  |                |

Agency Negotiator: Tammy Jalique  
Associate Superintendent of Human Resources  
Employee Organization: CSEA, TEA

**4. Adjourn to Open Session**

**5. Call to Order and Pledge of Allegiance**

**6. Closed Session Issues:**

**6a** Finding of Fact #18-19/#

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

**6b** Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees #UC-1159, UC-1160 and UC-1161, Pursuant to Article XX

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

**6c** Report Out of Action Taken on Accept Statement of Charges #UC 1163

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

**6d** Report Out of Action Taken on Consider Paid Leave of Absence Request for Certificated Employee #UC-1162, Pursuant to Article XX

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

**6e** Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 326, Pursuant to Article XXIII

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

**7. Approve Regular Minutes of April 9, 2019.**

**1-7**

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

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

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

**9.1** Recognize the West High Boys' Volleyball Team for Winning the TCAL League Title

**9.2** West High 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 on Proposed Instructional Materials for International Baccalaureate History of the Americas Courses

**8-9**

**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 (March and April, 2019) (Separate Cover Item)	<b>10</b>
<b>13.1.2</b>	Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	<b>11-12</b>
<b>13.1.3</b>	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	<b>13-16</b>
<b>13.1.4</b>	Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District	<b>17-18</b>
<b>13.1.5</b>	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2018/19 School Year	<b>19-20</b>
<b>13.1.6</b>	Approve Payroll Reports (March and April, 2019)	<b>21-29</b>
<b>13.1.7</b>	Approve Revolving Cash Fund Reports (March and April, 2019)	<b>30-33</b>
<b>13.1.8</b>	Approve Entertainment, Assembly, Service, Business and Food Vendors	<b>34-43</b>

**13.2 Educational Services:**

<b>13.2.1</b>	Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Central School, Art Freiler School, Villalovoz School, Hirsch School and Jacobson School for the 2019 -2020 School Year	<b>44-51</b>
<b>13.2.2</b>	Renew the Annual Advancement Via Individual Determination (AVID) Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, North School, Poet-Christian School, and Williams Middle School for the 2019-20 School Year	<b>52-63</b>
<b>13.2.3</b>	Approve Agreement for Special Contract Services with California State University, Stanislaus to Provide Professional Development Literacy Workshops through the Greater Valley Writing Project with an Emphasis on English Learners for Bohn Elementary for the 2019-2020 School Year	<b>64-73</b>
<b>13.2.4</b>	Approve Out of State Travel for Educational Services Staff to Present At and Attend the Model Schools Conference by the International Center for Leadership in Education in Washington, D.C., June 23-26, 2019	<b>74-75</b>

<b>13.2.5</b>	Approve Overnight Travel for Kimball High Senior Class to Attend Grad Night at Magic Mountain on May 16-17, 2019	<b>76</b>
<b>13.2.6</b>	Approve Overnight Travel for Kimball High School (KHS) HOSA: Future Health Professionals Student Members and Advisor to Participate in the International Leadership Conference (ILC) in Orlando, Florida on June 19-22, 2019	<b>77</b>
<b>13.2.7</b>	Approve Overnight Travel for the Kimball High School (KHS) Yearbook Design Students to Attend the Bay Area Yearbook Seminar at UC Santa Cruz, CA June 25-27, 2019	<b>78</b>
<b>13.2.8</b>	Approve Agreement for Special Contract Services with Community Medical Centers, Inc. to provide Mental Health Services to Kimball High School, Tracy High School, Williams Middle School Bohn Elementary School, South/West Park Elementary School and Freiler Elementary School during the 2019-2020 school year	<b>79-85</b>
<b>13.2.9</b>	Approve Agreement for Special Contract Services with Joni Dickson Garcia, LMFT to Provide Mental Health Services to TUSD Pre-Schools during the 2019-20 School Year	<b>86-89</b>
<b>13.2.10</b>	Approve Agreement for Special Contract Services with Women's Center Youth and Family Services to Provide Parenting Classes at TUSD Schools during the 2019-2020 School Year	<b>90-93</b>
<b>13.2.11</b>	Three Teachers to Attend the Professional Learning Communities at Work Institute in Las Vegas, Nevada on June 2-6, 2019	<b>94</b>
<b>13.2.12</b>	Approve Agreement for Special Contract Services with Curriculum Associates LLC for Training on IED and CIBBS Assessments for Special Education Teachers	<b>95-101</b>
<b>13.2.13</b>	Ratify Contract for Nonpublic, Nonsectarian School Services with North Valley School – Santa Rosa Division of VTC (Separate Cover Item)	<b>102</b>
<b>13.2.14</b>	Ratify Agreement for Special Contract Services with Dr. Kara Lemke for Independent Educational Evaluation/Psycho-Educational Assessment	<b>103-106</b>
<b>13.2.15</b>	Approve Teacher Residency Grant	<b>107</b>
<b>13.2.16</b>	Approve Light Grant Funding for the 2019-20 George & Evelyn Stein Continuation High School – Practical Skills to Develop Creative Interdisciplinary Literacy (Separate Cover Item)	<b>108-111</b>
<b>13.2.17</b>	Approve Overnight Travel for the Tracy High School Girls Varsity Volleyball Team to Attend the Hard Driven Volleyball Challenge Tournament in Clovis, CA on September 20-21, 2019	<b>112</b>
<b>13.2.18</b>	Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Parent Engagement Training at West High during the 2019-2020 School Year	<b>113-118</b>
<b>13.2.19</b>	Approve Overnight Travel for West High School Track Team and Three Coaches to Attend CIF State Championships on May 24–May 26, 2019	<b>119</b>
<b>13.2.20</b>	Approve Agreement for Special Contract Services with Valley Community Counseling Services (VCCS) to Provide Mental Health Services to West High School for the 2019-2020 school year	<b>120-123</b>
<b>13.2.21</b>	Approve Overnight Travel for West High School Varsity Volleyball Team for the 2019– 2020 Season	<b>124</b>

- 13.2.22** Approve Overnight Travel for 2019-2020 West High School Yearbook Staff to Attend Yearbook Camp at University of the Pacific in Stockton, CA. July 16-19, 2019 **125**
- 13.2.23** Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending April 15, 2019 **126-127**

**13.3 Human Resources:**

- 13.3.1** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment **128-130**
- 13.3.2** Approve Classified, Certificated, and/or Management Employment **131-134**

**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 0.25 Cent Increase to Meal Prices for the 2019-2020 School Year to be Compliant with the Healthy, Hunger-Free Kids Act of 2010 **135**  
**Action:** Motion\_\_\_; Second\_\_\_ **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 14.1.2** Adopt Resolution No. 18-19 Authorizing Temporary Loans between Funds for the 2019/20 School Year **136-137**  
**Action:** Motion\_\_\_; Second\_\_\_ **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 14.1.3** Adopt Resolution # 18-21, Authorizing and Defining Names to Sign Orders on School District Funds **138-140**  
**Action:** Motion\_\_\_; Second\_\_\_ **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 14.1.4** Adopt Board Bylaws to Be Compliant with CSBA Guidelines (Second Reading) **141**  
**Action:** Motion\_\_\_; Second\_\_\_ **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_

**14.2 Educational Services:** None.

**14.3 Human Resources:**

- 14.3.1** Adopt Board Policies to Be Compliant with Education Code Credentialing Requirements (First Reading) **142-145**  
**Action:** Motion\_\_\_; Second\_\_\_ **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 14.3.2** Acknowledge Receipt of California School Employees Association's (CSEA) Sunshine Proposal for the 2019-2020 School Year. **146-147**  
**Action:** Motion\_\_\_; Second\_\_\_ **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 14.3.3** Approve Declaration for a Provisional Internship Permit **148-149**  
**Action:** Motion\_\_\_; Second\_\_\_ **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 14.3.4** Authorize the Declaration of Need for the 2019-2020 School Year **150-153**  
**Action:** Motion\_\_\_; Second\_\_\_ **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 14.3.5** Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2019-2020 School Year **154-155**  
**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** May 28, 2019

**17.2** June 11, 2019

**17.3** June 25, 2019

**18. Upcoming Events:**

**18.1** May 24, 2019

Last Day of School

**18.2** May 25, 2019

Graduation: Tracy, West, Kimball

**18.3** August 6, 2019

First Day of School for 2019-2020

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

**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, April 9, 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 Report Out of Action Taken On Conference With Legal Counsel  
- Existing Litigation (G.C. 54956.9(A))  
- Yamada Bros v. TUSD  
- Authorize Settlement Terms  
**Action:** **Vote:** Yes-7; No-0.
- 6b Finding of Fact #18-19/#62, #18-19/#63, #18-19/#64, #18-19/#65, #18-19/#66, #18-19/#67  
**Action:** Costa, Pekari. **Vote:** Yes-7; No-0.
- 6c Report Out of Action Taken on PE Exemptions: WHS – 10343515; THS 2019/2020 school year - 10338365  
**Action:** **Vote:** Yes-7; No-0.
- 6d Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employee #UC-1158, Pursuant to Article XX  
**Action:** **Vote:** Yes-7; No-0.
- 6e Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 324, Pursuant to Article XXIII  
**Action:** **Vote:** Yes-7; No-0.
- 6f Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 325, Pursuant to Article XXIII  
**Action:** **Vote:** Yes-7; No-0.
- Minutes:** **Approve Regular Minutes of March 26, 2019**  
**Action:** Kaur, Alexander. **Vote:** Yes-7 ; No-0.
- Employees Present:** M. Romo, B. Keller, A. Gossette, J. Yasemsky, B. Maslyar, R. Riddle, K. Patchen, J. Nott, M. Petty, R. Pecot, S. Lee, K. Felisberto, A. Lee, D. Bellomo, L. Flores, C. Munger, J. Nott K. Smith B. Jones, T. Stutz, M. Masuda, J. Gust, R. Newton, H. Harmsen
- Press:** None.

**Visitors Present:** L. Jimenez, G. Oliveri, B. Mendez, A. Villela, A. Barba, L. Martino, L. Valadez, G. Coronado,

**Student Rep Reports:** **Kimball High:** Gabriel Coronado commented that the prom was a huge success. Everyone dressed up. The new ASB officers were elected. Yellow hearts were placed around school. Everyone wrote inspiring messages around campus and all wore yellow on Friday. Spring sports are off to a great start with a rally. Currently, they are on a block schedule for CAASP testing. The juniors and seniors are busy and senior year is flying by while students are preparing to graduate. The baseball and softball teams are playing hard. The swim team and track are off to a good start. In theatre, *West Side Story* was an outstanding and had great attendance. The final shows are this weekend.

**Stein High:** Krithne Frias reported that Stein had 40 graduates so far this year. She just graduated and presented her professional portfolio to the interview panel. Students contributed 400 community service hours to the City of Tracy. They have their first online yearbook and students created their personal pages online. On March 27<sup>th</sup> they hosted their first annual career and college fair. All students were able to attend including their family members during school and after school. There were 18 college and career organizations including the military, Delta College and Beauty College. Students hosted 2 blood drives for both staff and students. The TYAP program participates in workability and one of the students was recommended for their hard work and got a job at Chili's. Each month they have at least 2 speakers regarding college and career. This week the speaker was from the Academy of Art.

**West High:** Briana Mendez and Alexis Villela commented that their prom was at the San Francisco Exploratorium. The night was full of great food that was delicious, lots of dancing and memories. Last week was SBAC testing and assemblies. The GSA Club recently attended an LBGTQ conference in San Francisco and put a fun twist on the prom and held their own before joining the rest of the group. Boys' Volleyball took first place title for TCAL. They are looking forward to Relay for Life on May 4 at Lincoln Park. Students were lucky to spend time with Mr. A and thanked him for taking leadership teacher to dinner. They wished everyone a great spring break.

**Tracy High:** Alyssa Barba commented that spring fever is here. Students are happy and enjoyed putting together prom last weekend at the Scottish Rite. They had a delicious dinner and dancing with just under 600 students that attended. It was a night to remember. This past week they had elections for a new ASB cabinet. She will miss coming here every month. Class elections are this month. This Friday is the annual Special Ed Luau Dance. All classes from different districts come and dance with the leadership class. Spring sports are in full swing. The softball team is undefeated and play St. Mary's today. Ava Cavallaro broke the school record in shot put.

**Poet Christian School:** Jasmine Oliveri Doan and Ava Mendoza presented a power point about Poet. It was originally established as a K-5 and then changed to a K-8. The leadership students told about their favorite subject and what they love



about poet. They reviewed events held over the year including the carnival, fundraisers, Halloween boo grams, and end of trimester middle school celebrations that included nachos for students. They each spoke about their community service project at the Stockton Animal Shelter. They told about themselves and then talked about the book and the author, James Herriot. They explained the organization of their project. The original goal was to raise \$350 and they ended up with \$378. They showed pictures from their bake sale and purchasing supplies and donations. They used half of their donations to purchase equipment and the rest they let them decide how to use it.

**Williams Middle School:** David Garcia, Ryan Corpus, Emerson Leiske, Amanda Beteta, and Manroop Dhami reported that Williams held a rally to welcome the 6<sup>th</sup> graders at the beginning of year. The students received a welcome bag of treats. They elected new ASB officers and showed pictures of them. They held team bonding and attended a ropes course and had fun. They also had a color battle run to raise funds, a haunted hallway and dances. Students raised money to attend Science Camp. They have various clubs at Williams and students will perform *Beauty and the Beast*. Some of their clubs include art, chess and recycling. Academic teams include Math Counts, Math Olympiad and Science Olympiad. For community service they held a canned food drive for Brighter Christmas. Every other week students pick up trash and recycle cans and bottles. To honor veterans, students wrote essays. They created a chain of thanks for the veterans and rock painted and sent to the veterans' hospital. Activities include rallies, Disney Day, spirit day, crazy hat day and country day. In music, students performed at the Grand Theatre. Student enjoyed science night. They enjoy nature class and explore outside. Students also enjoy basketball, recognitions, art show and honor roll assemblies. PE records were broken by many students.

## **Recognition & Presentations:**

### **9.1 Recognize the Outstanding Employees of the Spring Term for the 2018-2019 School Year**

The Board recognized the following employees of the term: Julie Wimberley (9-12), Deborah Coker (6-8) and Holly Harmsen (K-5) as Outstanding Certificated Employees; Debra Goulart (9-12) and Mona Martin (6-8) and Kyle Everhart (K-5) as Outstanding Classified Employees and Molly Long as the Outstanding Management Employee for the Spring Term of the 2018-2019 school year.

### **9.2 Kimball High School Presentation**

Principal, Ben Keller, presented a power point. They have worked on a new mission and vision statement to align with the district. He reviewed activities and commented that the Kimball High play is fantastic and all are invited to come out and see it. Last Fall they performed *The Lion King* and now playing is *West Side Story*. ASB leadership put on outstanding rallies and dances. Their Jaguar Project is a great program. Their athletic programs are on their way up. Varsity Baseball invited students from the special ed classes to watch a game and brought them Jaguar gear. AVID is growing and has very committed teachers. The CTE programs include a new Home Economics course, a pathway for Modern Carpentry and the Medical Academy has its first cohort graduating in 2019-20. The Special Education initiative is in transition and will start in the 2019-20 school year. The marquee was finally finished last August with the support of Leprino Foods and the PTSA. This year they went through the WASC accreditation

process. Their chairman had been on many committees and was impressed by their welcome which included their fight song, a cheer routine, a preview of West Side Story and dinner by the PTSA. They have great professional development and focus on team building and relationships. It included competition of gingerbread houses and an escape room.

<b>Information &amp; Discussion Items:</b>	<b>10.1 Administrative &amp; Business Services:</b> None.
<b>Hearing of Delegations</b>	11. None.
<b>Public Hearing:</b>	<b>12.1 Administrative &amp; Business Services:</b> None.
<b>Consent Items:</b>	<p><b>13. Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.</b>  <b>Action:</b> As amended. 13.1.1. Costa, Kaur. <b>Vote:</b> Yes-7; No-0.</p> <p><b>13.1 Administrative &amp; Business Services:</b></p> <p><b>13.1.1</b> Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda</p> <p><b>13.1.2</b> Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District</p> <p><b>13.1.3</b> Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2018/19 School Year</p> <p><b>13.1.4</b> Approve Entertainment, Assembly, Service, Business and Food Vendors</p> <p><b>13.1.5</b> Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda</p> <p><b>13.2 Educational Services:</b></p> <p><b>13.2.1</b> Approve Out of State Travel for Julianna Stocking to Attend the AVID District Leadership Training in Denver, CO, July 17th through 19th, 2019</p> <p><b>13.2.2</b> Approve Agreement for Special Contract Services with Axis Community Health to Provide Mental Health Services to 5 School Sites and Summer Bridge Program during the 2019-20 School Year</p> <p><b>13.2.3</b> Approve Agreement for Special Contract Services With the Child Abuse Prevention Council to Provide Suicide Prevention Services to Comprehensive High Schools in the 2019-2020 School Year</p> <p><b>13.2.4</b> Approve Agreement for Special Contract Services with Karen McCrary, AMFT to Provide Anger Management Classes to TUSD Students during the 2019-2020 School Year</p> <p><b>13.2.5</b> Approve Agreement for Special Contract Services with Karen McCrary, MFTI, to Provide Mental Health Services to 2 School Sites during the 2019-2020 School Year</p> <p><b>13.2.6</b> Approve Out of State Travel for Three Poet-Christian School Teachers and One Administrator to Attend the Model Schools Conference in</p>

Washington, DC on June 23-26, 2019

- 13.2.7 Approve Agreement for Special Contract Services with Point Break Adolescent Services to Provide Mandatory Substance Abuse Counseling Services to Students for the 2019-2020 School Year
- 13.2.8 Approve Agreement for Special Contract Services with Jen Schrotenboer, MS, MHC, SpEd to Provide Mental Health Services to Villalovoz Elementary School for the 2019-2020 School Year
- 13.2.9 Approve Overnight Travel for the Tracy High School Choir to Participate in a Soundtrack Recording Workshop and Perform in a Disneyland Parade in Anaheim, CA on April 18-20, 2019
- 13.2.10 Approve Agreement for Special Contract Services with the History Project, University of California, Davis to Provide 6-12 History-Social Science Teachers Professional Learning Focused on the new History-Social Science Curriculum Framework and the Adopted Instructional Materials
- 13.2.11 Approve Agreement for Special Contract Services with Valley Community Counseling Services (VCCS) to Provide Mental Health Services to Central Elementary School for the 2019-2020 School Year
- 13.2.12 Approve Agreement for Special Contract Services with Valley Community Counseling Services (VCCS) to Provide Mental Health Services to Jacobson Elementary School for the 2019-2020 School Year
- 13.2.13 Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to George Kelly School for the 2019-2020 School Year
- 13.2.14 Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to North School for the 2019-2020 School Year
- 13.2.15 Approve Out of State Travel for Educational Services Staff to Attend the Houghton Mifflin Harcourt (HMH) Executive Leadership Council in Boston, MA, May 20-22, 2019
- 13.2.16 Approve Agreement for Special Contract Services with Panorama Education, Inc. to Provide the Student Success Platform Software, Licensing, Implementation, Support and Training of School Staff at 13 Schools During the 2019-20 School Year
- 13.2.17 Ratify Contract with Winsor Learning, Inc. for Training on Sonday System 1 and 2 for Special Education Teachers

**13.3 Human Resources:**

- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment

**Action Items:**

**14.1 Administrative & Business Services:**

- 14.1.1 Adopt Board Policies to Be Compliant with CSBA Guidelines (Second Reading)

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

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

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

- 14.1.3** Adopt Resolution No. 18-18 Authorizing the Projects and Filing of Applications for Funding under the Full-Day Kindergarten Facilities Grant Program  
**Action:** Pekari, Costa. **Vote:** Yes-7; No-0.
- 14.1.4** Adopt Resolution No. 18-20 Authorizing Transfer of Real Property  
**Action:** Costa, Kaur. **Vote:** Yes-7; No-0.
- 14.2** **Educational Services:** None.
- 14.3** **Human Resources:**
- 14.3.1** Adopt Resolution 18-17, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds  
**Action:** Costa, Silcox. **Vote:** Yes-7; No-0.
- 14.3.2** Approve Declaration for a Provisional Internship Permit  
**Action:** Pekari, Alexander. **Vote:** Yes-7; No-0.

**Board Reports:**

Trustee Silcox commented that the boys' volleyball programs are going well and he attended the West High v. Lincoln game and West won 30-1. They also beat St. Mary's the week before. Tracy High also beat Lincoln. They were exciting games and the coaches were very positive. Trustee Souza commented that the Boys and Girls Club recognition was amazing. The Williams art show was last night and very powerful. The students at Poet Christian held a book drive for students in foster care. One of the students wrote her a thank you letter. She wanted to remind people that there is an IEP informational event from 6:00-8:00 on the 11<sup>th</sup>. Trustee Kaur also attended The Boys & Girls Club's amazing event. She also attended the Baisakhi event to celebrate the harvest season. Trustee Alexander thanked everyone for coming out. He was approached by the transportation commission about providing free transportation for all of our kids in the district. This might be a project for the future. Trustee Costa attended the West High music performance which was a fundraiser for first responders. They had a lot of fun and did a great job. The music program at West High has really grown in the last few years. She is on the Tracy Parks and Recreation Commission. They discussed the Joe Wilson pool. It was revamped and there were a lot of complaints about not enough shade. This year there are several permanent structures and several new umbrellas in the area. Legacy Fields have been used this year and are very nice. They are starting construction of new shade areas, security trees and lighting. Also, the summer activity guide is out. A master plan is being updated and there is a new plan to have a nature park. Trustee Pekari attended the Boys and Girls Club and appreciated the dinner. It is a great partnership and they recognized TUSD for their support in helping out with the funding gap that they had. They service 800 children and will be open while TUSD is on spring break. It is a mutual partnership. He also attended the TUSD math night at Monte Vista Middle School. Monte Vista finished 2<sup>nd</sup> out of 35 teams in San Joaquin County for the math Olympiad. We have many things to be proud of. Last night was the Williams Middle School art show. They brought in some music and the students who played did a great job. Trustee Abercrombie wished everyone a Happy Easter. Our next meeting will be in May. Earth Day event is on April 27<sup>th</sup> at city hall from 9:00-12:00. They are asking students to provide Earth Day posters and will select a winner who will get a bicycle.

**Superintendent  
Report:**

Dr. Stephens saw *Treasure Island* at George Kelly School. On Saturday Night he attended West Side Story at Kimball. Students do an outstanding job.

**Adjourn: 8:24 pm**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** April 30, 2019  
**SUBJECT:** **Receive Report on Proposed Instructional Materials for International Baccalaureate History of the Americas Courses**

**BACKGROUND:** International Baccalaureate (IB) History of the Americas I and History of the Americas II are courses in the International Baccalaureate Programme at Tracy High School. The International Baccalaureate Diploma Programme establishes curriculum frameworks for all IB courses but does not prescribe instructional materials; that decision is reserved for local school districts.

The District Instructional Media Services Director, the IB coordinator, the IB History instructors, and an Assistant Principal from Tracy High School met to develop criteria for selecting these instructional materials. The course instructors reviewed available programs, then narrowed the evaluation to two programs for each topic under study. Using a variety of tools to evaluate instructional materials at the textbook and the unit/chapter level, the IB History instructors selected a set of instructional materials that addressed the required content for the courses.

This selection was presented to the Curriculum Council on April 30, 2019. The Curriculum Council is recommending:

	<b>Title</b>	<b>Author(s)</b>	<b>Publisher/ Copyright</b>
History of the Americas I	<i>A People &amp; A Nation, 11<sup>th</sup> edition</i>	Kamensky, et al.	Cengage, 2019
	<i>Latin America: An Interpretive History, 10<sup>th</sup> Edition</i>	Charlip, Burns	Pearson, 2017
	<i>Major Problems in American History Volume I: to 1877</i>	Cobbs, Blum (editors)	Cengage, 2017



	<b>Title</b>	<b>Author(s)</b>	<b>Publisher/ Copyright</b>
History of the Americas II	<i>Making America: A History of the United States, 7<sup>th</sup> edition</i>	Berkin, et al.	Cengage, 2019
	<i>History of the Americas, 1880-1981</i>	Mamaux et al.	Oxford, University Press, 2015
	<i>The Mexican Revolution 1884-1940</i>	Benson et al.	Hodder Education, 2014
	<i>The Move to Global War</i>	Rogers et al.	Oxford University Press, 2015

Community members have been made aware of the adoption process and this recommendation through newspaper announcements and a public review period of materials at the Instructional Media Center.

**RATIONALE:** The set of instructional materials being recommended for adoption demonstrates the highest correlation to the following evaluation criteria:

- Is well-aligned to the new curriculum topics and concepts in the IB History of the Americas course exams, including a global perspective on the history of North and South America, independence movements, revolutions, and war
- Presents opportunities for rigorous practice of close reading, writing, and source evaluation
- Includes rich sets of primary source documents for reading and interpretation

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

**FUNDING:** Funding for the purchase of recommended materials not to exceed \$50,000 will be provided by Local Control Funding Formula funds reserved for the purchase of instructional materials.

**RECOMMENDATION:** Receive Report on Proposed Instructional Materials for International Baccalaureate History of the Americas Courses

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



# BUSINESS SERVICES MEMORANDUM

---

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**DATE:** May 1, 2019  
**SUBJECT:** Approve Accounts Payable Warrants (March and April, 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 (March and April, 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:** May 1, 2019  
**SUBJECT:** **Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

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

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

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

**BUSINESS SERVICES  
FACILITIES DEVELOPMENT DEPARTMENT  
MEASURE B BOND  
May 14, 2019  
SUMMARY OF SERVICES**

---

A. Vendor: ACME Construction Company, Inc.  
Site: Central Elementary School Renovation  
Item: Change Order #8 - Ratify  
Services: Scope of work documented on the change order summary.  
Cost: \$934.00 Deduction from contingency allowance previously included in contract.  
Project Funding: Measure B Bond Fund, State School Facilities Program

---



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** May 6, 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**  
**May 14, 2019**  
**SUMMARY OF SERVICES**

---

A. Vendor: Illuminate Education  
Site: Tracy Unified School District  
Item: Master Services Agreement  
Services: Annual license for the student assessment data warehouse and related training. Agreement also includes assessment scanning and scoring.  
Cost: \$72,729.00  
Project Funding: General Fund

---

B. Vendor: MSDSonline  
Site: District Wide  
Item: Year Three of a Three Year Service Agreement  
Services: Unlimited MSDS database searches and assistance configuring the online system to suit the needs of the District. Includes customer care and technical support.  
Cost: \$7,965.00 annually  
Project Funding: Environmental Compliance

---

C. Vendor: Interquest Detection Canines  
Site: District-wide  
Item: Agreement  
Services: Contraband detection canine inspections and consulting services using non-aggressive detection canines to detect illegal drugs, alcoholic beverages, gunpowder based products and various over the counter and prescription medications.  
Cost: \$420.00 per visit for a total of 24 full day visits.  
Project Funding: General Fund

---

D. Vendor: School Innovations & Achievement, Inc.  
Site: District-wide  
Item: Year Three of a Three Year Service Agreement  
Services: Compilation and preparation of the school accountability report cards (SARC), as required by the California Education Code Section 35160, for the 2016/17, 2017/18, and 2018/19 school years.  
Cost: \$56,300 (pre-paid for the duration of the agreement)  
Project Funding: General Fund

---

E. Vendor: Stericycle  
Site: District-wide  
Item: Year Two of a Five Year Agreement (Expires May 31, 2023)  
Services: Hazardous drug and phlebotomy sharps container disposal.  
Cost: <\$11,500.00  
Project Funding: General Fund/Health Services

---



---

F. Vendor: CollegeBoard  
Site: District-wide  
Item: College Readiness and Success Contract - Ratify  
Services: TUSD provides the PSAT test for all grade 8 and grade 10 students. Students and school staff can use the results of these tests to prepare for the PSAT/NMSQT taken in grade 11 and the SAT taken in grade 12. By entering into an agreement with CollegeBoard, the district receives a discounted price for the tests.  
Cost: \$28,296.50  
Project Funding: LCAP

---

G. Vendor: City of Tracy  
Site: Tracy Unified School District  
Item: Year Two of a Five Year Police Service Agreement (Expires July 1, 2023)  
Services: The District will continue to provide increased safety at its public schools by utilizing three Tracy City Police Department Officers as School Resource Officers.  
Cost: The District will compensate the City at one-half the rate of pay for each SRO per the Tracy Police Officer's Association MOU. Not to exceed \$250,000.00  
Project Funding: General Fund

---

H. Vendor: Paradigm Healthcare Services  
Site: District-wide  
Item: Year One of a Three Year Service Agreement (expires June 30, 2022)  
Services: Paradigm assists in capturing dollars for Medi-cal billing services already being performed.  
Cost: No direct cost to district. Funds generated are distributed to the participating departments based on Department of Health Care Services reimbursements after Paradigm takes 13.5% up to \$500,000, 12% from \$500,001 up to \$1,000,000 or 10% in excess of \$1,000,000.  
Project Funding: NA

---

I. Vendor: Dryco  
Site: West High School  
Item: Agreement  
Services: Contractor to demolish and remove existing concrete and replace with new concrete and truncated domes, signage, striping and asphalt to create ADA accessible pathway from West High School Stadium to W. Lowell Avenue.  
Cost: \$59,961.00  
Project Funding: Unrestricted General Fund/ Deferred Maintenance

---

---

J. Vendor: RJ-Inc. dba RJ Commercial Flooring Company  
Site: Adult School  
Item: Agreement  
Services: Contractor to remove and dispose of existing carpet and base in selective classrooms, floor prep and installation of new carpet and rubber base in those selected classrooms.  
Cost: \$17,487.00  
Project Funding: Adult Ed Program

---

K. Vendor: Restoration Management  
Site: South/West Park Elementary  
Item: Proposal - Ratify  
Services: Contractor to remove sewage from under kitchen crawl space, treat soil, install new insulation and repair leaking pipe.  
Cost: \$17,591.27  
Project Funding: Unrestricted General Fund/ Deferred Maintenance

---

L. Vendor: Airtex.com, Inc.  
Site: District Education Center  
Item: Change Order #1  
Services: Contractor to provide and install three (3) Toshiba Variable Frequency Drives for three specified air conditioning units.  
Cost: \$8,396.94  
Project Funding: Unrestricted General Fund/Deferred Maintenance

---

M. Vendor: W.C. Maloney & Professional Asbestos and Lead Services, a Joint Venture  
Site: Tracy High School – New Parking Lot  
Item: Notice of Completion  
Services: Contractor provided the abatement and demolition of all the Stereo Shop structures in preparation for the future parking lot.  
Cost: \$131,000.00 Change Orders: \$0 Final Contract: \$131,000.00  
Project Funding: State School Facilities Funds-Project Savings from Various Projects

---



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** March 15, 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:

Art Freiler Elementary School:

1. Tracy Unified School District/Freiler Elementary School: From the Freiler Staff Parent Association (FSPA) for the amount of \$1,256.12 (ck. #5262 - \$172.72, ck. #5274 - \$837.83, ck. #3088 - \$245.57). This donation will go towards teacher supplies.

George Kelly Elementary School:

1. Tracy Unified School District/Kelly Elementary School: From Target Field Trips/Scholarship America for the amount of \$700.00 (ck. #417523). This donation is a field trip grant that will benefit the 2<sup>nd</sup> graders at Kelly School.

Kimball High School:

1. Tracy Unified School District/Kimball High School: From We Pay for the amount of \$4,696.28 (ck. #0032414529). This donation was raised using the Snap Raise platform and it will be used to purchase new varsity uniforms for Kimball High School's softball team.
2. Tracy Unified School District/Kimball High School: From We Pay for the amount of \$2,279.20 (ck. #0032060391). This donation was raised using the Snap Raise platform and it will be used to purchase new lane flags for the Kimball High School swim team.
3. Tracy Unified School District/Kimball High School: From We Pay for the amount of \$861.25 (ck. #0032600944). This donation was raised using the Snap Raise platform and it will be used to purchase shirts and tennis balls for Kimball High School's tennis team.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Jacket Back Embroidery for the amount of \$1,000.00 (ck. #3719). This donation will benefit Tracy High School athletics.
2. Tracy Unified School District/Tracy High School: From the Tracy Breakfast Lions Club for the amount of \$500.00 (ck. #1174). The donation stems from proceeds during a cioppino dinner and it will benefit Tracy High Schools Future Farmers of America program (FFA).
3. Tracy Unified School District/Tracy High School: From the Tracy High Baseball Boosters, Inc. for the amount of \$5,509.16 (ck. #1184). This donation will benefit Tracy High School's athletic program.
4. Tracy Unified School District/Tracy High School: From Steven and Amanda Nelson for the amount of \$500.00 (ck. #1229). This donation is a contribution to the Preston-Nelson Scholarship for the 2018-2019 school year.
5. Tracy Unified School District/Tracy High School: From Patricia E. Robidart for the amount of \$2,000.00 (ck. #2453). This donation is a contribution to the Joe Alvarez Scholarship for the 2019-2019 school year.

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

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

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

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** May 14, 2019  
**SUBJECT:** **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2018/19 School Year**

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

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

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

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

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



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

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





# BUSINESS SERVICES MEMORANDUM

---

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** May 1, 2019  
**SUBJECT:** Approve Payroll Reports (March and April, 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 (March and April, 2019).

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

Pay Date 03/08/2019

## LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	470,516.01	Teachers' Salaries
		1200	1,769.10	Cert Pupil Support Salaries
		1900	71,378.60	Other Certificated Salaries
		2100	164,158.37	Instructional Aides' Salaries
		2200	107,746.87	Classified Support Salaries
		2400	30,258.66	Clerical & Office Salaries
		2900	7,823.26	Other Classified Salaries
		<b>Total Labor</b>	<b>853,650.87</b>	
Fund	01	SACS Object	Amount	
		3101	65,186.62	STRS On 1000 Salaries
		3201	274.54	PERS On 1000 Salaries
		3202	7,623.60	PERS On 2000 Salaries
		3301	9,693.29	
		3302	16,532.12	
		3501	271.45	State Unemploy On 1000 Salary
		3502	154.92	State Unemploy On 2000 Salary
		3601	10,290.34	Worker'S Comp Ins On 1000 Sal
		3602	5,867.46	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>115,894.34</b>	
Fund	11	SACS Object	Amount	
		1100	14,965.92	Teachers' Salaries
		1200	1,296.41	Cert Pupil Support Salaries
		2100	494.95	Instructional Aides' Salaries
		2400	273.76	Clerical & Office Salaries
		<b>Total Labor</b>	<b>17,031.04</b>	
Fund	11	SACS Object	Amount	
		3101	1,402.94	STRS On 1000 Salaries
		3202	89.39	PERS On 2000 Salaries
		3301	297.15	
		3302	58.81	
		3501	8.13	State Unemploy On 1000 Salary
		3502	0.39	State Unemploy On 2000 Salary
		3601	307.81	Worker'S Comp Ins On 1000 Sal
		3602	14.55	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>2,179.17</b>	

Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	2100	4,133.02	Instructional Aides' Salaries
	<b>Total Labor</b>	<b>4,133.02</b>	
Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	3102	8.68	STRS On 2000 Salaries
	3202	33.29	PERS On 2000 Salaries
	3302	168.25	
	3502	2.07	State Unemploy On 2000 Salary
	3602	78.21	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>290.50</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	2200	26,051.96	Classified Support Salaries
	<b>Total Labor</b>	<b>26,051.96</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	3202	1,100.83	PERS On 2000 Salaries
	3302	1,300.74	
	3502	13.06	State Unemploy On 2000 Salary
	3602	493.16	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>2,907.79</b>	

ESCAPE **ONLINE**

Pay Date 03/29/2019

## LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	4,839,508.06	Teachers' Salaries
		1200	290,687.50	Cert Pupil Support Salaries
		1300	558,071.19	Cert Suprvsrs' & Admins' Sal
		1900	108,717.10	Other Certificated Salaries
		2100	434,388.50	Instructional Aides' Salaries
		2200	756,153.37	Classified Support Salaries
		2300	172,618.07	Class Suprvsrs' & Admins' Sal
		2400	436,818.94	Clerical & Office Salaries
		2900	43,595.34	Other Classified Salaries
		<b>Total Labor</b>	<b>7,640,558.07</b>	
Fund	01	SACS Object	Amount	
		3101	914,846.10	STRS On 1000 Salaries
		3102	4,359.77	STRS On 2000 Salaries
		3201	31,827.94	PERS On 1000 Salaries
		3202	315,983.36	PERS On 2000 Salaries
		3301	85,898.25	
		3302	131,324.03	
		3401	639,806.84	
		3402	263,701.29	
		3501	2,898.10	State Unemploy On 1000 Salary
		3502	920.75	State Unemploy On 2000 Salary
		3601	109,725.17	Worker'S Comp Ins On 1000 Sal
		3602	34,895.10	Worker'S Comp Ins On 2000 Sal
		3701	67,421.28	
		3702	33,631.37	
		<b>Total Contributions</b>	<b>2,637,239.35</b>	
Fund	11	SACS Object	Amount	
		1100	13,095.89	Teachers' Salaries
		1300	10,368.94	Cert Suprvsrs' & Admins' Sal
		2100	4,672.82	Instructional Aides' Salaries
		2400	15,051.86	Clerical & Office Salaries
		<b>Total Labor</b>	<b>43,189.51</b>	
Fund	11	SACS Object	Amount	
		3101	3,820.07	STRS On 1000 Salaries
		3202	3,562.70	PERS On 2000 Salaries
		3301	311.71	
		3302	1,495.38	
		3401	1,513.14	
		3402	2,350.41	
		3501	11.72	State Unemploy On 1000 Salary
		3502	9.87	State Unemploy On 2000 Salary
		3601	444.14	Worker'S Comp Ins On 1000 Sal
		3602	373.36	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>13,892.50</b>	

Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	1300	816.55	Cert Suprvsrs' & Admins' Sal
	2100	9,004.44	Instructional Aides' Salaries
	2400	3,694.82	Clerical & Office Salaries
	<b>Total Labor</b>	<b>13,515.81</b>	
Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	3101	132.93	STRS On 1000 Salaries
	3102	392.10	STRS On 2000 Salaries
	3202	1,589.92	PERS On 2000 Salaries
	3301	10.93	
	3302	769.99	
	3401	78.44	
	3402	1,178.98	
	3501	0.41	State Unemploy On 1000 Salary
	3502	6.38	State Unemploy On 2000 Salary
	3601	15.46	Worker'S Comp Ins On 1000 Sal
	3602	240.38	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>4,415.92</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	2200	121,064.80	Classified Support Salaries
	2300	35,035.02	Class Suprvsrs' & Admins' Sal
	2400	12,911.49	Clerical & Office Salaries
	<b>Total Labor</b>	<b>169,011.31</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	3202	25,681.44	PERS On 2000 Salaries
	3302	11,733.94	
	3402	16,194.40	
	3502	84.57	State Unemploy On 2000 Salary
	3602	3,198.99	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>56,893.34</b>	

ESCAPE ONLINE

Pay Date 04/10/2019

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	456,722.17	Teachers' Salaries
		1200	1,307.98	Cert Pupil Support Salaries
		1900	1,135.52	Other Certificated Salaries
		2100	34,373.33	Instructional Aides' Salaries
		2200	108,073.98	Classified Support Salaries
		2400	19,944.97	Clerical & Office Salaries
		2900	5,471.87	Other Classified Salaries
		<b>Total Labor</b>	<b>627,029.82</b>	
Fund	01	SACS Object	Amount	
		3101	50,873.74	STRS On 1000 Salaries
		3201	154.43	PERS On 1000 Salaries
		3202	8,273.49	PERS On 2000 Salaries
		3301	8,255.60	
		3302	10,583.27	
		3501	229.15	State Unemploy On 1000 Salary
		3502	83.84	State Unemploy On 2000 Salary
		3601	8,691.02	Worker'S Comp Ins On 1000 Sal
		3602	3,177.32	Worker'S Comp Ins On 2000 Sal
		3702	696.00-	
		<b>Total Contributions</b>	<b>89,625.86</b>	
Fund	11	SACS Object	Amount	
		1100	14,448.72	Teachers' Salaries
		1200	1,307.98	Cert Pupil Support Salaries
		2100	418.67	Instructional Aides' Salaries
		2400	1,394.95	Clerical & Office Salaries
		<b>Total Labor</b>	<b>17,570.32</b>	
Fund	11	SACS Object	Amount	
		3101	1,384.53	STRS On 1000 Salaries
		3202	75.61	PERS On 2000 Salaries
		3301	281.91	
		3302	138.75	
		3501	7.88	State Unemploy On 1000 Salary
		3502	0.91	State Unemploy On 2000 Salary
		3601	298.25	Worker'S Comp Ins On 1000 Sal
		3602	34.32	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>2,222.16</b>	



Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	2100	3,484.59	Instructional Aides' Salaries
	2400	194.16	Clerical & Office Salaries
	2900	126.47	Other Classified Salaries
	<b>Total Labor</b>	<b>3,805.22</b>	
Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	3202	87.09	PERS On 2000 Salaries
	3302	182.86	
	3502	1.91	State Unemploy On 2000 Salary
	3602	72.03	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>343.89</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	2200	22,833.09	Classified Support Salaries
	<b>Total Labor</b>	<b>22,833.09</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	3202	1,126.84	PERS On 2000 Salaries
	3302	1,164.05	
	3502	11.39	State Unemploy On 2000 Salary
	3602	432.16	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>2,734.44</b>	

ESCAPE ONLINE

Pay Date 04/30/2019

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	4,829,120.07	Teachers' Salaries
		1200	293,988.41	Cert Pupil Support Salaries
		1300	554,115.67	Cert Suprvsrs' & Admins' Sal
		1900	110,764.92	Other Certificated Salaries
		2100	432,336.08	Instructional Aides' Salaries
		2200	756,195.46	Classified Support Salaries
		2300	187,417.66	Class Suprvsrs' & Admins' Sal
		2400	431,019.61	Clerical & Office Salaries
		2900	43,332.20	Other Classified Salaries
		<b>Total Labor</b>	<b>7,638,290.08</b>	
Fund	01	SACS Object	Amount	
		3101	912,960.87	STRS On 1000 Salaries
		3102	4,359.77	STRS On 2000 Salaries
		3201	31,827.94	PERS On 1000 Salaries
		3202	318,034.73	PERS On 2000 Salaries
		3301	85,872.47	
		3302	131,754.92	
		3401	638,427.93	
		3402	263,749.73	
		3501	2,893.58	State Unemploy On 1000 Salary
		3502	924.15	State Unemploy On 2000 Salary
		3601	109,554.91	Worker'S Comp Ins On 1000 Sal
		3602	35,022.42	Worker'S Comp Ins On 2000 Sal
		3701	66,330.28	
		3702	34,998.59	
		<b>Total Contributions</b>	<b>2,636,712.29</b>	
Fund	11	SACS Object	Amount	
		1100	10,690.92	Teachers' Salaries
		1300	10,368.94	Cert Suprvsrs' & Admins' Sal
		2100	4,672.82	Instructional Aides' Salaries
		2400	12,317.59	Clerical & Office Salaries
		<b>Total Labor</b>	<b>38,050.27</b>	
Fund	11	SACS Object	Amount	
		3101	3,428.54	STRS On 1000 Salaries
		3202	3,068.81	PERS On 2000 Salaries
		3301	276.84	
		3302	1,245.88	
		3401	1,513.13	
		3402	2,800.22	
		3501	10.52	State Unemploy On 1000 Salary
		3502	8.50	State Unemploy On 2000 Salary
		3601	398.62	Worker'S Comp Ins On 1000 Sal
		3602	321.60	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>13,072.66</b>	

Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	1300	816.55	Cert Suprvsrs' & Admins' Sai
	2100	7,780.67	Instructional Aides' Salaries
	2400	3,694.82	Clerical & Office Salaries
	<b>Total Labor</b>	<b>12,292.04</b>	
Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	3101	132.93	STRS On 1000 Salaries
	3102	392.10	STRS On 2000 Salaries
	3202	1,368.89	PERS On 2000 Salaries
	3301	10.93	
	3302	676.30	
	3401	78.44	
	3402	1,164.50	
	3501	0.41	State Unemploy On 1000 Salary
	3502	5.77	State Unemploy On 2000 Salary
	3601	15.46	Worker'S Comp Ins On 1000 Sal
	3602	217.21	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>4,062.94</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	2200	125,367.18	Classified Support Salaries
	2300	35,035.02	Class Suprvsrs' & Admins' Sal
	2400	15,638.28	Clerical & Office Salaries
	<b>Total Labor</b>	<b>176,040.48</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	3202	26,964.61	PERS On 2000 Salaries
	3302	12,226.34	
	3402	17,986.08	
	3502	88.10	State Unemploy On 2000 Salary
	3602	3,332.04	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>60,597.17</b>	

ESCAPE ONLINE



# BUSINESS SERVICES MEMORANDUM

---

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**DATE:** May 1, 2019  
**SUBJECT:** Approve Revolving Cash Fund Reports (March and April, 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 Reports (March and April, 2019).

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

04/01/19

**TUSD**  
**REVOLVING CASH FUND**  
**March 2019**

Date	Num	Name	Memo	Paid Amount
03/04/2019	9534	DEPARTMENT OF MOTOR VEHIC...	PO19-00041 Fees	
			01-0723-0-1110-3600-5800-840-9702	-31.20
			01-0724-0-5750-3600-5800-840-9702	-46.80
TOTAL				-78.00
03/04/2019	9535	DEPARTMENT OF MOTOR VEHIC...	PO19-00041 Fees	
			01-0723-0-1110-3600-5800-840-9702	-31.20
			01-0724-0-5750-3600-5800-840-9702	-46.80
TOTAL				-78.00
03/04/2019	9536	DEPARTMENT OF MOTOR VEHIC...	PO19-00041 Fees	
			01-0723-0-1110-3600-5800-840-9702	-31.20
			01-0724-0-5750-3600-5800-840-9702	-46.80
TOTAL				-78.00
03/04/2019	9537	DEPARTMENT OF MOTOR VEHIC...	PO19-00041 Fees	
			01-0723-0-1110-3600-5800-840-9702	-31.20
			01-0724-0-5750-3600-5800-840-9702	-46.80
TOTAL				-78.00
03/05/2019	9538	CITY OF TRACY	PO19-01601 Tracer tickets 30 @ \$2.50	
			01-0709-0-1110-3900-4300-820-2402	-75.00
TOTAL				-75.00
03/05/2019	9539	CITY OF TRACY	PO19-00927 Tracer tickets 36 student; 36 adult	
			01-3010-0-1110-1000-4300-800-2749	-198.00
TOTAL				-198.00
03/06/2019	9540	LISA CARMEN	LATE TIME SHEET PAYDATE 3/8/19	
			01-9037-0-1110-2140-1107-800-2034	-55.80
TOTAL				-55.80
03/06/2019	9541	LESLIE A GARCIA	LATE TIME SHEET PAYDATE 3/8/19	
			01-9027-0-1110-2140-1107-800-2034	-55.80
TOTAL				-55.80
03/06/2019	9542	SAMPHORS TEP	LATE TIME SHEET PAYDATE 3/8/19	
			01-9037-0-1110-2140-1107-800-2034	-58.69
TOTAL				-58.69

04/01/19

**TUSD**  
**REVOLVING CASH FUND**  
**March 2019**

Date	Num	Name	Memo	Paid Amount
03/06/2019	9543	TARA WILCOX BELL	LATE TIME SHEET PAYDATE 3/5/19	
			01-9027-0-1110-2140-1107-800-2034	-51.84
TOTAL				-51.84
03/07/2019	9544	CASHIERS OFFICE	PO19-02059 Receipt #456362 WHS	
			01-0000-0-1110-1000-5800-700-6692	-930.00
TOTAL				-930.00
03/12/2019	9545	DARYL L ESSENMACHER	Extra Services 2/8/19; 3/8/19 paydates	
			01-0709-0-1110-1000-1107-370-3002	-182.74
TOTAL				-182.74
03/12/2019	9546	CARDMEMBER SERVICE	REQ19-02182 Red Cross Water safety trainin...	
			01-4035-0-1110-2140-5200-800-2744	-425.00
TOTAL				-425.00
03/12/2019	9547	SHAUNA RODGERS	Late timesheet	
			01-00000-1110-1000-1101-706-8301	-976.16
TOTAL				-976.16
03/14/2019	9548	Alex's Auto Upholstery	PO19-00015 Invoice 555 3/13/19	
			01-0723-0-1110-3600-5600-840-9702	-260.00
			01-0724-0-5750-3600-5600-840-9702	-390.00
TOTAL				-650.00
03/20/2019	9549	SAN JOAQUIN COUNTY RECORD...	REQ19-02219 Notary Fee; S. Smith	
			01-0000-0-0000-7200-5800-800-9222	-38.00
TOTAL				-38.00
03/20/2019	9550	SAN JOAQUIN COUNTY RECORD...	REQ19-02219 Notary Fee; B. Etcheverry	
			01-0000-0-0000-7200-5800-800-9222	-38.00
TOTAL				-38.00
03/25/2019	9551	CALIFORNIA HIGHWAY PATROL	PO19-00030 CHP FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00

05/01/19

**TUSD**  
**REVOLVING CASH FUND**  
**April 2019**

Date	Num	Name	Memo	Paid Amount
04/10/2019	9552	Children's Museum of Stockton	REQ19-02427 Bohn Elementary	
			01-3010-0-1110-1000-4300-100-3002	-385.00
TOTAL				-385.00
04/22/2019	9553	ACSA Region 7	Conference 5/3-5/2019 Carla Washington	
			01-3010-0-1110-2140-5200-280-3002	-350.00
TOTAL				-350.00
04/22/2019	9554	THE TECH MUSEUM	PO19-02377 KHS order#1761807	
			01-0000-0-1110-1000-4300-670-5952	-378.00
TOTAL				-378.00
04/22/2019	9555	LAKE TAHOE RESORT HOTEL	Conference 5/3-5/2019 Conf#386439 Washing...	
			01-3010-0-1110-2140-5200-280-3002	-457.64
TOTAL				-457.64
04/22/2019	9556	CITY OF TRACY	PO19-02406 Central Elementary	
			01-3010-0-1110-1000-5800-130-3002	-320.00
TOTAL				-320.00
04/25/2019	9557	Alex's Auto Upholstery	Invoice #566 PO19-00015	
			01-0723-0-1110-3600-5600-840-9702	-330.56
			01-0724-0-5750-3600-5600-840-9702	-495.84
TOTAL				-826.40
04/26/2019	9558	CA DEPT OF TAX AND FEE ADMI...	57-415033 1Q 2019 PO19-00027	
			01-0723-0-1110-3600-4300-840-9702	-67.10
			01-0724-0-5750-3600-4300-840-9702	-100.66
TOTAL				-167.76



# BUSINESS SERVICES MEMORANDUM

**TO:** Brian R. Stephens, Superintendent  
**FROM:** C. Goodall, Associate Superintendent for Business Services  
**DATE:** May 2, 2019  
**SUBJECT:** Approve Entertainment, Assembly, Service, Business and Food Vendors

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

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

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

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

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

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

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



<p><b>Vendor names are listed by the insured name of the vendor and not the program name</b></p> <p>↓<b>This list of Approved Vendors confirms verification of insurance coverage only!</b>↓</p> <p><b>Approval based on insurance remaining current!</b></p>			<b>Board</b>
<p><b>SMOKING, TOBACCO PRODUCTS, ALCOHOL, DRUGS, FIREARMS OR EXPLOSIVES ARE PROHIBITED ON ANY SCHOOL DISTRICT PROPERTY.</b> Vendors must be aware of the location of emergency exits at all times. Vendors are prohibited from applying pesticides, chemicals, or cleaning products to district facilities or grounds.</p> <p><b>PROHIBITED INDOORS ON DISTRICT PROPERTY - SEE SPECIFICS IN FOOD VENDOR BELOW!</b></p>			<b>FLAMES ARE</b>
<p>Per BP 5145.14 -Taking pictures of school pupils and buildings for commercial purposes is normally prohibited. Any exception requires an application in writing and the approval of the Superintendent or Superintendent's designee. Most DJ's have photo booths and own the pictures.</p> <p>The photos can be placed on their website or social media which is a violation of policy.</p>			
↓ <b>REQUESTING VENDORS FOR BOARD APPROVAL</b> ↓:			
<b>Vendor Name</b>			<b>Insurance Expiration</b>
<p><b>Kahuna Fundraising (The Commencement Group)</b> - Sells Leis, flowers and kukui leis for graduation ceremonies. Bill Stout - (855) 472-3534 or bill@kahunaflores.com, www.kahunafundriasing.com. CONTRACT IS REQUIRED PRIOR TO OCCURRENCE.</p>			10/3/2019
<p><b>Top Youth Speakers (Josh Shipp Productions)</b> - Motivational Speaker Assembly. Brandon Spinazzola - (800) 799-1460 ext. 1, brandon@topyouthspeakers.com www.topyouthspeakers.com. CONTRACT IS REQUIRED PRIOR TO OCCURRENCE.</p>			3/1/2020
<b>Board Approved</b>	<b>Vendor Name</b>		<b>Insurance Expiration</b>
11/14/17	<p><b>LifeSaver CPR - CPR Services</b>, Chris Peters, (209) 665-4398, www.lifesavercpr.net, LifeSaverCPR@hotmail.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.</p>		6/1/2019
5/22/18	<p><b>Bucketfillers for Life</b> - character education assemblies, student workshops, parent workshops, and professional development. Kelly Nickel, (530) 941-5207, kellynickel@bucketfillersforlife.com, www.bucketfillersforlife.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.</p>		5/22/2019
3/12/19	<p><b>Respectology</b> - Motivational Speaker Brian Baker, (916) 834-0292, respectology2017@gmail.com, www.respectologynow.com. MUST USE DISTRICT SERVICES AGREEMENT CONTRACT PRIOR TO OCCURRENCE.</p>		6/4/2019
11/8/16	<p><b>Lifetouch National School Studios</b> - Student photos and photo booths through Lifetouch only. Corena Allen, (916) 526-0406, callen@lifetouch.com. Does not include DJ services. CONTRACT REQUIRED PRIOR TO OCCURRENCE.</p>		6/30/2019

<b>Board Approved</b>	<b>Vendor Name</b>	<b>Insurance Expiration</b>
<b>4/23/13</b>	<b>SJ County Child Abuse Prevention Council</b> - "Parent Cafe" - program awareness for protection and safety of our children. Contact Lindy Turner-Hardin or Angela Magee -464-4524, lturner@nochildabuse.org or amagee@nochildabuse.org. "Pinwheels for Prevention" - program awareness for public and computer safety. Contact Amrit Pawar - 851-3468, apawar@nochildabuse.org. Website: www.nochildabuse.org	<b>7/1/2019</b>
<b>2/15/17</b>	<b>Prismatic Magic Laser Programs</b> - Educational entertainment laser assemblies (anti-bully, history, reading, space, etc.). Steve Hatfield - (866) 952-7376, steve@prismaticmagic.com, www.prismaticmagic.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	<b>7/2/2019</b>
<b>12/12/17</b>	<b>Booster Enterprises</b> - Boosterthon Fun Run Fundraising, Andrew Kowalski - (706) 224-9079, andrewk@boosterthon.com, www.boosterthon.com. STAKES IN GRASS PROHIBITED. SAND BAGS ALLOWED FOR ONE DAY ONLY. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	<b>7/1/2019</b>
<b>3/8/11</b>	<b>Dr. Andrew Trosien, DDS.</b> Oral Hygiene Instructions. Call Megan or Julie at 833-1240	<b>7/1/2019</b>
<b>4/11/17</b>	<b>Pediatric Dentistry/Orthodontics - Dr. Solomon.</b> (925)447-1377. majrod@icloud.com, Www.livermorekidsdentist.com	<b>7/1/2019</b>
<b>3/27/18</b>	<b>Keep it Movin Entertainment</b> - DJ Services - Dave Reyes, (408) 645-9460, yourfavoritedjs@keepitmovinent.biz, www.keepitmovinent.net. Vendor does not have a contract, must use CONTRACT REQUIRED PRIOR TO OCCURRENCE.	<b>7/9/2019</b>
<b>2/14/12</b>	<b>Sound Wave Mobile DJ</b> - David Gomes-510-938-7903, info@soundwavemobiledj.com, www.soundwavemobiledj.com. No pictures of students without parental permission. Must use CONTRACT REQUIRED PRIOR TO OCCURRENCE.	<b>7/23/2019</b>
<b>10/28/14</b>	<b>#ICANHELP</b> - Antibully School Safety Assembly. Delete negativity online. Matthew Soeth. icanhelpdeletenegativity@gmail.com. www.icanhelpdeletenegativity.org. No pictures of students without parental permission.	<b>7/25/2019</b>
<b>3/12/19</b>	<b>Herff Jones</b> - Yearbooks, caps, gowns, class rings, graduation announcements, diplomas. Joan Selna Rep - (209) 607-2118, jselna@herffjones.com. MUST USE CONTRACT PRIOR TO OCCURRENCE.	<b>7/30/2019</b>
<b>2/10/15</b>	<b>Musson Theatrical</b> - specializes in providing theatrical lighting, sound, scenery, and special effects. Bob Downs - 800-843-2837, bdowns@musson.com, www.musson.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	<b>8/1/2019</b>
<b>2/12/19</b>	<b>Tracy Portrait Studio</b> - Student photos, photo booth (requires parent permission). Tais Richardson 834-2052, contact@tracyportrait.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	<b>8/2/2019</b>

<b>Board Approved</b>	<b>Vendor Name</b>	<b>Insurance Expiration</b>
<b>3/12/19</b>	<b>Mountain View Community Television for KMVT 15 Silicon Valley Media</b> - Providing videotaping of the high school Every 15 minutes event. Bobby Chastain - (650)968-1540, bchastain@kmvt15.org. MUST USE CONTRACT PRIOR TO OCCURRENCE.	<b>8/14/2019</b>
<b>9/25/18</b>	<b>The Echo Hero Show</b> - topics enforced through songs can include not littering, recycling, food waste, saving water, energy efficiency and using reusable items. Brett Edwards, (888) 482-3885, echoheroshow@gmail.com. No website. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	<b>8/22/2019</b>
<b>1.8.19</b>	<b>Northern California Volleyball Association (NCVA)</b> - provides tournaments to girls volleyball teams. Kris Johnson - (415) 550-7582, kris@ncva.com, www.ncva.com	<b>9/1/2019</b>
<b>10/25/11</b>	<b>Amos Productions-DJ Services.</b> Nicole - 1800-693-5003 or 925-449-3847. nicole@amospro.com or info@amospro.com. www.amospro.com. No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	<b>9/26/2019</b>
<b>3/13/18</b>	<b>Play-Well TEKnologies</b> - Lego building and inventing for core engineering and confidence. Lauren Yee (510) 227-9378, lauren@play-well.org, www.playwell.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	<b>10/1/2019</b>
<b>3/13/18</b>	<b>Apex Fun Run</b> - a run based character & leadership fundraiser. Jenna Martinez, (408) 772-3409, jennam@apexfunrun.com, www.apexfunrun.com. STAKES IN GRASS PROHIBITED. SAND BAGS CAN BE USED TO HOLD DOWN ITEMS BUT ONLY ALLOWED FOR ONE DAY. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	<b>10/9/2019</b>
<b>12/12/17</b>	<b>Jackman Enterprises- DBA Funflicks</b> - outdoor inflatable screen for movie night. Paul Jackman-(844) 556-6843, pauljackman@funflicks.com. Www.funflicks.com FOR MOVIE PROJECTOR USE ONLY!	<b>10/13/2019</b>
<b>4/8/14</b>	<b>UNeed2</b> - help student build a computer. Lynda Hawkins - 662-1188 or Eric Hawkins - 510-952-1473, ehawkins@sbcglobal.net, lyndahawkins@sbcglobal.net, www.uneed2.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	<b>10/20/2019</b>
<b>1/8/19</b>	<b>Nutrien</b> - Seed Survivor mobile unit teaches agriculture in classrooms. Raleigh Grgan - (530)-320-5907, caseedsurvivor@gmail.com www.seedsurvivor.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	<b>11/1/2019</b>
<b>9/8/15</b>	<b>Tracy Crime Stoppers</b> - partnership with citizens, media, and the criminal justice system, is to prevent and solve crimes within the Tracy region Marshall Rose - (209) 627-7675. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	<b>11/3/2019</b>

Board Approved	Vendor Name	Insurance Expiration
2/11/14	<b>World of Wonders Science Museum (WOW)</b> , Teaches various science topics. Beth Fox - 368-0969, beth@wowsciencemuseum.org, www.sciencemuseum.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	12/1/2019
4/25/16	<b>Delta Sigma Theta Sorority</b> - Girls Empowerment Conference. Tanya Vaughn - (510) 909-4655, Tanya.Vaughn@pro.sccgov.org Dana Cooper - 640-9127, d_goodwill@yahoo.com, www.TracyAreaDeltas.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	12/1/2019
8/12/14	<b>Tracy Chamber of Commerce: "Hire Me First"</b> Internship Program was established to promote youth employability through increased employment opportunities, internship and job shadowing experiences for the youth in our community. Alyssa Mupo - 835-2131, hiremefirst@tracychamber.org, www.hiremefirst.org	12/29/2019
9/12/17	<b>Mobile Ed Productions</b> - Educational assemblies for No Bully Zone, Science, History, Reading/Writing, Character and Performance Arts. Contact Cindy Kouczynski-800-433-7459, cindyk@mobileedprocutions.com, www.mobileedproductions.com CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/1/2020
1/25/11	<b>Kaiser Permanente</b> - Dean Starnes, dean.starnes@kp.org, 510-987-2223, www.Kp.org/etp/ncal, Programs "Community Troupe", PEACE Signs" "The Best Me", "Nightmare on Puberty ST." and "Secrets". CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/1/2020
1/23/18	<b>DJ Glenn Black Jr.</b> - DJ PA System, Mixer (or DJ controller), dance floor lighting, uplighting (decor lighting), etc. Glenn Black, (209) 483-3367, glennbproductions@yahoo.com, www.djglennb.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/4/2020
3/12/13	<b>Entourage Events SF</b> - DJ & lighting Services and Photo Booth, Derek Mizuno, 510-921-4373, booking@entourageeventssf.com. Find them on Yelp & Facebook. Parental permission for pictures of students.	1/16/2020
10/23/18	<b>Traveling Lantern Theater Company</b> - Doren Elias, (800) 936-4723, kb@travelinglantern.com, www.travelinglantern.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/17/2020
10/11/11	<b>Main Street Music</b> - Ken & Diana Cefalo, kencefalo@yahoo.co, dcefalo@sbcglobal.net, CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/17/2020

Board Approved	Vendor Name	Insurance Expiration
10/23/18	<b>Roshambo</b> - DJ, photobooth and event planning. Rich Ramirez, (209) 401-1145, roshambome@comcast.net, www.roshambo.biz. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/25/2020
9/13/11	<b>California Weekly Explorer, Inc.</b> History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	2/1/2020
10/11/11	<b>Rumors Productions Company</b> - Karaoke, DJ, children parties, live sound & music, live band, line dancing lessons & game show night. Contact Jenna Teyshak or Jon Tyner - 640-8000, jenna@rpedj.com, www.rpedj.com. No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	2/20/2020
9/12/17	<b>Balaji Consulting -Mathnasium</b> - Math tutors offering Math Night with Math games. Pratima Murarka - 650-0345 or tracy@mathnasium.com, www.mathnasium.com/tracy CONTRACT REQUIRED PRIOR TO OCCURRENCE	3/13/2020
1/24/17	<b>Emergency Food Bank:</b> Mobile Farmer's Market. Kisha Thompson-464-7369 ext. 1007, kthompson@stocktonfoodbank.org or Pat Brown-464-7369 ext. 1008 pbrown@stocktonfoodbank.org, www.stocktonfoodbank.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	3/22/2020
4/12/11	<b>LMG Attractions-All in the Details-</b> DJ and Emcee, Business Audio Visual, Event Planning, Professional Sound and Audio. Dave Tillman 209-275-0226, www.lmgattractions.com No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE. <b>RANDY LUIS IS NOT AN EMPLOYEE OF THIS BUSINESS.</b>	4/1/2020
5/28/13	<b>Gallo Center for the Arts</b> , Bullying Prevention Performance, "The Bully Buster Rides Again". Raul Garcia, 338-5020, rgarcia@galloarts.org, www.galloarts.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	4/9/2020
3/27/18	<b>Bricks 4 Kidz</b> - STEM educational activities for kids age 3-13, where they play with LEGO® Bricks. Our unique model plans are designed by engineers and architects. Themes, construction, provide building blocks for educational play. Sally Studebaker- (925) 595-3934, sstudebaker@bricks4kidz.com, www.bricks4kidz.com/356. Vendor does not have a contract, must use TUSD Contract Services Agreement.	4/30/2020
	<b>Sparkles the Clown</b> , Terry Donaldson - 835-8383, www.sparklesdelight.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/1/2020

<b>Board Approved</b>	<b>Vendor Name</b>	<b>Insurance Expiration</b>
<b>10/24/17</b>	<b>City of Stockton - SJ County Library</b> - Training Wheels program. Mobile Library on wheels for preschool students participating in story time and receive a free book. Contact Lisa Lee-lisa.lee@stockton.ca.gov or 937-8143. www.ssjcpl.org/involved/litservices/default.html	No Expiration Date
<b>5/8/12</b>	<b>Dairy Council of CA Mobile Dairy Classroom</b> , Leona Bettencourt, 916-263-3560 x413, lbettencourt@dairycouncilofca.org. Www.dairycouncilofca.org. <b>Must follow Animal Policy Guidelines AR 6163.1</b>	Insurance not required if supervised by certificated employee
<b>12/10/13</b>	<b>SJ Vector Control</b> - Aaron Devencenzi - 982-4675, adevencenzi@sjmosquito.org. Field trip in your classroom. Mosquito and tick presentation.	Insurance not required if supervised by certificated employee
<b>2/15/17</b>	<b>Tracy Public Library</b> - Literacy Parent Education. Stella Beratlis, 937-8221, stella.beratlis@stocktonca.gov	Insurance not required if supervised by certificated employee
<b>10/9/07</b>	<b>Sandia Labs</b> Joel Lipkan - jlipkin@comcast.net	Insurance not required if supervised by certificated employee

Board Approved	Vendor Name	Insurance Expiration
<p style="text-align: center;">↓APPROVED FOOD VENDORS↓  <b>SORTED BY INSURED NAME AND EXPIRATION DATE</b></p>		
<p style="text-align: center;"><b>VENDOR AUTOMOBILE'S ARE NOT ALLOWED TO DRIVE AND PARK ON CAMPUS.  ALL VEHICLES MUST PARK IN DESIGNATED PARKING PLACES!</b></p>		
<p>↓ This list of Approved Food Vendors is for insurance verification only. It does not supersede the approval required for food sales through food services or replace the standard facility use process↓ No food sales until 30 minutes after school.</p>		
2/12/19	<b>S&amp;L BBQ &amp; Catering</b> - Food catering. Lena George - (408)221-2710, SLBBQ@comcast.net. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/16/2019
5/14/13	<b>Buffalo Wild Wings</b> - Food/Catering. (209) 833-3819. 425@buffalowildwings.com and/or wingman209@sbcglobal.net. www.buffalowildwings.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/29/2019
8/11/2015	<b>Kona Ice of Tracy</b> - Shaved Ice drinks. Lisa Duncan, (209) 597-8760, dduncan@kona-ice.com, www.kona-ice.com. No food sales until 30 minutes after school. Vehicles must be parked in designated parking place only. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	7/22/2019
5/9/17	<b>Black Bear Diner</b> - Catering. Tracy@blackbeardiner.com, (209) 835-5600 or (209) 814-0902.	8/17/2019
9/27/2016	<b>Meva's Tacos &amp; More</b> - Contact Eva Ybarra - 244-3307 or mevastacos@gmail.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	8/30/2019
12/8/09	<b>Tracy Breakfast Lions Club</b> - Greg Bidlack - gregandvelma@sbcglobal.net, Jim Noah - 835-0981, www.tracybreakfastlionsclub.org. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	9/1/2019
9/12/2017	<b>Blue Moon Kettle Corn</b> - Kettle Corn sales. Nicole Moore - (510) 589-6166 or bluemoonkettle@gmail.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	9/6/2019
10/13/15	<b>Pink Turtle Shoppe</b> - Ice Cream & Cookie restaurant. Arabella McCreary - 627-8513, pinkturtleshoppe@gmail.com, www.pinkturtleicecream.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	9/9/2019
10/13/09	<b>Famous Dave's BBQ Catering</b> : 3162@srribs.com, 833-6337. www.famousdaves.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/1/2019
10/23/18	<b>Jolts Coffee Bar</b> - serve coffee, espessio, tea, hot chocolate, etc. Carol Zuro, carolzuro@joltscoffeebar.com, (209) 608-2556, https://m.facebook.com/joltscoffeebar/. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/9/2019

Board Approved	Vendor Name	Insurance Expiration
10/25/11	<b>Mi Espiranza</b> - Restaurant Catering. Call Omar Mendoza and Candida Ramiriz at 832-3020. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/15/2019
11/14/17	<b>Smokin Hot Meats N Treats</b> - Food truck - Doug & Rita Westby. (510) 364-5070, smokinhotmeatsntreats@gmail.com, www.smokinhotmeatsntreats.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	11/27/2019
12/8/09	<b>Texas Roadhouse</b> - Ed Ferro, (209) 607-5788, trh_catering@ultrasteak.com or TXRH_Cater@TexasRoadhouse.com. Restaurant direct: 830-1133. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	12/1/2019
4/9/19	<b>MoLatte Cafe</b> - Coffee sales. Contact Maryam Haider, (510) 406-8100 or (510) 754-8930, sandeesfreshcoffee@gmail.com. www.Facebook.com/sandeesfreshcoffee. Vendor does not have a contract. SITES MUST USE DISTRICT CONTRACT AGREEMENT PRIOR TO OCCURENT FOR INSURANCE TO BE VALID.	4/8/2020



Board Approved	Vendor Name	Insurance Expiration
11/12/12	<b>Menchie's Frozen Yogurt</b> , Adele Boch, 612-5285, adelebloch@yahoo.com, www.menchies.com. No food sales until 30 minutes after school.CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/6/2020
*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or I, occupancies in accordance with Appendix Chapter 1, Section 105.6.		
<b>OUTDOORS BBQ RULES - Make sure barbeques are 10 feet away from any building or structure. Place drip pans or tarps under barbeques to avoid spillage on pavement. Do not dump grease, oil, briquettes or barbeques anywhere on TUSD property or in garbage cans or dumpster. If spill occurs, you must provide an oil absorbent and clean properly.</b>		
Remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property. Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and or District fines ranging from \$250–1,000.		



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** April 12, 2019  
**SUBJECT:** Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Central School, Art Freiler School, Villalovoz School, Hirsch School and Jacobson School for the 2019 -2020 School Year

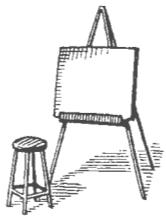
**BACKGROUND:** The Artist-in-Residence Program is provided by the San Joaquin County Office of Education. The program will provide several artists who will work with students Kindergarten through eighth grade for four to eight week sessions (depending on the school). Students will learn basic art concepts and carry out various art projects.

**RATIONALE:** In the past we have been fortunate enough to have the San Joaquin County office of Education, Artist-in-Residence Program provide our students with an opportunity to learn about art in a new way. This program was a wonderful success. Students and teachers were very pleased with not just the art but with the full lessons presented during the art classes. Many students do not get the opportunity to use art in their homes or to go to museums. Opening their eyes to art is vital and also increases their use of language in a meaningful context. The instruction builds on verbal skills and increases students' vocabulary. The art process helps to promote skills such as paying attention to details, critical thinking, reasoning and improving visual and spatial acuity. The art projects are used to enhance writing and reading project based learning for the Common Core Standards. This supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

**FUNDING:** These contracts are to be paid with Site, Parent Club and Site Categorical Funding. The Central School contract will not exceed \$7040.00 to be paid from Title 1 funds. Jacobson School contract will not exceed \$3264.00.00 to be paid from Title 1 funds. Art Freiler School will pay \$3,024.00 to be paid from Freiler Staff Parent Association funds. Villalovoz School will pay \$4,312.00 from Parent Club funds. Hirsch School will pay \$3920.00 from the Mrs. Hirsch Trust Fund.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Central School, Art Freiler School, Villalovoz School, Hirsch School, and Jacobson School for the 2019 -2020 School Year.

**Prepared by:** Nancy Morgan Link, Principal, Central School.



## Artist in Schools Residency Quote

209-468-4973 [Swendell@sjcoe.net](mailto:Swendell@sjcoe.net)

# Jacobson Elementary

Jennifer O Leary 830-3315 School Year 2019/20

Number of Residency weeks:

8 weeks	7 weeks	4 weeks	Other
---------	---------	---------	-------

### Residency Details:

Starting Month	Artist(s)	Number of classrooms	Residency Fee
<input type="checkbox"/> August <input type="checkbox"/> September <input type="checkbox"/> October <input type="checkbox"/> November <input type="checkbox"/> December <input type="checkbox"/> January <input type="checkbox"/> February <input type="checkbox"/> March <input type="checkbox"/> April <input type="checkbox"/> May <input type="checkbox"/> June	Mario 5 Inga 4 Millie 4 Katie 3	<input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 16	<b>\$3264.00</b>  Your invoice will be sent at the start of the residency.

These dates are pending Artist approval. An MOU will be issued soon.

### Notes:

Order supplies from the provided list on our website.

Please schedule sessions for 45-60 minutes. Have the artist schedule waiting in the office on day one.

**See MOU for Artists  
Contact information**

Sign and return MOU.

Keep the copy for your records.

Click the link below for complete program details:

[Sjcoe Ais website](#)

### Session Dates:

**16 classrooms 4 weeks**

Sept. 3.10.17.24 Katie 3 classes

Sept. 26 October 3.10.17 Inga 4 classes

October 1.8.15.22 Millie 4 classes

January 7.14.21.28 Mario 5 classes



ORIGINAL

MEMORANDUM OF UNDERSTANDING  
**(Wanda Hirsch/Katie, Cary, Frances)**

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

**I. CONSULTANT AND/OR SERVICE DEFINED**

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

**II. TERM OF AGREEMENT**

Services by SJCOE will begin: February 6, 2020 and continue on the following dates. See Quote.

Number of classes: 20 Classrooms, Katie four classes, Cary eleven classes and Frances five classes, 4-week sessions

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

Artist Contact: Katie 468-4973 kfinspirations@yahoo.com, Needs to start after 9:30 am  
Cary 814-6667 carydodge@yahoo.com  
Frances 482-3611 colorsandcanvas2u@gmail.com

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

**III. COMPENSATION**

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

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

Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree? ☐ Yes ☐ No ☐ N/A

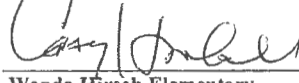
If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? ☐ Yes ☐ No ☐ N/A


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

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

**V. EXTENSION OF TERM**

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

  
Wanda Hirsch Elementary  
1280 Dove Drive, Tracy, CA 95376  
4/2/19  
Date

  
SANDRA WENDELL, COORDINATOR  
ARTISTS-IN-SCHOOLS  
3/14/19  
Date  
CONTRACTING OFFICER  
SAN JOAQUIN COUNTY OFFICE OF EDUCATION



## Artist in Schools Residency Quote

209-468-4973 [Swendell@sjcoe.net](mailto:Swendell@sjcoe.net)

# Villalovoz Elementary

Lisa Rodriguez 209-830-3331 School Year 2019/20

Number of Residency weeks:

8 weeks	7 weeks	4 weeks	Other
---------	---------	---------	-------

### Residency Details:

Starting Month	Artist(s)	Number of classrooms	Residency Fee
<input type="checkbox"/> August <input type="checkbox"/> September <input type="checkbox"/> October <input type="checkbox"/> November <input type="checkbox"/> December <input type="checkbox"/> January <input type="checkbox"/> February <input type="checkbox"/> March <input type="checkbox"/> April <input type="checkbox"/> May <input type="checkbox"/> June	<input type="checkbox"/> Sonya	<input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 22	<b>\$4312.00</b>  Your invoice will be sent at the start of the residency.

These dates are pending Artist approval. An MOU will be issued soon.

### Notes:

Order supplies from the provided list on our website.

Please schedule sessions for 45-60 minutes. Have the artist schedule waiting in the office on day one.

Contact Artists directly at:  
**Sonya Huff**

**209-484-4465**

[sonya.marykay@yahoo.com](mailto:sonya.marykay@yahoo.com)

Sign and return MOU.

Keep the copy for your records.

Click the link below for complete program details:

[Sjcoe Ais website](#)

### Session Dates:

#### Group A Sonya 5 classes

Sept. 6.13.20.27

#### Group B Sonya 5 classes

Oct.2.9.16.30

#### Group C Sonya 6 classes

Jan.8.15.22.29

#### Group D Sonya 6 classes

Nov.6.13.20. Dec. 4



**Artist in Schools Residency Quote**  
 209-468-4973    [Swendell@sjcoe.net](mailto:Swendell@sjcoe.net)  
**Art Freiler Elementary**  
 Catey Nasello 209-830-3309  
 School Year 2019/2020

COPY

Number of Residency weeks:

8 weeks	7 weeks	4 weeks	Other
---------	---------	---------	-------

**Residency Details:**

Starting Month	Artist(s)	Number of classrooms	Residency Fee
<input type="checkbox"/> August <input type="checkbox"/> September <input type="checkbox"/> October <input type="checkbox"/> November <input type="checkbox"/> December <input type="checkbox"/> January <input type="checkbox"/> February <input type="checkbox"/> March <input type="checkbox"/> April <input type="checkbox"/> May <input type="checkbox"/> June	<input type="checkbox"/> Mario <sup>le</sup> 2-2 <sup>nd</sup> and 4-4 <sup>th</sup> <input type="checkbox"/> Patti K. 2-2 <sup>nd</sup> 3- 6 <sup>th</sup> <input type="checkbox"/> Inga 3-3 <sup>rd</sup> <input type="checkbox"/> Cary <input type="checkbox"/> Sonya <input type="checkbox"/> Kelsey <input type="checkbox"/> Millie <input type="checkbox"/> Vanessa  <input type="checkbox"/> Patti J. <input type="checkbox"/> Shelby	<input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 14 (More than 10)	<div align="center"><b>\$3024.00</b></div> Your invoice will be sent at the start of the residency.

These dates are pending Artist approval. An MOU will be issued soon.

**Notes:**

Order supplies from the provided list on our website.

[Sjcoe Ais website](#)

Please schedule sessions for 45-60 minutes. Session must be consecutive. Please have the artist schedule waiting in the office on day one.

Contact Artists directly at:

**Inga Perry 740-8965**  
[ingaperry@hotmail.com](mailto:ingaperry@hotmail.com)

**Patti Kennedy 482-7610**  
[pz\\_kennedy@yahoo.com](mailto:pz_kennedy@yahoo.com)

Mario Tejada  
 Cell: 209-985-4435  
[donmario819@gmail.com](mailto:donmario819@gmail.com)

Sign and return MOU.

Keep the copy for your records.

**Session Dates:**

Patti K 5 classes

January 9.16.23.30

Inga 3 classes

January 7.14.21.28

Mario 6 classes

March 9.17.24.31 (one date is a Monday)



MEMORANDUM OF UNDERSTANDING  
**(Art Freiler/Patti K, Inga, Mario)**

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and Art Freiler School, for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and Art Freiler School, mutually agree to the following terms and conditions:

I. CONSULTANT AND/OR SERVICE DEFINED

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

II. TERM OF AGREEMENT

Services to SJCOE will begin: January 7, 2020 and include the following dates See Attached

Number of classes: (14 Classrooms); 4-Week Sessions  
Mario: 6 Classes (2, 2<sup>nd</sup> and 4, 4<sup>th</sup> grade)  
Patti K: 5 Classes (2, 2<sup>nd</sup> and 3, 6<sup>th</sup>)  
Inga: 3 Classes (3, 3<sup>rd</sup> grade)

Staff Contact at site: Catey Nasello 830-3309 cnasello@tUSD.net

Artist Contact: Patti 482-7610 pz\_kennedy@yahoo.com; Inga 740-8965 ingaperry@hotmail.com;  
Mario 985-4435 donmario819@gmail.com

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

III. COMPENSATION

In consideration of the services provided, Art Freiler School will pay SJCOE the sum of \$3,024.00

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

Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree? ☐ Yes ☐ No N/A

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? ☐ Yes ☐ No N/A

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

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

V. EXTENSION OF TERM

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

Art Freiler School  
2421 W. Lowell, Tracy 95376

  
SANDRA WENDELL, COORDINATOR  
ARTISTS-IN-SCHOOLS  
03-14-19 Date

Date

CONTRACTING OFFICER  
SAN JOAQUIN COUNTY OFFICE OF EDUCATION  
Date



*Copy*

**MEMORANDUM OF UNDERSTANDING  
(Central/Mario, Cary)**

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

**I. CONSULTANT AND/OR SERVICE DEFINED**

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

**II. TERM OF AGREEMENT**

Services by SJCOE will begin: August 21, 2019 and continue on the following dates. See Attached.

Number of classes: (20) Twenty classes 8-week sessions

Staff Contact at site: Nancy Link 830-3303 nlink@tusd.net

Artist Contact: Mario 985-4435 donmario819@gmail.com; Cary Dodge 814-6667 carydodge@yahoo.com

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

**III. COMPENSATION**

In consideration of the services provided, Central Elementary will pay SJCOE the sum of \$7,040.00

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

Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree? ☐ Yes ☐ No ☐ N/A

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? ☐ Yes ☐ No ☐ N/A

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

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

**V. EXTENSION OF TERM**

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

*Cary Dodge*

Central Elementary  
1370 Parker Avenue, Tracy, CA 95376

3/28/19

Date

03-15-19

SANDRA WENDELL, COORDINATOR  
ARTISTS-IN-SCHOOLS

Date

CONTRACTING OFFICER  
SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Date





**MEMORANDUM OF UNDERSTANDING**  
**(Art Freiler/Patti K, Inga, Mario)**

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and Art Freiler School, for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and Art Freiler School, mutually agree to the following terms and conditions:

**I. CONSULTANT AND/OR SERVICE DEFINED**

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

**II. TERM OF AGREEMENT**

Services to SJCOE will begin: January 7, 2020 and include the following dates See Attached

Number of classes: (14 Classrooms); 4-Week Sessions  
Mario: 6 Classes (2, 2<sup>nd</sup> and 4, 4<sup>th</sup> grade)  
Patti K: 5 Classes (2, 2<sup>nd</sup> and 3, 6<sup>th</sup>)  
Inga: 3 Classes (3, 3<sup>rd</sup> grade)

Staff Contact at site: Catey Nasello 830-3309 cnasello@tusd.net

Artist Contact: Patti 482-7610 pz\_kennedy@yahoo.com; Inga 740-8965 ingaperry@hotmail.com;  
Mario 985-4435 donmario819@gmail.com

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

**III. COMPENSATION**

In consideration of the services provided, Art Freiler School will pay SJCOE the sum of \$3,024.00

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

Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree? ☐ Yes ☐ No ☐ N/A

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? ☐ Yes ☐ No ☐ N/A

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

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

**V. EXTENSION OF TERM**

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

Art Freiler School  
2421 W. Lowell, Tracy 95376

  
SANDRA WENDELL, COORDINATOR  
ARTISTS-IN-SCHOOLS  
03-14-19 Date

Date

CONTRACTING OFFICER  
SAN JOAQUIN COUNTY OFFICE OF EDUCATION  
Date



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** April 18, 2019  
**SUBJECT:** **Renew the Annual Advancement Via Individual Determination (AVID) Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, North School, Poet-Christian School, and Williams Middle School for the 2019-20 School Year**

**BACKGROUND:** The Tracy Unified School District has implemented Advancement Via Individual Determination (AVID) since 2002. Each school year, the District must contract services from the AVID Center, a California non-profit corporation. In previous years, Tracy Unified School District has had six AVID member schools: Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, Poet Christian School, and Williams Middle School. North School will now be added for the 2019-2020 school year and beyond. Over the years, the AVID program participants have demonstrated greater high school graduation rates and college acceptance rates than their non-participating peers.

**RATIONALE:** AVID is a college readiness system for upper elementary through higher education students, and is designed to increase school-wide learning and performance. The AVID College Readiness System (ACRS) accelerates student learning, uses research-based methods of effective instruction, provides meaningful and motivational professional learning, and acts as a catalyst for systemic reform and change.

To continue participation in the AVID program, the Tracy Unified School District agrees to pay AVID Center an annual membership/license fee per participating school sites offering the AVID program. Membership includes a license to use the AVID trademarks to promote the implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to gain access to AVID materials and student activity sheets from the AVID Libraries. It also provides numerous opportunities for TUSD staff to participate in focused AVID Professional Development. Continued participation in the AVID program will meet District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #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:** LCFF Targeted funds for AVID will continue to be provided to support ongoing participation in the AVID program. Funding for this contract will not exceed \$58,608.00.

**RECOMMENDATION:** Renew the Annual Advancement Via Individual Determination (AVID) Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, North School, Poet-Christian School, and Williams Middle School for the 2019-20 School Year.

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

# AVID Center Quote



Quote #: Q-16375  
 1875 W Lowell Ave  
 Tracy, CA 95376  
 Quote Prepared For:  
 Tracy Unified

AVID Representative: Shonnel Oson  
 Phone: 4773  
 Email: soson@avid.org

District Products				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID District Leadership Year 2	\$4,000.00	\$0.00	\$4,000.00
1	AVID District Leadership Year 2	\$4,000.00	\$0.00	\$4,000.00
District Products SUBTOTAL:				<b>\$8,000.00</b>

Earl E Williams Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,999.00	\$0.00	\$3,999.00
1	AVID Weekly Secondary	\$575.00	\$0.00	\$560.00
Earl E Williams Middle School SUBTOTAL:				<b>\$4,559.00</b>

George Kelly School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,999.00	\$0.00	\$3,999.00
1	AVID Weekly Secondary	\$575.00	\$0.00	\$560.00
George Kelly School SUBTOTAL:				<b>\$4,559.00</b>

Gladys Poet-Christian School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,025.00	\$0.00	\$3,025.00
1	AVID Weekly Elementary	\$575.00	\$0.00	\$0.00
1	Elementary Digital Library Set - 4 Licenses - Year 2	\$0.00	\$0.00	\$0.00
Gladys Poet-Christian School SUBTOTAL:				<b>\$3,025.00</b>

John C Kimball High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,999.00	\$0.00	\$3,999.00
1	AVID Weekly Secondary	\$575.00	\$0.00	\$560.00
John C Kimball High School SUBTOTAL:				<b>\$4,559.00</b>

Merrill F West High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,999.00	\$0.00	\$3,999.00
1	AVID Weekly Secondary	\$575.00	\$0.00	\$560.00
Merrill F West High School SUBTOTAL:				<b>\$4,559.00</b>

Monte Vista Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,999.00	\$0.00	\$3,999.00
1	AVID Weekly Secondary	\$575.00	\$0.00	\$560.00
Monte Vista Middle School SUBTOTAL:				<b>\$4,559.00</b>

North School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Combo Sites	\$4,594.00	\$0.00	\$4,594.00
1	Elementary Curriculum Set	\$920.00	\$0.00	\$920.00
1	Shipping & Handling	\$75.00	\$0.00	\$75.00
1	Elementary Digital Library Set - 4 Licenses	\$300.00	\$0.00	\$0.00
1	AVID Secondary Library Package	\$4,590.00	\$0.00	\$4,590.00
1	Shipping & Handling	\$150.00	\$0.00	\$150.00
1	Secondary Digital Library Set - 8 Licenses	\$750.00	\$0.00	\$0.00
1	AVID Weekly Elementary	\$575.00	\$0.00	\$0.00
1	AVID Weekly Secondary	\$575.00	\$0.00	\$0.00
12	AVID Summer Institute Registration Fee	\$895.00	\$840.00	\$9,900.00
North School SUBTOTAL:				<b>\$20,229.00</b>

Tracy High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE

1	AVID Membership Fees Secondary	\$3,999.00	\$0.00	\$3,999.00
1	AVID Weekly Secondary	\$575.00	\$0.00	\$560.00
Tracy High School SUBTOTAL:				<b>\$4,559.00</b>

**TOTAL: \$58,608.00**

***plus all applicable taxes***

This Quote is applicable from July 01, 2019 to June 30, 2020. The AVID Center Standard Terms and Conditions, attached hereto (the "Terms and Conditions") are incorporated in and made a part of this Quote.

The terms of this Quote shall control in the event of a conflict with any of the provisions of the Terms and Conditions.

**Additional Comments:**

N/A

## **AVID Standard Terms and Conditions**

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center") and Tracy Unified ("Client").

### **Article I. Definitions**

**1.1. AVID College Readiness System Services and Products Agreement ("Agreement"):** The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable, incorporated addenda.

**1.2. AVID College Readiness System:** The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).

- (a) AVID Elementary is a foundational component for elementary sites (grades K–8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.
- (b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.
- (c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.

**1.3. AVID Materials:** Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.

**1.4. AVID Member Site:** Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.

**1.5. AVID Methodologies:** Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

**1.6. AVID Programs:** Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education (with the corresponding program indicated in parentheses in this Paragraph). Some of the specific AVID Programs are further defined in a corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle School and High School Libraries, if so ordered by Client).

**1.7. Service and Product Exhibits:** The language in this Agreement that relate specifically to a corresponding service or product ordered on the Quote(s).

**1.8. Payment Terms:** The terms of when payment is due as listed in this Agreement.

**1.9. Quote:** The order document that is fully incorporated into this Agreement.

### **Article II. Period of Agreement**

**2.1. Term:** The term of this Agreement shall remain in effect indefinitely, unless earlier terminated as provided herein, but each Quote shall be in effect only during period stated in the Quote ("Term"). Upon expiration of a Quote, these AVID Center Standard Terms and Conditions shall remain in effect for the duration of the Term.

### **Article III. Licenses and Proprietary Rights**

**3.1. Copyright License:** Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

- (a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.
- (b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]
- (c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.
- (d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and

students of the AVID Member Sites are allowed access to the website.

- (e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.
- (f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.
- (g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

3.2. Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to

the terms of this license and the other provisions of this Article III.

3.3. Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.

3.4. Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

3.5. Enforcement: The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

3.6. Proprietary Notices: Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

3.7. Infringement: Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

3.8. Compliance with Laws: Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.



3.9. **Data Collection:** On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this section in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

3.10. **Sole Source:** AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes Intellectual property—copyrights and trademarks—in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and certification processes.

#### **Article IV. Compensation**

4.1. **Quotes—Invoicing and Payment:** AVID Center will invoice Client upon execution of this Agreement and payment is due net 30. Should Client issue Purchase Order(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement.

#### **Article V. Status of Parties**

5.1. **Independent Contractors:** AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

#### **Article VI. Authority**

6.1. **AVID Center Authority:** AVID Center represents that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to

bind AVID Center to perform all of its obligations under this Agreement.

6.2. **Client Authority:** Client represents that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client represents that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

#### **Article VII. Termination**

7.1. **Termination for Cause:** Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.

7.2. **Termination Without Cause:** Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

7.3. **Cessation of Use:** Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

7.4. **Cumulative Remedies:** All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Paragraphs 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

#### **Article VIII. General Provisions**

8.1. **Governing Law and Venue:** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if AVID is the party initiating the action



(e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State; and (ii) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California.

**8.2. Entire Agreement:** All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

**8.3. Limitation of Liability:** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

**8.4. Force Majeure:** Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

**8.5. Severability:** If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

**8.6. Attorney Fees:** In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.

**8.7. No Assignment, Delegation or Transfer:** Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

**8.8. Notice:** All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day

following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested.

**8.9. Counterparts:** This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

**8.10. Waiver:** The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

**8.11. Facsimile and Electronic Signatures:** The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

## **Article IX. Services and Products Exhibits**

**9.1 AVID District Leadership Training: ADL Training:** AVID provides AVID District Leadership (ADL) Training as part of the ADL fee. ADL Training sessions are designed to prepare and support the AVID District Director. The five sessions are taken in sequential order over a two-year period at various facilities throughout the country (the Client should periodically check [www.avid.org](http://www.avid.org) for listings). The District Director is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. ADL Training is for district-level personnel responsible for start-up and quality assurance of the AVID College Readiness System as described above. ADL includes small-group trainings which consist of AVID methodologies, understanding the role and responsibilities of the District Director; and learning about our online resources, data collection, certification, and continued professional learning.

The ADL Training Schedule is split into two years as follows:

	Training Level	Time
Year 1:	Summer Institute/Session 1	3 days, summer
	Session 2	3 days, fall

	Session 3	3 days, spring
Year 2:	Summer Institute/Session 4	3 days, summer
	Session 5	3 days, fall

- (a) Summer Institute: The District Director leads the district's AVID site team facilitation at the AVID Summer Institute. The District Director may attend any additional Summer Institutes other than when they attend for Sessions 1 and 4 as part of their ongoing training; therefore, any such Summer Institute registration fee for the District Director is included in the total ADL price.
- (b) Materials: After attending ADL Session 1, the District Director will be provided with a sample set of all Elementary, Middle Level and High School curriculum, materials, and supplemental materials needed for district support.
- (c) AVID National Office & Divisional Support: AVID Center will provide support from our national office and divisional/state offices. This support will consist of phone calls, emails, and district visits at the discretion of AVID Center.

9.2 AVID Secondary Membership/Curriculum: "AVID Members" or "AVID Member Sites" are those school sites listed on the Quote as implementing one or more AVID programs—Secondary, or Elementary/Secondary. Annual membership runs concurrently with the Term of AVID Standard Terms and Conditions.

- (a) AVID College Readiness System and Materials: Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit and the AVID Standard Terms and Conditions.
- (b) AVID Center Support for Secondary: AVID Center agrees to provide support to Client for its Secondary AVID Member Sites through the District Director and in conjunction with AVID Center's national and/or divisional offices. Membership for Client and AVID Member Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:
- Access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
  - Access to training for the District Director through AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
  - Access to other quality continuing professional learning trainings or services such as AVID Path to Schoolwide Trainings, AVID Weekly, AVID Roadtrip Nation Experience, and others;

- Access to the resources available through the password-protected MyAVID portal website;
  - Coordination with Client's District Director to collect, report, and analyze data from Client and AVID Member Sites;
  - Review the quality of implementation through the certification processes;
  - Access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
  - Permission to use the AVID Trademarks as described in the Standard Terms and Conditions;
  - Assistance in disseminating information about AVID to Client's potential new AVID middle school and high school sites.
- (c) AVID Reports: AVID Center agrees to provide Client with access to reports on AVID data collected by Client.
- (d) AVID Summer Institute: AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.
- (e) Licensing Benefits: Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.
- (f) Annual Membership/License Fee: Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.
- (g) AVID Secondary Methodology: Client agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center. Client is responsible for each of its AVID Member Sites' compliance with this Exhibit.
- (h) AVID Secondary Student Selection: Client agrees to select students for AVID in accordance with the selection criteria

established in the AVID Methodologies. AVID Methodologies may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the Client and its AVID Member Sites via the MyAVID portal.

- (i) **AVID Secondary Staff Training:** Client agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member Sites.
  - (j) **AVID Summer Institute:** Client agrees to ensure that each secondary site in their initial year of implementing AVID Secondary will send a minimum of eight (8) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID Summer Institute registration pricing is listed on the Quote, if ordered. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the registration.
  - (k) **Professional Learning:** Client agrees to conduct AVID professional learning for its AVID Member Sites based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in training materials, and on the content areas related to educational reform initiatives in public schools in Client's state.
  - (l) **AVID Curriculum Library:** The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. Each type of Curriculum Library—Middle School or High School—consists of a set of AVID publications and materials.
  - (m) **Curriculum Library:** To ensure proper implementation of AVID Secondary, Client agrees to purchase at least one (1) complete AVID Curriculum Library for each AVID Member Site newly implementing AVID Secondary, as listed on the Quote. AVID Curriculum Library prices are set forth on the Quote, if ordered. Client shall be entitled to use an AVID Secondary library only at the AVID Member Sites for which the materials were originally purchased. AVID libraries are non-transferable. Client and its individual AVID Member Sites agree to ensure that each AVID classroom has adequate AVID curriculum materials. The use of the AVID Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of the AVID Standard Terms and Conditions.
  - (n) **Curriculum Shipment(s):** If ordered on the Quote, AVID Center will ship curriculum libraries upon full execution of the AVID College Readiness System Services and
- 2019 - 2020 Tracy Unified Drafted: 03/27/2019

Products Agreement, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client as indicated on the Quote as the "Requested Delivery Date". Curriculum will be shipped to the addresses listed on the Quote as provided by Client. Client confirms that this date and location reflect the best time and location for receipt of shipment. Client should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement and purchase order or form of payment. The Requested Delivery Date is provided for Client's convenience only. AVID Center's collection and Client's provision of such date does not constitute an affirmation of fact or promise, nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

**9.3 AVID Elementary Membership/Curriculum:** "AVID Members" or "AVID Member Sites" are those school sites listed on a Quote as implementing one or more AVID programs—Elementary, or Elementary/Secondary. Annual membership runs concurrently with the Term of this Exhibit.

(a) **AVID College Readiness System and Materials:** Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit.

(b) **AVID Center Support for AVID Elementary:** AVID Center agrees to provide support to Client for its Elementary AVID Member Sites through the District Director and in conjunction with AVID Center national and/or divisional offices. AVID Elementary support includes:

- Access to training for the AVID Elementary site team(s) through AVID Summer Institute;
- Access to training for the District Director at AVID Summer Institute and through the AVID District Leadership Training;
- Access to coaching visits for implementation guidance;
- AVID Center technical assistance for the District Director;
- Coordination with Client's District Director to collect, report, and analyze data from AVID Member Sites;
- Permission to use the AVID Trademarks as described in the AVID Standard Terms and Conditions;
- Elementary AVID Weekly for each AVID Member Site listed on the Quote as implementing the Elementary program; and

- Assistance in disseminating information about AVID to school sites interested in implementing AVID Elementary.

(c) AVID Reports: AVID Center agrees to provide Client with reports on AVID data collected by Client.

(d) AVID Summer Institute: AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Elementary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

(e) Licensing Benefits: Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

(f) Annual Membership/License Fee: Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.

(g) AVID Elementary Methodology: AVID Elementary classrooms will embed the AVID Methodologies across the curriculum and school day as designated in the implementation resources. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center.

(h) AVID Elementary Staff Training: Client agrees to provide at its expense, ongoing training for all AVID Elementary administrators, classroom teachers and staff through AVID Summer Institute.

(i) AVID Summer Institute: All AVID Member Sites in Year 1 of implementing the AVID Elementary program will send a minimum of four (4) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID Elementary site team will include a site administrator and lead teachers. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. The AVID Summer Institute registration pricing is listed on the Quote, if ordered. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

(j) AVID Curriculum Library: The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. The Elementary Curriculum Package consists of a set of AVID publications and materials.

(k) Curriculum Library: To ensure proper implementation of AVID Elementary, Client agrees to purchase at least one (1) complete AVID Elementary Curriculum Package for each AVID Member Site newly implementing AVID Elementary, as listed on the Quote. Curriculum Library prices are set forth on the

Quote, if ordered. Client shall be entitled to use the AVID Elementary Curriculum Package only at the AVID Member Sites for which the materials were originally purchased. The AVID Elementary Curriculum Package is non-transferable. Client and its AVID Member Sites agree to ensure that each AVID classroom has adequate AVID materials. The use of the Curriculum Library, which is part of the AVID Materials, will also be subject to the provisions of the AVID Center Standard Terms and Conditions.

(l) Curriculum Shipment(s): If ordered on the Quote, AVID Center will ship curriculum libraries upon full execution of the AVID College Readiness System Services and Products Agreement, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client, if provided. Curriculum will be shipped to the addresses listed on the Quote as provided by Client. Client confirms that this date and location reflect the best time and location for receipt of shipment. Client should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement and purchase order or form of payment. The Requested Delivery Date is provided for Client's convenience only. AVID Center's collection and Client's provision of such date does not constitute an affirmation of fact or promise, nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,  
a California Non-Profit Corporation  
501(c)(3)

DocuSigned by:  
*David Greulich*  
ECA8539C00044D...

Signature: \_\_\_\_\_  
Print  
Name: David Greulich

Title: Controller

Date: 4/9/2019 | 1:44 PM PDT

AVID Center  
9797 Aero Drive, Suite 100  
San Diego, CA 92123  
Employer ID # 33-0522594

Tracy Unified

DocuSigned by:  
*cgoodall@tusd.net*  
09F225F9F7074C5...

Signature: \_\_\_\_\_  
Print  
Name: cgoodall@tusd.net

Title: Associate Superintendent for Business Serv

Date: 4/9/2019 | 1:27 PM PDT





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 1, 2019  
**SUBJECT:** **Approve Agreement for Special Contract Services with California State University, Stanislaus to Provide Professional Development Literacy Workshops through the Greater Valley Writing Project with an Emphasis on English Learners for Bohn Elementary for the 2019-2020 School Year**

**BACKGROUND:** Writing is pivotal to learning. No matter what students are studying, they benefit when they use writing to understand concepts, solve problems, communicate ideas, and make sense of what they read and learn. Based on our students' writing, we need to do more to support our teachers as they prepare students, especially our English Language Learners (ELL), to meet and exceed the Common Core State Standards and California English Language Development Standards (CA ELD Standards). Our CA ELD Standards amplify the California State Standards for English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects (ELA/Literacy). English learners need to have a purpose for using language (social function), know how to use the language meaningfully, and know how to access resources to be knowledgeable of language in order to be precise in language use to convey exact meaning. The CA ELA/Literacy and CA ELD Standards both integrate reading, writing, speaking, listening, and language as expressed in key themes of Meaning Making, Language Development, Effective Expression, Content Knowledge, and Foundational Skills.

**RATIONALE:** Effective teachers try to differentiate between ELLs' content knowledge and their writing proficiency. Although ELLs may achieve a high level of content knowledge, aspects of their writing (e.g., incomplete knowledge of idioms, vocabulary, and writing styles) can suggest a poor grasp of content. ELLs need opportunities to explain their writing to teachers and to obtain help in expressing their knowledge effectively. Because writing in English is challenging for ELLs, their progress depends greatly on the learning environment and the scaffolding provided. When large writing tasks are subdivided into manageable steps, students experience greater success. ELLs may need more help with vocabulary, spelling, and word order than English-proficient students do, but helping ELLs get started is an investment in their development. Through our Greater Valley Writing Project professional development workshops, our teachers will learn and practice high-leveraging strategies to support our ELLs and language acquisition to their everyday classroom practices. This series of workshops will help support teachers emphasizing instructional approaches for developing the writing and reading skills of English learners. This aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #3: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** The cost for the five professional development workshops focused on implementing writing strategies to support all students will cost Bohn Elementary a total of \$4,992.00. This will be paid for out of our site's targeted EL budget.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with California State University, Stanislaus to Provide Professional Development Literacy Workshops through the Greater Valley Writing Project with an Emphasis on English Learners for Bohn Elementary for the 2019-2020 School Year.

**Prepared by:** Mrs. Kelly Patchen, Bohn Elementary School Principal.

## TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and California State University, Stanislaus, 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: Implement a professional development program for Bohn Elementary teachers.

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 and Exhibit A, beginning September 1, 2019 ("Beginning Date") and shall not extend beyond May 30, 2020 ("Ending Date"), under the terms of this agreement at the following location: Louis Bohn Elementary School.

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

- a. District shall pay Contractor the following firm fixed price of \$4,992 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$4,992. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a [ ] 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 September 1, 2019, and shall terminate on May 30, 2020. Contractor is not obligated to continue work or provide services and TUSD is not obligated to compensate Contractor for expenses incurred or commitments made before the



Beginning Date or after the Ending Date.

5. Either party has the right to terminate this agreement for any reason by giving thirty (30) days written notice of intent to terminate. Upon receipt of such notification, Contractor shall cease incurring costs under this Agreement and take action to cancel all outstanding obligations.

Contractor will be reimbursed for all expenses incurred in accordance with Exhibit B, and any reasonable non-cancelable obligations, up to the maximum reimbursement amount. Upon payment of such costs, TUSD shall be entitled to, and Contractor agrees to deliver, all data, reports, information, and deliverables which Contractor has generated through the date of termination.

In the event that Contractor commits any breach of or defaults on any of the terms or conditions of this Agreement, and also fails to remedy such default or breach within ten (10) days of receipt of written notice thereof from TUSD, TUSD may, at its option and in addition to any other remedies which it may have at law or in equity, terminate the whole or any part of this Agreement, and such termination shall be effective on the date of Contractor's receipt of such written notice.

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. All notices required to be given by either party to the other party shall be made in writing. Notices shall be effective upon their receipt. Notice to each party shall be addressed to the appropriate party as listed in Exhibit C.
7. Contractor shall contact the District's designee, Kelly Patchen, at (209) 830-3300 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.

- c. Tracy Unified School District (1875 W. Lowell Avenue, Tracy, CA 95376) shall be named as an Additional Insured as follows: Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insured with the respects to Liability.

The coverage shall be primary and non-contributory, with respect to general liability with waiver of subrogation for workers compensation.

The additional insured endorsement will indicate the effective date, policy number, and the name of the insurance carrier.

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.

District agrees to hold harmless and to indemnify Contractor for:

Any injury to person or property sustained by District or by any person, firm or corporation employed directly or indirectly by the District 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 District, or any person, firm or corporation directly or indirectly employed by District 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 District 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 Contractor for any such claim or demand, and pay or satisfy any judgment that may be rendered against Contractor in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require District to hold harmless or indemnify Contractor for liability or damages resulting from the negligence or willful act or omission of Contractor 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. Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

Contractor and TUSD shall maintain the privacy of personal information and protected data as confidential information. Confidential information shall not be used, disclosed or released without full compliance with applicable state and federal privacy laws, and this Agreement

12. Any dispute arising under or resulting from this Agreement that is not resolved within 60 days by mutual agreement shall be brought to the attention of the parties authorized representatives for resolution. If the informal dispute resolution process is unsuccessful, the parties may pursue all remedies not inconsistent with this Agreement.
13. 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.
14. 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.
15. 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.

16. By accepting this contract with Contractor, Tracy Unified School District certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or Agency.

**IN WITNESSS WHEREOF**, this agreement contains the entire agreement between both parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this agreement shall be binding. This agreement may not be changed except by mutual agreement of the parties reduced to writing and signed.

**AGREED:**

\_\_\_\_\_  
Darrell Haydon  
Vice President for Business and Finance

\_\_\_\_\_  
Kimberly Greer, Ph.D.  
Provost and Vice President for Academic  
Affairs

\_\_\_\_\_  
77-0207337  
Federal Tax ID

\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
  
\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

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

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

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

## **Exhibit A**

### **2019 -20 Scope of Work Implementing Approaches to Meet California Writing Standards**

A Great Valley Writing Project professional development program for Louis Bohn Elementary School, Tracy, California

**Carol Minner**, Director Great Valley Writing Project will:

- collaborate with Louis Bohn Elementary administrators to set logistics and content of PD focused on teaching writing to all students
- create scope of work and budget
- collaborate with GVWP coordinator to create PD content and select Teacher Consultant presentation team

**GVWP Teacher Consultant** to serve as coordinator; collaborate with Carol Minner to create content and lead a team of GVWP TCs to present ELD literacy strategies.

**GVWP TCs** to plan and present **five** literacy workshops with an emphasis on English learner development.

Sept. 2019- May 2020 during early-release days and buy back day for all K-5 teachers

**GVWP Student Assistant** will provide clerical support for the director and GVWP teacher leaders.

**Dates:** Sept 1, 2019 - May 30, 2020

**Location:** Louis Bohn Elementary  
350 E Mt Diablo Ave.  
Tracy, CA 95376

**Contact**

Kelly Patchen, Principal  
350 E Mt Diablo Ave, Tracy, CA 95376  
209) 830-3300

## **Exhibit B**

### **Bohn Elementary School Budget Implementing Writing Strategies Supporting All Students**

A Great Valley Writing Project professional development program for Bohn Elementary Teachers, Tracy California.

**Date:** Sept 1, 2019 - May 30, 2020

<b>Carol Minner, Director</b>	1 day @ \$225	\$ 225
<b>GVWP TC Coordinator,</b>	6 days to coordinate prof. development 6 days @ \$250	\$1500
<b>GVWP TC Presenters</b>	10 days to prepare and present 5 sessions 10 days @ \$250	\$2500
<b>Student Assistant</b>	2 hours x \$12	\$ 24
<b>Salaries/Stipends</b>		<b>\$4249</b>
<b>Benefits (calculated at 4.45%)</b>		<b>\$ 189</b>
<b>Total Salary</b>		<b>\$4438</b>
<b>Materials, supplies, copies</b>		<b>\$ 100</b>
<b>Sub Total</b>		<b>\$4538</b>
<b>CSU Indirect (10%)</b>		<b>\$ 454</b>
<b>Total Contract Charges</b>		<b><u>\$4992</u></b>

**Exhibit C  
Agreement Contacts**

University Contacts	Agency Contacts
<b>Administrative Contact</b> Name: Joyce Bell Grant & Contract Specialist Address: CSU Stanislaus One University Circle Turlock, CA 95382 Telephone: (209) 667-3784 Fax: (209) 664-7048 Email: jbell6@csustan.edu	<b>Administrative Contact</b> Name: Mrs. Kelly Patchen, Bohn Elem Principal Address: Bohn Elementary 350 E Mt Diablo Ave Tracy, CA 95376 Telephone: (209) 830-3300 Fax: Email: kpatchen@tUSD.net
<b>Principal Investigator</b> Name: Oddmund Myhre Interim Dean College of Education Address: CSU Stanislaus One University Circle Turlock, CA 95382 Telephone: (209) 667-3652 Fax: (209) Email: omyhre@csustan.edu Project Director: Carol Minner	<b>Principal Investigator</b> Name: Mrs. Kelly Patchen, Bohn Elem Principal Address: Bohn Elementary 350 E Mt Diablo Ave Tracy, CA 95376 Telephone: (209) 830-3300 Fax: Email: kpatchen@tUSD.net
<b>Financial Contact</b> Name: Trish Hendrix Lead Post Award Specialist Address: CSU Stanislaus One University Circle Turlock, CA 95382 Telephone: (209) 667-3979 Fax: (209) 667-3076 Email: phendrix@csustan.edu	<b>Financial Contact</b> Name: Casey Goodall, Associate Superintendent of Business Services Address: 1875 W. Lowell Avenue Tracy, CA Telephone: (209) 830.3230 Fax: (209) 830.3269 Email: cgoodall@tUSD.net
<b>Authorized Official</b> Name: Dr. Kimerly Greer Provost and VP Academic Affairs Address: CSU Stanislaus One University Circle Turlock, CA 95382 Telephone: (209) 667-3203 Fax: (209) 664-7003 Email: kgreer@csustan.edu	<b>Authorized Official</b> Name: Julianna Stocking Director of Continuous Improvement, State & Federal Programs Address: 1875 W. Lowell Avenue Tracy, CA Telephone: (209) 830.3232 ext. 1553 Fax: Email: jstocking@tUSD.net



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** April 16, 2019  
**SUBJECT:** **Approve Out of State Travel for Educational Services Staff to Present At and Attend the Model Schools Conference by the International Center for Leadership in Education in Washington, D.C., June 23-26, 2019**

**BACKGROUND:** The International Center for Leadership in Education (ICLE), a division of Houghton Mifflin Harcourt (HMH) partnered with the District to provide staff development beginning in 2014 with the Rigorous Curriculum Design (RCD) process. During the 2017-2018 and 2018-2019 school year, the District partnered with them to provide professional development in the Rigor/Relevance Framework to District and site administrators and teachers. Through a comprehensive and blended approach, ICLE continues to support our implementation of the California Standards through a series of courses and coaching to fit our leadership needs, as well as the context of the District. The implementation process is supported by an online tool, accessible by both Administrators and ICLE Leadership Consultants, where school-specific data is collected, goals are set, and progress is monitored to continue to build effective instructional leaders, capable of unlocking the instructional power of each teacher and, in turn, the learning potential of all students.

**RATIONALE:** Houghton Mifflin Harcourt (HMH)/ICLE have written a professional book regarding the Rigorous Curriculum Design (RCD) process to be published in June 2019. Included in the book is the RCD journey Tracy Unified has been engaged in over the past five years. Consultants from HMH/ICLE have invited and requested that Dr. Sheila Harrison, Associate Superintendent of Educational Services and Melissa Beattie, Director of Professional Learning attend the Model Schools conference and provide presentations regarding the book to highlight the work Tracy Unified staff have done with the Rigorous Curriculum Design (RCD) process and the implementation of the Rigor/Relevance Framework to support instruction. In addition, the valuable partnership between ICLE, a division of HMH and the District will be highlighted. Furthermore, Poet Christian School has applied for and been selected to present at the Model Schools conference regarding the work they are doing at their school to improve teaching and learning. Educational Services staff will be in attendance at their presentations to provide TUSD's support. Finally, consultants from HMH have requested that Dr. Harrison participate in and provide presentations to highlight the work the District has engaged in with HMH's Data Insights Prototype this school year to make student achievement data more visible.

This agenda request 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; and District Strategic Goal #3: Apply fiscal,



operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** HMH/ICLE will pay for the cost of attending the conference. The District will pay for hotel, airfare, airport parking/transportation, mileage and meals not to exceed \$4300.00 and will be paid by District Carryover Title I funds.

**RECOMMENDATION:** Approve Out of State Travel for Educational Services Staff to Present At and Attend the Model Schools Conference by the International Center for Leadership in Education in Washington, D.C., June 23-26, 2019.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** April 8, 2019  
**SUBJECT:** Approve Overnight Travel for Kimball High Senior Class to Attend Grad Night at Magic Mountain on May 16-17, 2019

**BACKGROUND:** The graduating class of 2019 will travel by district-chartered busses to Magic Mountain. 176 Kimball students, eight chaperones and one administrator will attend this event. Attending students met Senior requirements and academic arrangements have been made for those who plan to attend.

**RATIONALE:** It has been a tradition to send graduating seniors off to a fun location to celebrate their exit from high school. Kimball High seniors have chosen Magic Mountain, located in Southern California. They will leave Kimball High the afternoon of May 16, traveling by district chartered bus(s) to travel to Southern California. After the all night event, students will return to Tracy Friday, May 17. 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.

**FUNDING:** The estimated cost of this event is \$12,000.00. Kimball High seniors will conduct fundraising activities and pay any shortfall individually with parent contributions.

**RECOMMENDATION:** Approve Overnight Travel for Kimball High Senior Class to Attend Grad Night at Magic Mountain on May 16-17, 2019.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent for Educational Services  
**DATE:** April 17, 2019  
**SUBJECT:** **Approve Overnight Travel for Kimball High School (KHS) HOSA: Future Health Professionals Student Members and Advisor to Participate in the International Leadership Conference (ILC) in Orlando, Florida on June 19-22, 2019**

**BACKGROUND:** The Kimball High School (KHS) HOSA, Future Health Professionals student organization would like to attend the International Leadership Conference (ILC) June 19-22, 2019 at Disney's Coronado Springs Resort in Orlando, Florida. The KHS HOSA student organization will have a chance to attend informational workshops, compete in academic and skill oriented activities, submit members for special recognition and become a part of the larger international HOSA team. The chapter will be staying at the Disney's Coronado Springs Resort in Orlando, Florida. Transportation will be provided by the advisor's personal vehicle and commercial airlines. Two students will be participating. Supervision will be provided by teacher Ms. Bermodes, accompanying parents and the HOSA event staff.

**RATIONALE:** It is the goal of KHS to provide students with increased Health Occupations opportunities. The KHS HOSA students area uniquely qualified to participate in this event and represent their own and KHS's dedication to the Health Science occupations. At the recent California State Leadership Convention, 21 KHS HOSA members attended and competed. Two students earned third place (Bronze Medal) in Forensic Science and qualified to compete at the ILC. This conference will allow the team members to compete at the highest level. This aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** The cost to the students includes registration (\$90), transportation by airplane (\$550), hotel accommodations (at \$189 per room per night, shared between the other KHS HOSA students in attendance) and food (approximately \$150). These costs will be paid by a combination of personal funding and fundraising. Total costs not to exceed \$8000.

**RECOMMENDATION:** Approve Overnight Travel for Kimball High School (KHS) HOSA: Future Health Professionals Student Members and Advisor to Participate in the International Leadership Conference (ILC) in Orlando, Florida on June 19-22, 2019.

**PREPARED BY:** Benjamin Keller, Principal, Kimball High School



# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. Brian Stevens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** April 17, 2019  
**SUBJECT:** **Approve Overnight Travel for the Kimball High School (KHS) Yearbook Design Students to Attend the Bay Area Yearbook Seminar at UC Santa Cruz, CA June 25-27, 2019**

**BACKGROUND:** The leaders of the Kimball High School (KHS) Yearbook Design class plan to attend the Bay Area Yearbook Seminar. Six students and Advisor, teacher Christopher Munger, will attend the seminar. Transportation will be provided by each student's parent. The students and advisor will be staying in the dorms at UC Santa Cruz, CA. Students will be supervised by Mr. Munger, Jostens staff and UC Santa Cruz Resident Assistants.

**RATIONALE:** The opportunity to participate in a three-day intensive yearbook seminar will be invaluable to the KHS Yearbook students. The seminar will provide students the opportunity to learn the importance of teamwork. At the seminar, students will create a theme, plan the page ladder and design the templates for the 2019-2020 yearbook. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and, District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** There will be no cost to the District. Registration, food and lodging will be paid by Jostens and Yearbook ASB funds for the yearbook students and advisor.

**RECOMMENDATION:** Approve Overnight Travel for the Kimball High School (KHS) Yearbook Design Students to Attend the Bay Area Yearbook Seminar at UC Santa Cruz, CA June 25-27, 2019.

**Prepared by:** Benjamin Keller, Principal, Kimball High School.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** April 30, 2019  
**SUBJECT:** **Approve Agreement for Special Contract Services with Community Medical Centers, Inc. to provide Mental Health Services to Kimball High School, Tracy High School, Williams Middle School Bohn Elementary School, South/West Park Elementary School and Freiler Elementary School during the 2019-2020 school year**

**BACKGROUND:** TUSD provides mental health services to students whose emotional state is posing as a barrier to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary and needed for students with a clinical diagnosis for a mental health disorder, for students undergoing a crisis and/or for those who have unresolved emotional issues affecting their ability to learn.

**RATIONALE:** Social and Emotional interventions are a part of the multi-tiered system of support that the district uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. Students benefit greatly from having behavioral health clinicians on school site campuses, and TUSD relies on this service to aid in its support of students who struggle with emotional issues during the school year. TUSD will contract with Community Medical Centers, Inc. to provide targeted and intensive behavioral health interventions at Tracy High School, Kimball High School, Williams Middle School, Bohn Elementary School, South/West Park Elementary School and Freiler Elementary School, using LCAP funding. This effort supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, and District Strategic Goal#3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The total cost for Community Medical Centers will not exceed \$138,720. This funding will be paid with District LCAP funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Community Medical Centers, Inc. to provide Mental Health Services to Kimball High School, Tracy High School, Williams Middle School Bohn Elementary School, South/West Park Elementary School and Freiler Elementary School during the 2019-2020 school year

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide Mental Health services ("Services"), including but not limited to assessment, diagnosis, and treatment of mental health disorders. Vendor may also provide counseling services to students who do not meet medical necessity for a mental health disorder. Services shall be provided to the the following sites: Tracy HS, Kimball HS, Freiler Elementary, SW Park, Bohn ES and Williams Middle. Clinicians shall be registered associates with a BBS in Social Work, Marriage and Family Therapy, Marriage and Family Clinical Counseling, or Clinical Psychology, and Contractor shall provide proof of registration and qualifications in advance of Services being provided.
  - a. 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), inclusive of subparagraphs and Exhibit "A" ("Scope of Services") attached hereto and incorporated herein by this reference. Contractor represents that it has the qualifications and abilities to perform the Services in a professional manner, without the advice or control of District. Contractor's services will be performed, reports and recommendations prepared in accordance with generally accepted principles and practices of its profession for services to California public school districts.
  - b. As part of its Services, Contractor shall comply with all applicable federal, state, and local laws and regulations.
2. This Agreement and its exhibits, if any, 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.
3. Contractor will provide the above Services(s), as outlined in Paragraph 1, for a period of up to a total of 60 [☒] HOURS PER WEEK [☐] DAYS, under the terms of this Agreement at the locations identified in Paragraph One of this Agreement.
4. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay ~~\$60.00~~ [☒] HOUR [☐] DAY [☐] FLAT RATE, not to exceed a total of One Hundred Thirty Eight Thousand, Seven Hundred and Twenty (\$138,720). Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [☐] SHALL [☒] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.

- c. District shall make payment of all properly invoiced, undisputed amounts for services actually provided on a [☒] MONTHLY PROGRESS BASIS [☐] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District.
5. The terms of the agreement shall commence on July 1<sup>st</sup>, 2019 and shall terminate on June 30<sup>th</sup>, 2020.
6. 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. Notice shall be made to the parties as follows:
- a. Notice to District:
- Tracy Unified School District  
1875 W. Lowell Avenue  
Tracy, California 95376  
ATTN: Superintendent
- b. Notice to Contractor:
- Community Medical Centers, Inc.  
7210 Murray Drive  
Stockton, CA 95210  
ATTN: Alfonso Apu, LCSW
7. 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.
8. Contractor shall contact the District's designee, Molly Long, at (209) 830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
9. 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. District shall not control and shall not have any right to control the activities of Contractor in carrying out its Services and shall have no responsibility for Contractor's compliance with federal, state, or local laws or regulations. 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. Contractor understands and agrees that it and all of its employees or subcontractors shall not be considered officers, employees, agents, partners, or a joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled. 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. Contractor shall assume full responsibility for payment of all federal, state and local taxes on contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees or subcontractors.
- a. Contractor shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. Contractor shall

also be required to provide proof (Certificate of Insurance) of commercial automobile liability, any auto coverage in a minimum amount of one million dollars (\$1,000,000) per accident for bodily injury and property damage. Contractor shall also be required to provide proof of Workman's Compensation coverage with waiver of subrogation. A separate additional insured endorsement shall be provided for all policies 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 shall be required to provide proof of Professional Malpractice Liability Insurance for Contractor, its officers, agents, employees, and volunteers in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate limit. If Contractor's Professional Malpractice Liability insurance is provided on a claims-made basis, upon the expiration or termination of this Agreement, Contractor shall continuously maintain such insurance or purchase extended reporting period (i.e., "tail") coverage for the longest extended reporting period then available to ensure that insurance coverage in the amounts stated above is maintained for claims that arise from Services provided under this Agreement.
- c. Contractor [ ☒ ] WILL [ ☐ ] WILL NOT have significant contact with students. Proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation, is also required. 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.

To the furthest extent permitted by California law, Contractor agrees to hold harmless and to indemnify District, including its board members, representatives, officers, consultants, employees, and volunteers, from and against:

Any and all demands, losses, liabilities, claims, suits, damages, costs expenses, judgment and actions ("Claims") of any kind, nature and description, including but not limited to personal injury, bodily injury, death, property damage, and attorney fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor or its employees or subcontractors in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District. Contractor shall pay or satisfy any judgment that may be rendered against District in any such Claim proceeding or the result thereof.

And Contractor at his or her own cost, expense and risk, shall defend any and all claims, actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, The District shall have the right to accept or reject any legal representation Contractor proposes for District's defense.

- 10. 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.
- 11. 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.

12. Confidentiality. Contractor and its employees, agents, staff, and subcontractors shall maintain the confidentiality of all information received in the course of performing the Services under this Agreement. This confidentiality requirement applies to all student information obtained by the Contractor as set forth in the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. part 99); the Education Code (including Section 49060 et seq.); the Health and Safety Code (including Sections 123100 et seq.); and the Health Insurance Portability and Accountability Act. The requirement of this shall extend beyond the completion or termination of this Agreement.

Contractor and District further agree and acknowledge that the District is in possession of student educational records only (see 20 U.S.C. § 1232g subd. (a)(4); 34 C.F.R. part 99) and will not provide services constituting a "business associate," per 45 C.F.R. 160.103. Therefore, the parties acknowledge that a business associate agreement is not needed.

13. To the extent permitted pursuant to federal, state, and local laws and regulations, District shall become the owner of, and entitled to, access to 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. This clause explicitly exempts any records or documentation that are not considered educational records and instead constitute Protected Health Information as defined under HIPAA, as well as any other state and federal law.
14. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or for the Services performed in connection with this Agreement. District's financial obligations under this Agreement shall be limited to the payment of compensation as provided for herein.
15. 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. Contractor's obligation to comply with applicable federal, state, county and municipal laws, ordinance, regulations, orders and decrees is a non-delegable duty and belongs solely to Contractor.
16. 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.
17. 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:**

Cliff Hays CEO  
Community Medical Centers, Inc. Title

3/21/19  
Date

\_\_\_\_\_  
IRS Identification Number

7210 Murray Dr.  
Address

Stockton CA 95210

\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

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

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

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

Exhibit A  
Scope of Services

Contractor shall provide the following services ("Services"):

1. Provide Mental Health services ("Services"), including but not limited to assessment, diagnosis, and treatment of mental health disorders. Vendor may also provide counseling services to students who do not meet medical necessity for a mental health disorder. Services shall be provided to the following sites: Tracy HS, Kimball HS, Freiler Elementary, and Williams Middle. Clinicians shall be registered associates with a BBS in Social Work, Marriage and Family Therapy, Marriage and Family Clinical Counseling, or Clinical Psychology, and Contractor shall provide proof of registration and qualifications in advance of Services being provided.
2. Collect and maintain *Informed Consent To Treat A Minor* Forms ("Forms") on Forms provided by the District, or Forms approved by District.
3. Promptly comply with District Requests for Release of Information and/or Requests for Exchange of Information ("Requests"), to the extent such Requests do not seek protected health information, or to the extent that a parental or guardian waiver or consent form is obtained for the release of such information.
  - a. Upon receipt of a Request, Contractor shall respond within 2 business days, either:
    - i. Providing the requested information
    - ii. Providing all information identified as releasable, and providing an identification of the type and scope of information requested which Contractor contends cannot be released, including an explanation. Contractor shall cooperate with District in resolving any disputes regarding Requests.
4. Contractor shall not provide the following services:
  - a. Prescribing medication;
  - b. Adjusting or otherwise altering medication.
5. Contractor shall comply with the mandated reporting requirements detailed in Penal Code sections 11164 et seq., including training staff members on an annual basis and documenting compliance with the mandated reporting training requirements. District shall not have responsibility for Contractor's compliance with these requirements, nor shall District be liable for any damage, harm, or injury resulting in whole or in part therefrom.
6. To the extent permitted pursuant to federal, state, and local laws and regulations, Contractor shall use reasonable best efforts to notify the District within 24 hours of concerns regarding the health and safety of a student that may impact the student's educational program. As an independent contractor, District is not constructive notice or actual notice of Contractor's knowledge, information, or concerns absent Contractor's communication thereof. District shall not have responsibility for Contractor's compliance with federal, state, or local laws and regulations requiring notice, nor shall District be liable for any damage, harm, or injury resulting in whole or in part therefrom.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** 4/2/2019  
**SUBJECT:** Approve Agreement for Special Contract Services with Joni Dickson Garcia, LMFT to Provide Mental Health Services to TUSD Pre-Schools during the 2019-20 School Year

**BACKGROUND:** TUSD provides mental health services to students whose emotional state is posing as a barrier to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary and needed for students with a clinical diagnosis for a mental health disorder, for students undergoing a crisis and/or for those who have unresolved emotional issues affecting their ability to learn.

**RATIONALE:** Social and Emotional interventions are a part of the multi-tiered system of support that the district uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. Students benefit greatly from having behavioral health clinicians on school site campuses, and TUSD relies on this service to aid in its support of students who struggle with emotional issues during the school year. TUSD will contract with Joni Dickson Garcia, LMFT, to provide targeted and intensive behavioral health interventions at TUSD Pre-schools using Title 1 funding. This effort supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The total cost for contracting with Joni Dickson Garcia, LMFT, to provide Mental Health Services to TUSD pre-schools will not exceed \$13,046.00. This funding will be paid with District Title 1 funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Joni Dickson Garcia, LMFT, to Provide Mental Health services to TUSD Pre-Schools during the 2019-20 School Year.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Joni Dickson Garcia, LMFT #102382, 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 Mental Health Services @ \$60/hr to TUSD pre-schools during the 2019-20 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 204 ( ) ☒ HOURS | | DAYS, under the terms of this agreement at the following location Pre-School locations.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 60 per ☒ HOUR | | DAY | | FLAT RATE, not to exceed a total of \$ 12240.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District ☒ SHALL | | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 806.00 for the term of this agreement.
  - c. District shall make payment on a ☒ MONTHLY PROGRESS BASIS | | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2019, and shall terminate on June 30, 2020.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Molly Long, LCSW, at ( ) 209-830-3218 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 comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [☒] **WILL** | [☐] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:


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

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

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

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

**AGREED:**

  
Contractor Signature Title President/LMFT

IRS Identification Number

LMFT and President of Evolve Family Therapy PC  
Title

359 W. 14th St. Ste A1  
Address

Tracy CA 95370

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** March 21, 2019  
**SUBJECT:** **Approve Agreement for Special Contract Services with Women's Center Youth and Family Services to Provide Parenting Classes at TUSD Schools during the 2019-2020 School Year**

**BACKGROUND:** The Tracy Unified School District (TUSD) has offered parenting classes to parents as a supportive service in year's past. Women Youth and Family Services is an organization that provides classes for parents on the following topics: effective discipline, ages and stages of development, alternatives to corporal punishment, family boundaries and family communication.

**RATIONALE:** There are many potential benefits to offering parenting classes at TUSD school sites. Some examples include helping parents to set and hold boundaries with their student during homework time; teaching parents about normal behavior for specific developmental ages and stages, and how to cope and respond; Introducing them to other parents at the school, so that a support system can be developed and enhancing the school community. Additionally, this service aligns with TUSD's District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Women Youth and Family Services provide this service at no- cost to the district.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Women's Center Youth and Family Services to Provide Parenting Classes at TUSD Schools during the 2019-2020 School Year

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



# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Women's Center Youth and Family Services, 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 Parenting classes to parents at various school sites in the K-12 setting, during the 2019-2020 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of TBD by school site ( ) ☒ HOURS [ ] DAYS, under the terms of this agreement at the following location Any school within TUSD.

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

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

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

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Molly Long, at (209) 830-3218 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:**

Whusta Fiser CEO  
Contractor Signature Title

1-1-2016  
IRS Identification Number

CEO  
Title  
620 N. San Joaquin St.  
Address  
Stockton, Ca 95202

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

\_\_\_\_\_  
Date

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

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

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison,  
Associate Superintendent of Educational Services  
**DATE:** April 18, 2019  
**SUBJECT:** **Approve Out of State Travel for the Stein High School Principal and Three Teachers to Attend the Professional Learning Communities at Work Institute in Las Vegas, Nevada on June 2-6, 2019**

**BACKGROUND:** This is a three-day conference where attendees will have the opportunity to network with some of the most insightful minds in education. The presenters, all educators who have successfully led schools through the Professional Learning Community (PLC) process, are accessible to attendees throughout the event. The training includes a panel of experts to address questions from the audience, time for questions in the breakout sessions, and time for teams to reflect and seek the advice of the presenters. The focus is on the three big ideas of a PLC – focus on learning, building a collaborative culture, and results orientation. Attendees will gain specific, practical and inspiring strategies for transforming our schools and district into a place where all students learn at high levels.

**RATIONALE:** District and Site Early Release Monday (ERM) is designated for PLC time for all teachers. The PLC process is increasingly recognized as the most powerful strategy for sustained, substantive school improvement. This training will provide our team the knowledge and tools to continue to improve this powerful process in our school and develop their leadership skills to train other site staff in teaching and learning through the PLC process.

**FUNDING:** Lodging, transportation, registration, rental car, and food costs will total approximately \$10,000. These costs will be paid from District Title One Carryover Funds.

**RECOMMENDATION:** Approve Out of State Travel for the Stein High School Principal and Three Teachers to Attend the Professional Learning Communities at Work Institute in Las Vegas, Nevada on June 2-6, 2019

**Prepared by:** Mrs. Amy Thompson, George and Evelyn Stein High School, Principal.



# EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent  
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services  
April 12, 2019  
SUBJECT: **Approve Agreement for Special Contract Services with Curriculum Associates LLC for Training on IED and CIBBS Assessments for Special Education Teachers**

**BACKGROUND:** Board approval is requested to contract for training on special education assessments for Special Ed. Teachers. We would like to contract with Curriculum Associates for the training. Approval is necessary at this time to remain compliant with special education law which requires the district to conduct formal and informal assessments to determine eligibility for special education and to determine student needs.

**RATIONALE:** Districts must conduct assessments pursuant to state and federal law to determine eligibility for special education and to determine student learning needs. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for this contract include two full days of training by Curriculum Associates. The total contract expenses will not exceed \$4,000. Special Education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Curriculum Associates LLC for Training on IED and CIBBS Assessments for Special Education Teachers

**Prepared by:** Jason Davis, Program Administrator, Special Education.

# 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 Curriculum Associates LLC, 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 2 full days (up to 6 hours each) of training for IED, TSI, and CIBBS Assessments. Training to include up to 30 participants per session. See Exhibit A.

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 ( ) | **HOURS** | ☒ **DAYS**, under the terms of this agreement at the following location Tracy Unified School District Site.

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** | **FLAT RATE**, not to exceed a total of \$ 4,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | ☐ **SHALL** | ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
- c. District shall make payment on a | **MONTHLY PROGRESS BASIS** | ☒ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 5/15/2019, and shall terminate on 4/5/2020.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Jason Davis, at ( ) 209 - 830 - 3270 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 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, including but not limited to Contractor's proprietary i-Ready educational software and related digital products, and its training materials.
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:**

Robert Waldron  
Contractor Signature Title  
Robert Waldron, CEO  
\_\_\_\_\_  
IRS Identification Number  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Address  
153 Rangeway Rd.  
\_\_\_\_\_  
North Billerica MA, 01862-2013  
\_\_\_\_\_

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



# Curriculum Associates

Prepared For:  
Lisa Jones  
Tracy Unified School District  
1875 W Lowell Ave,  
Tracy, CA 95376

4/5/2019

Dear Lisa Jones,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Quote ID: 173131.5      Valid For: 90 days

Product	Net Price
Professional Development	\$4,000.00
Shipping/Tax/Other:	\$0.00
<b>Total:</b>	<b>\$4,000.00</b>

Thank you again for your interest in Curriculum Associates.

Sincerely

Kajsa Freborg  
(916) 995-3533  
kfreborg@cainc.com

Please submit this quote with your purchase order

# Curriculum Associates®

Quote ID: 173131.5    Date: 4/5/2019    Valid For: 90 Days

Prepared For:  
Lisa Jones  
Tracy Unified School District  
1875 W Lowell Ave,  
Tracy, CA 95376  
ljones@tusd.net  
(209) 830-3312

Your Representative:  
Kajsa Freborg  
(916) 995-3533  
kfreborg@cainc.com

## Professional Development

Product Name	Item #	Qty	Net Price	Total
Brigance Prof Dev Onsite Special Education Session (up to 6 hrs)	13661.0	2	\$2,000.00	\$4,000.00
Professional Development Subtotal:				\$4,000.00

## Total

List Total:	\$4,000.00
Savings:	\$0.00
Merchandise Total:	\$4,000.00
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
<b>Total:</b>	<b>\$4,000.00</b>

## Special Notes

F.O.B.: N. Billerica, MA 01862  
Shipping: Shipping based on MDSE total (min: \$12.99)  
Terms: Net 30 days, pending credit approval  
Fed. ID: #26-3954988

Please submit this quote with your purchase order

N1

# Curriculum Associates®

## Placing an Order

Please attach quote to all signed purchase orders.

- 1) **Email:** [orders@cainc.com](mailto:orders@cainc.com)
- 2) **Fax:** 1-800-366-1158
- 3) **Mail:**  
ATTN: CUSTOMER SERVICE DEPT.  
Curriculum Associates, LLC  
153 Rangeway Rd  
North Billerica, MA 01862-2013

Please visit [CurriculumAssociates.com](http://CurriculumAssociates.com) for more information about placing orders or contact CA's Customer Service department (1-800-225-0248) and reference quote number for questions.

## Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Percentage of Order
\$999.99 and less	12% with \$12.99 minimum freight charge
\$1,000.00 to \$4,999.99	10%
\$5,000.00 to \$99,999.99	8%
\$100,000.00 and more	6%

Please contact local CA Representative, customer service (1-800-225-0248), or [CurriculumAssociates.com](http://CurriculumAssociates.com) for expedited shipping rates.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

## Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: Payment in full at time of order
- Accounts must be current before subsequent shipments are made

## i-Ready®

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at [i-ready.com/support](http://i-ready.com/support).

## Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready® and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready licenses®, individually sold Teacher Toolbox access packs, materials that have been used and/or are not in "saleable condition," and individual components of kits including but not limited to BRIGANCE® Kits. For more information about the return policy, please visit [CurriculumAssociates.com/support/shipping-and-returns](http://CurriculumAssociates.com/support/shipping-and-returns).



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** April 29, 2019  
**SUBJECT:** Ratify Contract for Nonpublic, Nonsectarian School Services with North Valley School – Santa Rosa Division of VTC

**BACKGROUND:** Board approval is requested to contract for Nonpublic school (NPS) placement for one student at North Valley School (NPS) in Santa Rosa, CA. The District's Special Education administration would like to begin a contract with North Valley School to provide the placement pursuant to the student's IEP. Ratification is necessary at this time to remain compliant with that IEP.

**RATIONALE:** Districts must offer a continuum of services including, when necessary, placement at Nonpublic Schools (NPS). This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for the 2018-2019 regular school year and related services will not exceed \$20,093. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify contract for Nonpublic, Nonsectarian school services with North Valley School – Santa Rosa Division of VTC.

**Prepared by:** Jason Davis, Program Administrator, Special Education.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** April 16, 2019  
**SUBJECT:** **Ratify Agreement for Special Contract Services with Dr. Kara Lemke for Independent Educational Evaluation/Psycho-Educational Assessment**

**BACKGROUND:** Board approval is requested to contract for Individual Educational Evaluation (IEE)/Psycho-educational Assessment for special education students. Dr. Kara Lempke, a Psychologist from San Ramon, will conduct an IEE per the San Joaquin County SELPA IEE process. Ratification is necessary at this time to fulfill district responsibility to allow for agreed upon assessor of parent's choosing per applicable laws and to stay compliant with statutory timelines.

**RATIONALE:** Districts must offer a continuum of services, including IEEs to students with exceptional needs. This request supports District Strategic Goal #3: Apply fiscal, operational, and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for this contract are \$5,000.00 per comprehensive psycho educational IEE. Total contract expenses shall not exceed \$5,000.00. Special education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Agreement for Special Contract Services with Dr. Kara Lemke for Independent Educational Evaluation/Psycho-Educational Assessment.

**Prepared by:** Jason Davis, Program Administrator, Special Education.

# 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 Kara Lemke, PhD, 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: Independent Educational Evaluation (IEE) of 1 District student.  
IEE will be performed in accordance with the San Joaquin County Special Education Local Plan Area (SELPA) Guidelines.  
Written report will be provided to the District, at the same time that it is made available to the parents of the student that was evaluated.  
IEE will include socio/emotional/behavioral, cognitive, academic, adaptive behavioral, and psycho-educational assessment.  
Contractor will attend related IEP meeting to discuss the report.

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 N/A ( ) | **HOURS** | **DAYS**, under the terms of this agreement at the following location District, School, and/or Assessor's office.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 5,000 per | **HOUR** | **DAY** | ☒ **FLAT RATE**, not to exceed a total of \$ 5,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ☐ ] **SHALL** [ ☒ ] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
  - c. District shall make payment on a | **MONTHLY PROGRESS BASIS** | ☒ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on 4/16/2019, and shall terminate on 12/20/2019.
5. This agreement may be terminated at any time during the term by either party upon Ten (10) 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. Chris Crone
7. Contractor shall contact the District's designee, Director of Sp.Ed., at ( ) 209-830-3270 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 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:**

Kara Lemke, PhD

Contractor Signature

Title

IRS Identification Number

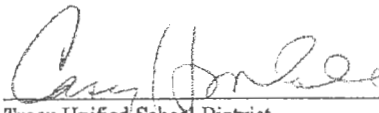
Title

Licensed Psychologist

Address

3160 Crow Canyon Pl., Ste. 215

San Ramon, CA 94583



Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** April 9, 2019  
**SUBJECT:** Approve Teacher Residency Grant

**BACKGROUND:** Board approval is requested to permit TUSD to participate in the Teacher Residency Grant. The Professional Learning and Special Education departments are excited to announce that we have been awarded a \$120,000 grant from the state of California to establish our Special Education Teacher Residency program. The Teacher Residency Grant will enable TUSD to recruit and develop special education teachers. Participants will share the full range of teaching duties with a master teacher during a 13 month, intensive, paid residency while earning their special education teaching credential. Residents have a four year service commitment to TUSD.

**RATIONALE:** There is a statewide shortage of credentialed special education teachers. TUSD special education programs are adversely affected when qualified special educators do not apply to open positions. The Teacher Residency Grant will help TUSD to prepare special education teachers to fill open positions in the 2020-2021 school year to help ensure necessary services are provided to students with disabilities. This request supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student academic, social, and emotional potential.

**FUNDING:** Expenses for this Grant are provided as “in-kind” services. There is no additional cost to TUSD for participation in this program. However, some TUSD staff will be providing monitoring, administration, and other administrative support to facilitate the program.

**RECOMMENDATION:** Approve Teacher Residency Grant.

**Prepared by:** Jason Davis, Program Administrator, Special Education.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison Associate Superintendent of Educational Services  
**DATE:** April 29, 2019  
**SUBJECT:** Approve Light Grant Funding for the 2019-20 George & Evelyn Stein Continuation High School – Practical Skills to Develop Creative Interdisciplinary Literacy

**BACKGROUND:** The Practical Skills to Develop Creative Interdisciplinary Literacy proposal is a professional development project that supports California Core State Standards and New Generation State Standards to develop interdisciplinary literacy lessons. A team of four teachers at George & Evelyn Stein High School will use interdisciplinary literacy skills to bring 21<sup>st</sup> century learning to their students. Teachers from across subject areas will collaborate to align skills, standards, technology, curriculum, instruction and approaches to improve student learning. With support from a coach at EdLeader 21, teachers will engage in designing lessons and school environment focused on rigor, and the 4 C's of 21<sup>st</sup> Century Skills: Critical Thinking, Creativity, Collaboration, and Communication.

**RATIONALE:** By accepting the Light Awards Grant Tracy Unified School District agrees to use the \$28,602 award in a manner consistent with grant guidelines. This supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals 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 grant will provide \$30,000 – 6.44% processing changes = \$28,602 exclusively for educational purposes as described in Section 501 (c) (3) of the Internal Revenue Code of 1986, and more specifically for teacher professional development associated with the project titled “George & Evelyn Stein Continuation High School – Practical Skills to Develop Creative Interdisciplinary Literacy” led by Ranvir Gill.

**RECOMMENDATION:** Approve Light Grant Funding for the 2019-20 George & Evelyn Stein Continuation High School – Practical Skills to Develop Creative Interdisciplinary Literacy

**Prepared by:** Amy Thompson, Stein High School Principal.

## General Info re: Stein High's Light Award Grant

### **Our Light Awards Description/Summary** *(the description may be used in the committees PR materials):*

This team of four teachers at a Stein High School plans to use interdisciplinary literacy skills to bring 21st century learning to their students. Teachers from across subject areas will collaborate to align skills, standards, technology, curriculum, instruction and approaches to improve student learning. With support from a coach at EdLeader21, teachers will engage on designing lessons and a school environment focused on the 4 C's of 21st Century Skills: Critical Thinking, Creativity, Collaboration, and Communication.

We were awarded \$30,000 for a 2 year commitment for Teacher support; supplies, technology, curriculum and professional development.

### **Agency/Funding Source Info:**

The LIGHT Awards are a program of the Intrepid Philanthropy Foundation, a private family foundation. They believe that highly effective, engaged teachers are the most important factor in a student's academic experience and success. They seek to honor and invest in superior educators and school leaders. They have been long-time funders of many organizations that support and encourage teachers, including Teach for America, the New Teacher Center, the Krause Center for Innovation, and the Teachers College of San Joaquin. (<https://lightawards.org>)

Karen Leshner, founder of the Intrepid Philanthropy Foundation, explains the program this way:

### **Teachers Matter.**

- WE BELIEVE that teachers are the most valuable members of the American workforce. We want to make sure that great people go into the career of teaching and stay in the career;
- WE BELIEVE that highly effective, engaged teachers are the most important factor in a student's academic experience and success;
- WE BELIEVE that teachers are in a unique position to know what type of professional learning will be most meaningful for their classrooms, students, and schools;
- WE BELIEVE that cohorts of teachers learning together can more quickly and effectively instigate sustainable change within their classrooms, schools, and districts than individual teachers;
- WE BELIEVE that teachers will gain more from professional learning opportunities if they can choose to participate in those experiences about which they are excited; and,
- WE BELIEVE there is tremendous leverage in education. Over their career, one outstanding teacher can impact hundreds of students.

The LIGHT Awards Program supports teachers by making grants for teacher-selected professional learning. Grant award details include:

- The LIGHT Awards makes grants of \$20,000 or \$30,000 over two years.
- Grants are made in payments of \$10,000 or \$20,000 in the first year, and \$10,000 in the second.
- The grant award must be expended during the two-year grant period.

- Grants are announced and distributed annually in the late spring to allow for summer planning or attendance at summer training experiences.
- Grant implementation must start by the beginning of the next school year after which the grant is received.

Learn How To Apply

## Participation Requirements

The following are requirements of LIGHT Awards grantees:

- Participation in an annual gathering of awardees.
- Participation in an alumni network.
- Submission of annual narrative and financial reporting on project progress, learnings, challenges, and expenditures.

## Follow up from our award letter and where we are now...

**From:** Jesse Ostroff <JOstroff@rockpa.org>

**Sent:** Friday, March 22, 2019 3:50 PM

**To:** Gill, Ranvir

**Subject:** Congratulations from the LIGHT Awards

Dear Ranvir, Cohort 6 LIGHT Awards Team Lead,

On behalf of the Intrepid Philanthropy Foundation, congratulations!

It was my pleasure to speak with you regarding your team's selection as a 2019-21 LIGHT Awards grant recipient. Your project and passion stood out among many strong LIGHT Awards applications.

To recap what was discussed in our call, please see below:

- **Within one week, please sign up for the Team Lead Orientation Call on April 2<sup>nd</sup> from 4pm-5pm: link here. Don't forget to add the time to your calendar.**
- FYI: In advance of the Team Lead Orientation call, you will receive an Orientation Packet via email. This will include basic information about the LIGHT Awards grant and what is expected of you as a LIGHT Awards Team Lead. We will review the materials together on the call.

Before the end of April,

- RPA will work with your Grant Recipient Organization to finalize an official grant agreement detailing requirements and restrictions of the grant. This will be shared with you once complete.
- After the grant agreement is signed by your Grant Recipient, a grant check will be issued (we'll make sure you know) and you'll need to work with the organization to access the funds.
- Note that the awards will not be made public until all grant agreements have been finalized, which may not be until May.

Additionally, the dates of August 1<sup>st</sup> and 2<sup>nd</sup> should be held for the LIGHT Awards Grantee Convening in Calistoga. At least two members of your team are required to attend, but we hope that more will participate. The Convening is an opportunity to relax, mingle, and learn with your fellow LIGHT Awards cohort members, and all expenses are paid once you arrive to the event, including lodging. We will be in touch to collect your team's RSVPs from you next month.

You and your team members will be added to the LIGHT Awards email list. We send occasional email blasts, including one which will announce the new cohort of LIGHT Awards grantees.

Lastly, as the Team Lead, you will be the primary point of contact for your team for all LIGHT Awards-related matters. Joanne Schneider and I of Rockefeller Philanthropy Advisors look forward to working with you over the next two years as your vision comes to fruition.

Thank you, and congratulations once again!

Jesse  
LIGHT Awards Program Coordinator

Jesse Ostroff  
Associate  
Rockefeller Philanthropy Advisors  
44 Montgomery Street, Suite 1400  
San Francisco, CA 94104  
T: 415.543.0734  
E: [jostroff@rockpa.org](mailto:jostroff@rockpa.org)  
[www.rockpa.org](http://www.rockpa.org)



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent for Educational Services  
**DATE:** April 9, 2019  
**RE:** **Approve Overnight Travel for the Tracy High School Girls Varsity Volleyball Team to Attend the Hard Driven Volleyball Challenge Tournament in Clovis, CA on September 20-21, 2019**

**BACKGROUND:** Twelve to eighteen of the Tracy High Girl's Varsity Volleyball Team would like to participate in the Hard Driven Volleyball Challenge Tournament in Clovis, CA on September 20-21, 2019. Coach Cat Ebojo, and team parents will provide supervision during the tournament. The number of students will be determined by team tryouts, which will be held in August. The coaches and team parents will drive the team; all drivers will be District approved. The team will be staying at the La Quinta Inn in Clovis.

**RATIONALE:** The Volleyball team is strengthened by the opportunity to play together in this tournament. This time together will allow for "team building" on and off the court. This is a wonderful opportunity and ties in with District Strategic Goals #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:** Costs for the tournament, transportation, accommodations and food will not exceed \$2000.00 and is being paid by the Tracy High Volleyball ASB account which was earned by fundraising. However, depending on this year's funding, these costs may also be partially paid by the girls/parents themselves.

**RECOMMENDATION:** Approve Overnight Travel for the Tracy High School Girls Varsity Volleyball Team to Attend the Hard Driven Volleyball Challenge Tournament in Clovis, CA on September 20-21, 2019.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** April 12, 2019  
**SUBJECT:** Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Parent Engagement Training at West High during the 2019-2020 School Year

**BACKGROUND:** Parent Institute for Quality Education (PIQE) is an organization committed to connecting families to their schools and community as partners to advance the education of every child through parent engagement. Their vision is to create a community in which parents and educators collaborate to transform every child's educational environment, both at home and at school, so that all children can achieve their greatest academic potential.

**RATIONALE:** The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 children to take a participatory role in their children's education. Providing PIQE at West High will support site efforts to encourage parents to participate in school activities and develop a positive partnership between school, home and the community, which will support student achievement. This year there is an added component of the STEM program. PIQE will work with parents in the engagement training class and teach the importance of math and science. They will teach fun, interactive ways parents can teach their children about STEM. This Agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** The total cost of this agreement shall be \$10,500 (up to 50 parent graduates); \$12,000 (51-75 parent graduates), or \$15,500 (75 plus parent graduates). The STEM program will be an additional flat fee of \$3,000. District funding source will be from the LCAP.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Parent Engagement Training at West High during the 2019-2020 School Year.

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



---

## SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

---

**To:** Zachary Boswell, Principal

**From:** Mrs. Gabriela Rios, Executive Director

**Date:** April 9, 2019

---

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and Merrill F. West HS agree as follow:

### RECITALS

- A. Scope of Services: PIQE will provide STEM parent training course for the parents of the children enrolled in the school above mentioned. PIQE will work with those parents that are currently enrolled in the nine-week signature program. This two weeks curriculum educates parents on the importance of helping their children build a strong foundation in math and science. Parents will learn fun and interactive ways to teach their children about STEM concepts in their everyday lives.
- B. Location: 1775 W . Lowell Ave, Tracy CA
- C. Period of Performance: FALL 2019
- D. Compensation: \$3,000.00 STEM program
- School Funding from: \_\_\_\_\_
- E. In addition, schools where the PIQE program is provided will make available babysitting services as well as any refreshments to be provided to the parents.

I accept these services at Merrill F. West HS under the terms and conditions noted.

  
\_\_\_\_\_  
School Principal

4-16-19  
\_\_\_\_\_  
Date

Parent Institute Representative: \_\_\_\_\_

  
Mrs. Gabriela Rios, Executive Director PIQE





## SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

**To:** Zachary Boswell, Principal

**From:** Gabriela Rios, Executive Director

**Date:** April 9, 2019

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and Merrill F. West HS agree as follow:

### RECITALS

A. Scope of Services: PIQE will provide a parent training course for the parents of the children enrolled in the school above mentioned. PIQE will recruit parents by phone, provide a needs-assessment session, a series of weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques, which will enable parents to address the educational needs of their school-aged children.

B. Location: 1775 W. Lowell Ave Tracy Ca

C.

D. Period of Performance: Fall 2019


E. Compensation: \_\_\_\_\_

- Tracy Unified School District agrees to pay the flat fee of \$10,500.00 if there is less than 50 parent graduates'.
- If there is 51-75 parent graduates', the cost will be a flat fee of \$12,000.00.
- If parent graduates exceed 75, the cost will be a flat fee of \$15,500.00.

Funding from: \_\_\_\_\_

F. In addition, schools where the PIQE program is provided will make available babysitting services as well as any refreshments to be provided to the parents.

I accept these services at Merrill F West High School under the terms and conditions noted.

  
School Representative

4-16-19  
Date

Parent Institute Representative: \_\_\_\_\_

  
Mrs. Gabriela Rios, Executive Director PIQE

# 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 Parent Institute for Quality Education (PIQE), 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: PIQE will provide a parent training course for the parents of Merrill West High School students. PIQE will recruit parents by phone, provide a needs assessments session and a series of weekly training culminating in a graduation ceremony. The training is designated to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.

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 nine (9) ( ) [ ] HOURS [x] DAYS, under the terms of this agreement at the following location Merrill 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 \$ 18,500 per [ ] HOUR [ ] DAY [x] FLAT RATE, not to exceed a total of \$ 18,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [ ] 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 Fall 2019, and shall terminate on June 30, 2020.

5. This agreement may be terminated at any time during the term by either party upon 15 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Jose Jimenez, at (209) 830-3370 x 3013 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:


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

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

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

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

**AGREED:**

  
Contractor Signature \_\_\_\_\_ Title \_\_\_\_\_

IRS Identification Number \_\_\_\_\_

Executive Director

Title \_\_\_\_\_

1124 11th Street Ste. B

Address \_\_\_\_\_

Modesto CA 95354

209-238-9496

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

\_\_\_\_\_  
Date

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

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

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

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



# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 1, 2019  
**SUBJECT:** Approve Overnight Travel for West High School Track Team and Three Coaches to Attend CIF State Championships on May 24–May 26, 2019

**BACKGROUND:** The State Championship's are the number one High school track meet in California. All athletes must qualify to get an invitation to this event and only the best athletes in the United States are eligible to compete. College and Olympic coaches attend this meet scouting for talent to enhance their programs, so the exposure for our athletes is substantial. Coaches TJ Williams, Frank Lozano, Bob Loggins, and parent Revina Williams, will chaperone and transport 6 student athletes (2 girls and 4 boys), to the event in Tracy Unified School District vans. The team will leave West High School on May 24th and return on May 26, 2018. Students and chaperones will stay at the Country Inn & Suites, Fresno North, 6065 North Testa Ave., Fresno, Ca. 93710.

**RATIONALE:** The West High Track Team works hard throughout the year going to various qualifying track meets. As they compete and win, they advance. The State Championship meet is a very prestigious State competition and they are extremely honored to be a part of such an acknowledged and special event. The final number of students attending will vary depending upon which ones qualify at the next competition level. All students who qualify will be offered the opportunity to attend. This meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** Cost estimated at \$145.00 per person. The West High Athletic Department will pay and/or reimburse Entry fees, gas and track related expenses upon presentation of receipts for same for the entire event. There will be no cost to Tracy Unified School District.

**RECOMMENDATION:** Approve Overnight Travel for West High School Track Team and Three Coaches to Attend CIF State Championships on May 24–May 26, 2019.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** April 12, 2019  
**SUBJECT:** **Approve Agreement for Special Contract Services with Valley Community Counseling Services (VCCS) to Provide Mental Health Services to West High School for the 2019-2020 school year**

**BACKGROUND:** West High School would like to add additional days of mental health services using its title one site funds during the 2019-2020 school year. Tracy Unified School District (TUSD) already provides two and a half days of mental health services to West High School, using district LCAP dollars. West High wants to add two and a half additional days of mental health services, in order to ensure that their students' emotional needs are met. TUSD provides mental health services to students whose emotional state is posing as a barrier to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary and needed for students with a clinical diagnosis for a mental health disorder, for students undergoing a crisis and/or for those who have unresolved emotional issues affecting their ability to learn.

**RATIONALE:** Social and Emotional interventions are a part of the multi-tiered system of support that the district uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. Students benefit greatly from having behavioral health clinicians on school site campuses, and TUSD relies on this service to aid in its support of students who struggle with emotional issues during the school year. TUSD will contract with Valley Community Counseling Services to provide targeted and intensive behavioral health interventions at West High School using LCAP funding. This effort supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The total cost for Valley Community Counseling Services will not exceed \$37,600. This funding will be paid with District LCAP funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Valley Community Counseling Services (VCCS) to Provide Mental Health Services to West High School for the 2019-2020 school year

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Valley Community Counseling Services, 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 the following Mental Health services to West High School: 272 hours @\$50/hr, using a Master's level student in a graduate program in one of the following fields: Social Work, Marriage and Family Therapy, Marriage and Family Clinical Counseling, or Clinical Psychology; 408 hours @\$60/hr, using a BBS registered associate in Social Work, Marriage Family Therapy, Marriage Family Clinical Counseling, or Clinical Psychology.

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 680 ( ) ☒ **HOURS** | ☐ **DAYS**, under the terms of this agreement at the following location West High School.

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

- a. District shall pay \$ 50/60 per ☒ **HOUR** | ☐ **DAY** | ☐ **FLAT RATE**, not to exceed a total of \$ 37,600. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District ☐ **SHALL** ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a ☒ **MONTHLY PROGRESS BASIS** | ☐ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

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

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Molly Long, LCSW, at (209) 830-3218 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 comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [☒] **WILL** | [☐] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

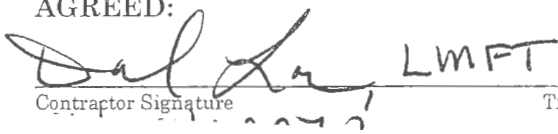
9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without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



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

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

AGREED:

  
Contractor Signature \_\_\_\_\_ Title \_\_\_\_\_  
IRS Identification Number \_\_\_\_\_  
Executive Director  
Title \_\_\_\_\_  
6707 Embarcadero Dr.  
Address \_\_\_\_\_  
Stockton CA  
95219

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 1, 2019  
**SUBJECT:** **Approve Overnight Travel for West High School Varsity Volleyball Team for the 2019–2020 Season**

**BACKGROUND:** The West High School Volleyball Team has improved every year and it is a great honor to be invited to compete in these tournaments against some of the top teams in California and Nevada.

August 30 – Aug. 31, 2019	High Sierra Invitational	Reno, Nevada	Residence Inn by Marriott
September 13–Sept. 14, 2019	Davis Invitational	Davis, CA.	Hyatt Place

**RATIONALE:** Competing in these tournaments will help the West High School Volleyball program to build skill and speed in order to be more competitive at the highest level in our league. Students will travel with their parents to each tournament. Parents who cannot attend will give permission for the Varsity Volleyball Coach, Christine Toon, to chaperone their student (s). Those students will travel in a district van or Coach Toon's vehicle, depending upon the number of students who need a ride. Residence Inn, 9845 Gateway Dr., Reno; Hyatt Place, 173 Old Davis Road Extension, Davis Ca. Chaperones for this event will be Christine Toon, Varsity Coach, and Gloria Knaus, Assistant Coach. Student athletes will stay in rooms with their parents and the chaperones will secure two rooms. The team will miss one day of school and an opportunity will be provided for them to complete their homework. This meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** The West High School Varsity Volleyball team will hold fundraisers to pay for hotel rooms and tournament fees. There is no cost to Tracy Unified School District for our participation in these events.

**RECOMMENDATION:** Approve Overnight Travel for West High School Varsity Volleyball Team for the 2019–2020 Season.

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



# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent Educational Services  
**DATE:** April 12, 2019  
**SUBJECT:** Approve Overnight Travel for 2019-2020 West High School Yearbook Staff to Attend Yearbook Camp at University of the Pacific in Stockton, CA. July 16-19, 2019

**BACKGROUND:** Each year a new group of students take over as staff of the yearbook, responsible to produce a memorable yearbook for the entire student body at West High School. This yearbook camp incorporates 4 days of planning, training and bonding for students. The yearbook staff's attendance is critical to the development of the book and gives students an understanding of how crucial their participation is and how seriously they must commit to producing this yearbook. Students will completely design the yearbook to start the new school year. Mrs. McCoy, teacher and yearbook advisor, and 6 students will drive in a district van to University of the Pacific and stay in dorm rooms. Students will not be allowed to leave campus at any time during the camp, and will be chaperoned during their stay by Mrs. McCoy.

**RATIONALE:** This camp is an extremely important bonding experience for the yearbook staff. It creates ownership and buy-in for a product that costs thousands of dollars to produce and requires a great deal of dedication and responsibility. The training at camp is unique and provided by professional yearbook advisors from the Herff-Jones Company. The camp is smaller than most other camps and provides individual time and attention for each student to receive thorough training. This meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and /or career goals.

**FUNDING:** The total estimated cost for transportation, registration and lodging is \$375 per person. The ASB account for yearbook will pay for this camp for 6 students and their advisor Mrs. McCoy.

**RECOMMENDATION:** Approve Overnight Travel for 2019-2020 West High School Yearbook Staff to Attend Yearbook Camp at University of the Pacific in Stockton, CA. July 16-19, 2019.

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



**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** April 15, 2019  
**SUBJECT:** Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending April 15, 2019

**BACKGROUND:** Pursuant to the Williams Settlement and California *Education Code* Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, and 3) a properly credentialed teacher for every classroom. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams settlements during the January 15, 2019 – April 15, 2019 reporting period.

**RATIONALE:** The quarterly report for the period of January 15, 2019 through April 15, 2019 has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint process as well as the resolution of each of those complaints. This report supports Strategic District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and Strategic District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** no cost

**RECOMMENDATION:** Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending April 15, 2019.

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

San Joaquin County Office of Education  
Valenzuela/CAHSEE Lawsuit Settlement  
**Quarterly Report on *Williams* Uniform Complaints**  
[Education Code § 35186(d)]

District: Tracy Joint Unified School District

Person completing this form: Tania Salinas

Title: Director of Assessment & Accountability

Quarterly Report Submission Date:  
(check one)

- ☐ January 15, 2019  
☒ April 15, 2019  
☐ July 15, 2019  
☐ October 15, 2019

Date for information to be reported publicly at governing board meeting: May 14, 2019

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

\_\_\_\_\_  
Print Name of District Superintendent

\_\_\_\_\_  
Signature of District Superintendent

\_\_\_\_\_  
Date



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** March 27, 2019  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

**BACKGROUND:**

**MANAGEMENT/CLASSIFIED  
CONFIDENTIAL RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Kimball, Eric Counselor	Williams	06/30/19	Accepted Adult School Counselor Position
Theall, Stephen Assistant Principal	Kimball High	06/30/19	Accepted Principal Position at Freiler

**BACKGROUND:**

**MANAGEMENT/CLASSIFIED  
CONFIDENTIAL RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Dubie, Valerie Middle School Site Secretary	WMS	07/01/19
Lopez, Vivian Speech Language Pathologist	District Wide	5/28/19

**BACKGROUND:**

**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Mendez, Oscar Spanish	Tracy High	12/31/19	Personal

Minton, Alana-Grace Agricultural Science	West High	6/30/19	Personal
To, Mary 3 <sup>rd</sup> Grade Bilingual .2 FTE Job Share	South West Park	5/24/19	Personal
Yates, Lori Music	Art Freiler	6/28/19	Personal

**BACKGROUND:**

**CERTIFICATED RETIREMENT**

NAME/TITLE

SITE

EFFECTIVE  
DATE

Schreiber, Denise  
Physical Education

Poet

6/30/19 (as amended)

Sievers, Steven  
Social Sciences

West High

5/24/19

**BACKGROUND:**

**CLASSIFIED RESIGNATION**

NAME/TITLE

SITE

EFFECTIVE  
DATE

REASON

Fuentes, Erika  
School Supervision Assistant

Central

05/03/19

Personal

Gallegos, Alice  
Steps ECD Associate Instructor

Steps/  
Stein

05/25/19

Personal

Garcia, Daisy  
Elementary Attendance Clerk

S/WP

03/30/19

Personal

Kim Hearn  
FSW

WHS

04/26/19

Accepted a 7 hour  
position at WMS

Hunziker, Michelle  
Clerk Typist I

MVMS

04/03/19

Accepted M.S.  
Attendance position

McAbee, Michele  
Para Educator I

Jacobson

04/12/19

Accepted H.S.  
Attendance position

Thielen, Kristy  
Special Ed Para Educator I

Jacobson

05/25/19

Personal

**BACKGROUND:****CLASSIFIED RETIREMENT**NAME/TITLESITEEFFECTIVE  
DATEO'Hara, Jean  
K-8 Library Technician

Jacobson

05/31/19

**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 of Human Resources  
**DATE:** May 1, 2019  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Bogetti, Angelica

Baron, Brittany

Gambruh, Elizabeth

Jamaro, Nicholas

Kimball, Eric

Morris, Shelly

## CERTIFICATED

School Psychologist (Replacement)  
Special Education  
Class 8 – LMP, Step A  
\$79,331.00  
Funding: Mental Health

English (Replacement)  
Tracy High School  
Class III, Step 1, “B” \$52,942.00  
Funding: General Fund

SDC 6-8 (Replacement)  
Monte Vista Middle School  
Class III, Step 1, “A” \$50,570.00  
Funding: Restricted Funds

Music (Replacement)  
West High School  
Class I, Step 1, “A” \$6,560.40  
Funding: General Fund

Counselor (New Position)  
Adult School  
Class 6 – LMP, Step H  
\$107,321.00  
Funding: Adult School Funds

Kindergarten (Replacement)  
Bohn Elementary  
Class VI, Step 9 “B” \$74,538.00  
Funding: General Fund

Pruett, Donovan	Social Science (Replacement) Kimball High School Class VI, Step 15 "B" \$85,467.00 Funding: General Fund
Rocha, Alexandra	Agricultural Science .80 FTE (Replacement) Tracy High School Class I, Step 1 "A" \$40,456.00 Funding: General Fund
Sisk, Catrina	Social Science (Replacement) Tracy High School Class I, Step 1 "A" \$50,570.00 Funding: General Fund
Theall, Stephen	Principal (Replacement) Art Freiler Class 54 –LME, Step D, \$122,475.00 Funding: General Fund

**BACKGROUND:**

**CLASSIFIED**

Hearn, Kim	Food Service Worker (Replacement) Williams Middle School Range 22, Step E - \$17.31 per hour 7 hours per day Funding: Child Nutrition – School Program
Hoff, Scott	Utility Person II (Replacement) Central Elementary School Range 35, Step A - \$19.47 per hour 8 hours per day Funding: General Fund
Hunziker, Michelle	Middle School Attendance Clerk (Replacement) Monte Vista Middle School Range 31, Step C – \$19.47 per hour 8 hours per day Funding: General Fund
McAbee, Michele	High School Attendance Clerk (Replacement) Tracy High School Range 26, Step D - \$18.13 per hour 7 hours per day Funding: General Fund

Arreola Salcido, Ramon	Special Ed Para Educator I (New) District Wide/APE Range 24, Step C - \$16.53 per hour 6 hours per day Funding: Special Education
Cabrera-Mancia, Beatriz	Food Service Worker (Replacement) Art Freiler School Range 22, Step A - \$14.38 per hour 2.5 hours per day Funding: Child Nutrition – School Program
Deleon-Mangskau, Leslie	Utility Person II (New) S/WP/Willow Range 35, Step A - \$19.47 per hour 8 hours per day Funding: General Fund
Fuentes, Erika	School Supervision Assistant (Replacement) Central Elementary School Range 21, Step B - \$14.74 per hour 2 hours per day Funding: General Fund
Holmen, Virginia	Clerk Typist I (Replacement) S/WP Elementary School Range 23, Step A - \$14.74 per hour 3 hours per day Funding: General Fund
Ibarra-Hernandez, Maria	Utility Person II (Replacement) Central Elementary School Range 35, Step C - \$21.36 per hour + ND 8 hours per day Funding: General Fund
Lagunas, Perla	Para Educator I (Replacement) North Elementary School Range 24, Step A - \$15.07 per hour 3.8 hours per day/19 hours per week Funding: Targeted SES
Lee, Idalis	IEP Para Educator I (New) Williams Middle School Range 24, Step C - \$16.53 per hour 6.5 hours per day Funding: Special Education

McCabe, Daniel

Utility Person III (New)  
Transportation/DSC/DEC  
Range 36, Step A - \$19.91 per hour  
8 hours per day  
Funding: General Fund – 50% and  
Transportation Special Ed – 50%

Ramzi, Shakila

Special Ed Para Educator I (Replacement)  
McKinley Elementary School  
Range 24, Step B - \$15.77 per hour  
6 hours per day  
Funding: Special Education

Taylor, Janae

Account Clerk (Replacement)  
DEC/Food Service  
Range 35, Step B - \$20.39 per hour  
8 hours per day  
Funding: Child Nutrition – School Program

**BACKGROUND:**

**COACHES**

Aptaker, Lee

Girls' Varsity Basketball  
West High School  
Stipend: \$5,860.67

Dorado, Abel

Varsity Boys' Soccer  
West High School  
Stipend: \$5,860.67

Garibaldi, Albert

Boys' Varsity Basketball  
Kimball High School  
Stipend: \$5,860.67

Nunn, Mike

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

Roth, Charles

Boys' Varsity Basketball  
West High School  
Stipend: \$5,860.67

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

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



# BUSINESS SERVICES MEMORANDUM

---

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Brandy Campbell, Director of Food Services  
**DATE:** May 1, 2019  
**SUBJECT:** Approve 0.25 Cent Increase to Meal Prices for the 2019-2020 School Year to be Compliant with the Healthy, Hunger-Free Kids Act of 2010

**BACKGROUND:** The Healthy, Hunger-Free Kids Act of 2010 requires school food authorities (SFAs) participating in the National School Lunch Program to ensure sufficient funds are provided to the nonprofit school food service account for lunches served to students not eligible for free or reduced price meals. There are two ways to meet this requirement: either through the prices charged for "paid" lunches or through other non-Federal sources provided to the nonprofit school food service account. The USDA provides guidance on the calculations SFAs must make in order to ensure they comply with these requirements.

**RATIONALE:** The USDA Food and Nutrition Service (FNS) provides annual guidance and a USDA Paid Lunch Equity calculator tool (PLE Tool) to SFAs to ensure compliance with PLE pricing requirements. School Food Authorities which, on a weighted average, charged less than the target weighted average price of \$3.00 for paid lunches in SY 2018-2019 are required to adjust their weighted average lunch price or add non-Federal funds to the non-profit school food service account. School districts charging less than \$3.00 for lunch must adjust their average meal prices in accordance with a specified formula. Tracy Unified School District currently charges \$2.50 for K-5 students and \$3.00 for 6-12 students, therefore, meal prices must be adjusted.

To be compliant, the Tracy Unified School District Food Service Department recommends raising the price lunch for grades K-5 to \$2.75 and increasing the price of lunch for grades 6-12 to \$3.25, for a net increase, per lunch, of 0.25 cents.

**RECOMMENDATION:** Approve 0.25 Cent Increase to Meal Prices for the 2019-2020 School Year to be Compliant with the Health, Hunger-Free Kids Act of 2010

**Prepared by:** Brandy Campbell, Director of Food Services



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** April 2, 2019  
**SUBJECT:** Adopt Resolution No. 18-19 Authorizing Temporary Loans between Funds for the 2019/20 School Year

**BACKGROUND:** The potential for cash flow deficiencies may create the need for a fund to temporarily borrow cash from other funds. Education Code Section 42603 authorizes such a loan. This Code Section reads:

The governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred.

**RATIONALE:** It may be necessary from time to time to temporarily borrow moneys from other funds in order to satisfy current operating expenditures. Adoption of this resolution will provide administration with the authorization necessary to initiate a temporary loan between funds when necessary, thereby allowing administration to manage the district's cash in a fiscally prudent and responsible manner.

**FUNDING:** Funding requirements will vary with the amount borrowed and the prevailing interest rate.

**RECOMMENDATION:** Adopt Resolution No. 18-19 Authorizing Temporary Loans between Funds for the 2019/20 School Year.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 18-19**

**AUTHORIZING THE DISTRICT TO TEMPORARILY TRANSFER MONEYS  
BETWEEN FUNDS AND ACCOUNTS AS ALLOWED UNDER EDUCATION  
CODE SECTION 42603**

**WHEREAS**, Education code section 42603 authorizes the governing board of any school district to direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations; and

**WHEREAS**, any transfer shall be accounted for as a temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

**WHEREAS**, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year; and

**WHEREAS**, borrowing shall occur only when the fund receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred; and

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Board of the Tracy Unified School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for the fiscal year 2019/20 to temporarily transfer funds between any and all funds provided that all transfers are approved by the Superintendent or his designee:

**PASSED AND ADOPTED** this 14<sup>th</sup> day of May 2019, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

President,  
Board of Trustees  
Tracy Unified School District

---

Clerk  
Board of Trustees  
Tracy Unified School District



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** April 15, 2019  
**SUBJECT:** Adopt Resolution # 18-21, Authorizing and Defining Names to Sign Orders on School District Funds

**BACKGROUND:** Pursuant to Education Code Sections 42632 through 42666, the Board of Trustees legally delegates the function of signing of orders on school district funds.

Periodically, the San Joaquin County Office of Education requests an update of the District's authorized signatures whenever there is a change in management staff. At the board meeting of June 12, 2018, the board approved Resolution #17-32, authorizing and/or removing designated employee signatures. Since that time, staffing changes have occurred, resulting in a need to modify the original list.

Pursuant to Education Code Sections 42632 through 42666, and as directed by the San Joaquin County Office of Education, a copy of signed Resolution # 18-21, authorizing and/or removing designated employees signatures, will be mailed to their office following the regularly scheduled Board Meeting of May 14, 2019.

**RATIONALE:** As directed by Education Code Sections 42632 through 42666 and at the recommendation and suggestion of the San Joaquin County Office of Education, a periodic update of Tracy Unified School District authorized signatures is necessary.

**FUNDING:** N/A

**RECOMMENDATION:** Adopt Resolution # 18-21, Authorizing and Defining Names to Sign Orders on School District Funds.

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





**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION # 18-21  
Resolution Authorizing and Defining Names to Sign Orders on  
School District Funds**

**WHEREAS**, pursuant to Sections 42632 through 42666, of the Education Code and by resolution, the Board of Trustees of the Tracy Unified School District, appoints as agents, delegates, empowers, and authorizes certain employees of the Tracy Unified School District to sign orders, payroll, payments to vendors, and other official documents on its behalf; and

**WHEREAS**, by Resolution # 97-30, dated May 1998, certain employees were designated and empowered to sign orders on behalf of the Tracy Unified School District,

**NOW, THEREFORE BE IT RESOLVED**, pursuant to Education Code Sections 42632 through 42666, and by Resolution # 18-21, the Board of Trustees of the Tracy Unified School District wishes to define, authorize, include and appoint as agents to sign orders and other official documents as needed on behalf of the Tracy Unified School District:

Brian Stephens, Superintendent  
Casey J. Goodall, Associate Superintendent, Business Services  
S. Reed Call, Director, Financial Services  
Sheila Harrison, Associate Superintendent, Educational Services  
Tammy Jalique, Associate Superintendent, Human Resources  
Julianna Stocking, Director, Alternative Programs  
Jaime Quintana, Director, Facilities Development and Planning  
Jill Carter, Director, School Business Support Services and Purchasing (Purchase orders only)  
Anthony Flores, Director, Maintenance, Operations and Transportation Services (Transportation and Facility Use contracts only)  
Brandy Campbell, Director, Food Services (Food Service contracts only)

**BE IT FURTHER RESOLVED** that a copy of this resolution, duly certified by the Clerk of the Board of the Tracy Unified School District, containing the signatures of the authorized agents, be sent to the San Joaquin County Superintendent of Schools and the Auditor/Controller of San Joaquin County.

**PASSED, ADOPTED, AND CERTIFIED** THIS 14<sup>TH</sup> DAY OF MAY, 2019, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
President  
Board of Education  
Tracy Unified School District

\_\_\_\_\_  
Clerk  
Board of Education  
Tracy Unified School District



TRACY UNIFIED SCHOOL DISTRICT - VERIFICATION OF AUTHORIZED SIGNATURES

---

BRIAN STEPHENS, SUPERINTENDENT

---

CASEY J. GOODALL, ASSOCIATE SUPERINTENDENT, BUSINESS SERVICES

---

S. REED CALL, DIRECTOR, FINANCIAL SERVICES

---

SHEILA HARRISON, ASSOCIATE SUPERINTENDENT, EDUCATIONAL SERVICES

---

TAMMY JALIQUE, ASSOCIATE SUPERINTENDENT, HUMAN RESOURCES

---

JULIANNA STOCKING, DIRECTOR, ALTERNATIVE PROGRAMS

---

JAIME QUINTANA, DIRECTOR, FACILITIES DEVELOPMENT AND PLANNING

---

JILL CARTER, DIRECTOR, SCHOOL BUSINESS SUPPORT SERVICES AND  
PURCHASING (Purchase orders only)

---

ANTHONY FLORES, DIRECTOR, MAINTENANCE, OPERATIONS AND  
TRANSPORTATION SERVICES (Transportation and Facility Use contracts only)

---

BRANDY CAMPBELL, DIRECTOR, FOOD SERVICES (Food Service contracts only)

*VERIFICATION:* I, Jill Costa, being duly elected, qualified and acting Clerk of the Board of Trustees of the Tracy Unified School District of the County of San Joaquin, State of California, on penalty of perjury, affirm and verify that the above signatures are, of my own knowledge, the true signatures of said persons.

---

CLERK  
BOARD OF TRUSTEES  
TRACY UNIFIED SCHOOL DISTRICT

---

DATE:



# ADMINISTRATIVE & BUSINESS SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Brian R. Stephens, Superintendent  
**DATE:** April 10, 2019  
**SUBJECT:** Adopt Board Bylaws to Be Compliant with CSBA Guidelines (Second 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 bylaws.

**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 9121 OFFICERS PRES	UPDATE	Replaced with CSBA 9121
BB 9122 OFFICERS VP	DELETE	Included in 9121
BB 9123 OFFICERS SECRETARY	DELETE	Replaced with CSBA 9122
BB 9124 OFFICERS CLERK	DELETE	Replaced with CSBA 9123
BB 9125 ATTORNEY	DELETE	No Change
BB 9130 COMMITTEES	UPDATE	Replaced with CSBA 9130
BB 9131 COMMITTEES WHOLE	DELETE	
BB 9133 COMMITTEES ORGANIZATION	DELETE	
BB 9140 BOARD REPRESENTATIVES	NEW	
BB 9141 NEGOTIATIONS REP	DELETE	
BB 9142 REPS TO OTHER ORGANIZATIONS	DELETE	Replaced with CSBA 9140

**FUNDING:** Not Applicable.

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Board of Education  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** April 9, 2019  
**SUBJECT:** Adopt Board Policies to Be Compliant with Education Code Credentialing Requirements (First Reading)

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

**RATIONALE:**

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

BP 4113, Assignment	UPDATE	Revised to remove obsolete language
AR 4113, Assignment	NEW	Expands assignment options to include Committee on Assignments in accordance with Education Code 44258.7(c) & (d)

**FUNDING:** Not Applicable.

**RECOMMENDATION:** Adopt Board Policies to Be Compliant with Education Code Credentialing Requirements (First Reading).

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

## ASSIGNMENT

In order to serve the best interests of students and the educational program, the Governing Board authorizes the Superintendent or designee to assign certificated personnel to positions for which their preparation, certification, professional experience, and aptitude qualify them.

Teachers may be assigned to any school within the district in accordance with the collective bargaining agreement, Board policy and Administrative regulation.

### Assignment to Courses/Classes

The Superintendent or designee shall assign teachers to courses based on the grade level and subject matter authorized by their credentials.

When there is no credential authorization requirement for teaching an elective course, the Superintendent or designee shall select the credentialed teacher whose knowledge and skills have prepared him/her to provide instruction in that subject.

When specifically authorized by law or regulation, the Superintendent or designee may assign a teacher, with his/her consent, to a position outside his/her credential authorization in accordance with the local teaching assignment options described in the Commission on Teacher Credentialing's (CTC) Administrator's Assignment Manual. Assignments made outside of credential authorizations pursuant to Education Code 44256, 44258.2, and 44263, shall be annually approved by Board resolution. In such cases, the Superintendent or designee shall reference in district records the statute or regulation under which the assignment is authorized.

The Superintendent or designee shall periodically report to the Board on teacher assignments and vacancies, including the number and type of assignments made outside a teacher's credential authorization through a local teaching assignment option. Whenever district misassignments and vacancies are reviewed by the County Superintendent of Schools, the Superintendent or designee shall report the results to the Board and shall provide recommendations for remedying any identified issues.

### Equitable Distribution of Qualified Teachers

The Superintendent or designee shall make assignments so that highly qualified and experienced teachers are equitably distributed among district schools, including those with higher than average levels of low-income, minority, and/or academically underperforming students. He/she shall annually report to the Board comparisons of teacher qualifications across district schools, including the number of teachers serving under a provisional internship permit, short-term staff permit, intern credential, emergency permit, or credential waiver.

Strategies for providing equitable access to experienced teachers may include, but are not limited to, incentives for voluntary transfers, provision of professional development, and/or programs to recruit and retain effective teachers.

Legal Reference:

EDUCATION CODE

33126 School accountability report card  
35035 Additional powers and duties of superintendent  
35186 Complaint process  
37616 Assignment of teachers to year-round schools  
44225.6 Commission report to the legislature re: teachers  
44250-44277 Credentials and assignments of teachers  
44314 Subject matter programs, approved subjects  
44824 Assignment of teachers to weekend classes  
44955 Reduction in number of employees

GOVERNMENT CODE

3543.2 Scope of representation

CODE OF REGULATIONS, TITLE 5

80003-80005 Credential authorizations  
80020-80020.5 Additional assignment authorizations  
80335 Performance of unauthorized professional services  
80339-80339.6 Unauthorized certificated employee assignment

UNITED STATES CODE, TITLE 20

6311 State plan  
6312 Local educational agency plans  
6601-6651 Teacher and Principal Training and Recruiting Fund

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California State Plan to Ensure Equitable Access to Excellent Educators  
Every Student Succeeds Act 2016-17 School Year Transition Plan, April 2016

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

Administrator's Assignment Manual - Updates and Revisions, May 2014  
The Administrator's Assignment Manual, rev. September 2007

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Transitioning to the Every Student Succeeds Act (ESSA): Frequently Asked Questions, rev. May 4, 2016

Improving Teacher Quality State Grants: ESEA Title II, Part A, rev. October 5, 2006

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

U.S. Department of Education: <http://www.ed.gov>

TUSD Adopted: 02.25.97

TUSD Revised:

## ASSIGNMENT

### Assignment to Elective Courses Outside Credential Authorization

A full-time teacher with special skills and preparation outside his/her credential authorization may, with his/her consent and the prior approval of a district Committee on Assignments, be assigned to teach outside their credential area in non-core academic elective courses as per Education Code 44258.7(c) & (d).

Upon board approval, the superintendent or designee shall establish a committee on assignments, consisting of six (6) members, three (3) appointed by the Tracy Educators Association and three (3) appointed by the Superintendent or designee, to approve such assignments. (EC 44258.7)

The term of office shall be one year.

Criteria to be considered for determining teacher's qualifications for assignment shall include one or more of the following:

1. College coursework and/or certificate of competence;
2. Relevant practical experience including volunteer work or extracurricular activities;
3. Successful completion of relevant professional growth activities/experience;
4. Results of oral interviews;
5. Review of portfolio and instructional plan containing evidence of demonstrated knowledge; and
6. Such other criteria as deemed appropriate by the committee.

The committee shall make its decision based on a majority vote and shall forward the decision in writing to the superintendent or designee for approval.

The Committee on Assignments shall review and approve any applicable elective assignments prior to the commencement of said assignments. Assignments approved by the COA shall then be considered for approval by the Superintendent or his/her designee.

Assignments approved by the Committee on Assignments shall be voluntary and for a maximum of one school year but may be extended in subsequent years by action of the committee upon application of the school site administrator and the affected teacher.

TUSD Acknowledged:



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** April 22, 2019  
**SUBJECT:** Acknowledge Receipt of California School Employees Association's (CSEA) Sunshine Proposal for the 2019-2020 School Year.

**BACKGROUND:** For the 2019-2020 reopener contract negotiations, CSEA is requesting to meet and negotiate the following articles:

- VIII, Pay and Allowances
- X, Fringe Benefits
- XXVIII, Evaluations
- XXXI, Safety
- XXXIII, Grievance Procedure

**FUNDING:** N/A

**RECOMMENDATION:** Acknowledge Receipt of California School Employees Association's (CSEA) Sunshine Proposal for the 2019-2020 School Year.

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



**Initial Proposal For 2019-2020 Contract Reopeners  
From California School Employees Association and its Tracy Chapter #98 to  
Tracy Unified School District**

For the 2019-2020 school year, the parties will be allowed up to three (3) re-openers plus Article VIII- Pay and allowances, and Article X- Fringe Benefits.

**ARTICLE VIII - PAY AND ALLOWANCES**

A salary increase to step and column (Appendix A)

**ARTICLE X- FRINGE BENEFITS**

**10.1 (A)** Increase the health benefit allowance provided by the District

*Surveys were sent out to all classified employees and as a result these are the additional articles we will be opening.*

**ARTICLE XXVIII - EVALUATIONS**

**Change 28.1** – The probationary period shall be for ~~{12}~~ (6) months.

**ARTICLE XXXI - SAFETY**

**Add to 31.1** – A unit member shall not be required to work under conditions that has been declared unsafe by the safety committee member(s).

**Add: 31.7** - The District shall provide documented training regarding all site equipment used, work techniques, and safety procedures to all members on an annual basis pertaining to that member's primary job duty /function. Additional training shall be given to the member upon change of primary job duty /function, change in work site /practices, or change in equipment. All training shall be provided by the District without loss of compensation to the member.

**Add: 31.8** All employees in the bargaining unit shall receive one (1) mandatory training day and three (3) additional training days to be scheduled on non student days.

**ARTICLE XXXIII – GRIEVANCE PROCEDURE**

**Change 33.4(E)** – The arbitrator's advisory recommendation shall be presented to District's Governing Board. The District shall present the arbitrator's decision to the Governing Board. The Governing Board shall review the arbitrator's recommendation and may review the evidence submitted at arbitration. The Governing Board **may (shall)** adopted the arbitrator's recommendation ~~or modify it at its discretion. The decision of the Governing Board shall be final and not subject to review by any court or agency.~~



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** April 12, 2019  
**SUBJECT:** Approve Declaration for Provisional Internship Permits

**BACKGROUND:** In response to the phasing out of emergency permits, the California Commission on Teacher Credentialing has instituted the use of the Provisional Internship Permit (PIP) effective July 1, 2005. It allows an employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. This permit can only be requested by the employing agency. The permits are issued for one year and service is restricted to that employing agency.

**RATIONALE:** The Provisional Internship Permit allows the employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. This agenda item meets District 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 Declaration for Provisional Internship Permits.

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

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

**DECLARATION**

The Governing Board of Tracy Unified School District declares that the District has elected to employ the following teachers under a Provisional Internship Permit. These individuals will be provided orientation, guidance and assistance during the valid period of the permit. They will also be provided assistance to seek and enroll in subject matter training, if necessary, in an effort to pass the subject matter competency exam. Once the exam is passed, they will be eligible for an Intern Permit.

Robin Ann Mohlenhoff, West High School, Special Education Class; Moderate/Severe 9-12  
Rogelio Bravo-Williams Middle School, English Teacher 6-8  
Rachel Cue-Central Elementary, Special Day Class, K-1  
Ava C. McAllister-Bohn Elementary, Special Day Class, 4-5  
Amanda Noelle Smith-Kimball High School-Home Economics, 9-12

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

\_\_\_\_\_  
Board President

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

**ATTEST:**

\_\_\_\_\_  
Board Vice President

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephen, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** May 7, 2019  
**SUBJECT:** **Authorize the Declaration of Need for the 2019-2020 School Year**

**BACKGROUND:** In order for Tracy Unified to apply for emergency permits with the California Commission on Teacher Credentialing, the governing Board of a School District is required to certify that there may be an insufficient number of certificated persons who meet the District's employment criteria as listed on the attached forms.

**RATIONALE:** Each school year the district must submit an estimate of emergency permits we may need for the upcoming school year. This Declaration of Need needs to be approved by the School Board at a regular public meeting before being submitted to the Commission on Teacher Credentialing. This Declaration of Need can be modified during the school year if the needs of the District change.

**FUNDING:** None.

**RECOMMENDATION:** Authorize Declaration of Need for the 2019-2020 School Year.

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



State of California  
Commission on Teacher Credentialing  
Certification Division  
1900 Capitol Avenue  
Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2019-2020

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Tracy Unified School District District CDS Code: 75499

Name of County: San Joaquin County CDS Code: 39

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on May / 14 / 2019 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

#### ► Enclose a copy of the board agenda item

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2020.

Submitted by (Superintendent, Board Secretary, or Designee):

Tammy Jalique

Name

Tammy Jalique

Signature

Associate Superintendent for Human Resources

Title

209-830-3264

Fax Number

209-830-3260

Telephone Number

5/7/19

Date

1875 W. Lowell Avenue, Tracy, California 95376

Mailing Address

tjalique@tusd.net

EMail Address

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County N/A County CDS Code N/A

Name of State Agency N/A

Name of NPS/NPA N/A County of Location N/A

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on - / - , at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, n/a.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<i>Name</i>	<i>Signature</i>	<i>Title</i>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<u>N/A</u>		
<i>Mailing Address</i>		
<u>N/A</u>		
<i>E-Mail Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	<u>8</u>
Bilingual Authorization (applicant already holds teaching credential)	<u>1</u>
List target language(s) for bilingual authorization: <u>Spanish</u>	
Resource Specialist	<u>2</u>
Teacher Librarian Services	<u>1</u>

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	6
Single Subject	10
Special Education	10
TOTAL	26

#### **EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

#### **EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program? Yes ☐ No ☒

If no, explain. We have participated in several University's Internship programs.

Does your agency participate in a Commission-approved college or university internship program? Yes ☒ No ☐

If yes, how many interns do you expect to have this year? 30

If yes, list each college or university with which you participate in an internship program.

Teacher College of San Joaquin, University of the Pacific, Notre Dame de Namur University, National University, Humphreys University, Alliant University and Brandman University.

If no, explain why you do not participate in an internship program.



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** May 8, 2019  
**SUBJECT:** Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2019-2020 School Year

**BACKGROUND:** The current three-year contract between the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD) expires on June 30, 2021. CSEA submitted its initial bargaining proposal for a successor agreement at the regularly scheduled board meeting on May 14, 2019.

**RATIONALE:** CSEA is requesting to meet and negotiate with the District for the Articles shown on the attached proposal. The District chooses to open the following Articles:

Article VIII - Pay and Allowances  
Article X - Fringe Benefits  
Article XL – Reclassification Requests

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

**FUNDING:** N/A

**RECOMMENDATION:** Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2019-2020 School Year.

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



**Initial Proposal For 2019-2020 Contract Reopeners  
From California School Employees Association and its Tracy Chapter #98 to  
Tracy Unified School District**

For the 2019-2020 school year, the parties will be allowed up to three (3) re-openers plus Article VIII- Pay and allowances, and Article X- Fringe Benefits.

**ARTICLE VIII - PAY AND ALLOWANCES**

A salary increase to step and column (Appendix A)

**ARTICLE X- FRINGE BENEFITS**

**10.1 (A)** Increase the health benefit allowance provided by the District

*Surveys were sent out to all classified employees and as a result these are the additional articles we will be opening.*

**ARTICLE XXVIII - EVALUATIONS**

**Change 28.1** – The probationary period shall be for ~~(12)~~ **(6) months.**

**ARTICLE XXXI - SAFETY**

**Add to 31.1** – A unit member shall not be required to work under conditions that has been declared unsafe by the safety committee member(s).

**Add: 31.7** - The District shall provide documented training regarding all site equipment used, work techniques, and safety procedures to all members on an annual basis pertaining to that member's primary job duty /function. Additional training shall be given to the member upon change of primary job duty /function, change in work site /practices, or change in equipment. All training shall be provided by the District without loss of compensation to the member.

**Add: 31.8** All employees in the bargaining unit shall receive one (1) mandatory training day and three (3) additional training days to be scheduled on non student days.

**ARTICLE XXXIII – GRIEVANCE PROCEDURE**

**Change 33.4(E)** – The arbitrator's advisory recommendation shall be presented to District's Governing Board. The District shall present the arbitrator's decision to the Governing Board. The Governing Board shall review the arbitrator's recommendation and may review the evidence submitted at arbitration. The Governing Board **may (shall)** adopted the arbitrator's recommendation ~~or modify it at its discretion.~~ ~~The decision of the Governing Board shall be final and not subject to review by any court or agency.~~