

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, FEBRUARY 13, 2018

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

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

A G E N D A

- | | | Pg. No. |
|----------------|--|----------------|
| 1. | Call to Order | |
| 2. | Roll Call – Establish Quorum
Board: D. Arriola, J. Costa, S. Gilbert, W. Gouveia, T. Guzman, G. Silva, J. Vaughn
Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| 3.1 | Administrative & Business Services: | |
| 3.1.1 | CONFERENCE WITH LEGAL COUNSEL <ul style="list-style-type: none">- Existing Litigation (G.C 54956.9(A))- F & H Construction v. TUSD | |
| 3.2 | Educational Services: | |
| 3.2.1 | Findings of Fact #17-18/#26, 39, 40, 41, 42, 48, 50 | |
| 3.2.2 | Application for Reinstatement #17-18/#24, 25, 26 | |
| Action: | Motion___; Second___ . Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.2.3 | PE Exemption WHS #10303617 | |
| Action: | Motion___; Second___ . Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.2.4 | Waiver of Expulsion – WE#17-18/#1 | |
| Action: | Motion___; Second___ . Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.3 | Human Resources: | |
| 3.3.1 | Consider Non-Paid Leave of Absence Request for Certificated Employee #UC-1048, Pursuant to Article XX | |
| Action: | Motion___; Second___ . Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.3.2 | Consider Public Employee/Employment/Discipline/Dismissal/Release | |
| Action: | Motion___; Second___ . Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.3.3 | 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 Action Taken on Findings of Fact #17-18/#26, 39, 40, 41, 42, 48, 50

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

6b Report Out of Action Taken on Application for Reinstatement #17-18/#24, 25, 26

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

6c Report Out of Action Taken on PE Exemption WHS #10303617

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

6d Report Out of Action Taken on Waiver of Expulsion – WF#17-18/#1

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

6e Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Certificated Employee #UC-1048, Pursuant to Article XX

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

6f Report Out of Action Taken on Consider Public Employee/Employment/Discipline/Dismissal/Release Settlement Agreement with Certificated Employee

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

7. Approve Regular Minutes of January 23, 2018

1-6

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

8. Student Representative Reports: None.

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

9.1 Williams Middle School Presentation

9.2 Student Social Media Team

9.3 Recognize the Recipient of the Diversity & Equity Staff Recognition Award for the Winter Term of the 2017-18 School Year **7**

10. Information & Discussion Items: An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting. None.

10.1 Administrative & Business Services: None.

11. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item may 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:

12.1 Administrative & Business Services: None.

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

Action: Motion___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.

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

13.1 Administrative & Business Services:

- | | | |
|---------------|---|--------------|
| 13.1.1 | Approve Accounts Payable Warrants (January, 2018)
(Separate Cover Item) | 8 |
| 13.1.2 | Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District | 9-10 |
| 13.1.3 | Approve Payroll Reports ((January, 2018) | 11-15 |
| 13.1.4 | Approve Revolving Cash Fund Reports ((January, 2018) | 16-19 |
| 13.1.5 | Approve Entertainment, Assembly, Service, Business and Food Vendors | 20-29 |
| 13.1.6 | Acknowledge Receipt of Report on Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 75 (Separate Cover Item) | 30-32 |
| 13.1.7 | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 33-34 |
| 13.1.8 | Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 35-36 |

13.2 Educational Services:

- | | | |
|---------------|---|--------------|
| 13.2.1 | Approve Agreement for Special Contract Services with AccuTrain Corporation to Provide Professional Development on Responsibility Centered Discipline to Teachers, Administrators, and Classified Staff of North, South/West, Jacobson, and West High Schools for the 2017-2018 and 2018-2019 School Years | 37-40 |
| 13.2.2 | Approve Agreement for Special Contract Services with Betsy Caporale of Augmentative Communication Solutions for Independent Educational Evaluation – AT/AAC Assessment | 41-44 |
| 13.2.3 | Approve Overnight Travel for Twenty-Four West High Students and Two Advisors to participate in the California Highway Patrol's Every 15 Minutes Program on February 15–16, 2018 | 45 |
| 13.2.4 | Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt: International Center for Leadership in Education (ICLE) to Provide Professional Development for District Administrators, Site Administrators and Teachers for the 2018-2019 School Year | 46-62 |
| 13.2.5 | Approve Agreement for Special Contract Services with Kandace Forrester for an Independent Educational Evaluation/Psycho-Educational Assessment | 63-66 |

- 13.2.6** Approve Agreement for Special Contract Services for Knights Life Sword Fighting Academy to Provide Professional Development Training to Visual and Performing Arts Teachers at the March 2, 2018 Staff Development Buy-back Day **67-70**
- 13.2.7** Approve Out of State Travel for Seven Jacobson Elementary School Teachers to Attend the Professional Learning Community (PLC) at Work Institute in Las Vegas, NV on June 6-8, 2018 **71**
- 13.2.8** Approve Out of State Travel for Two South/West Park Administrators and Six Teachers to Attend the Professional Learning Communities (PLC) at Work Institute in Las Vegas, Nevada on June 6-8, 2018 **72**
- 13.2.9** Approve Revised Title 1 School Plans for the Remainder of the 2017-2018 School Year (Separate Cover Item) **73**
- 13.2.10** Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending January 15, 2018 **74-75**
- 13.2.11** Approve Agreement for Special Contract Services with San Joaquin Pride Center, Inc. to Provide Professional Development in Cultural Awareness & Diversity Training To Teachers, Administrators, and Classified Staff of Kimball, Tracy, and West High Schools for the 2017-2018 School Year **76-82**
- 13.2.12** Approve Agreement for Special Contract Services with Wayne Stevenson for Independent Educational Evaluation/Occupational Therapy Assessment **83-86**

13.3 Human Resources:

- 13.3.1** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment **87-88**
- 13.3.2** Approve Classified, Certificated, and/or Management Employment **89-90**
- 13.3.3** Approve the Instructional Calendars for 2018-19, 2019-20, and 2020-21. Approve the Classified and Certificated Calendars listings for the 2018-19 School Year **91-96**

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** Acknowledge Revision to Business and Noninstructional Administrative Regulation AR 3514 Environmental Safety (First Reading) (Separate Cover Item) **97-108**
- Action:** Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___
- 14.1.2** Accept the 2016-17 Independent Financial Audit and Performance Audit for Measure E, Measure B and Measure S General Obligation Bonds (Separate Cover Item) **109**
- Action:** Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___
- 14.1.3** Adopt Resolution No. 17-14 In Support of Accelerating the Distribution of Proposition 51 School Facilities Funds **110-113**
- Action:** Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___

14.1.4 Annual Meeting of Tracy Schools Facilities Financing Authority **114-119**
Adjourn TUSD Board Meeting.

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

<i>Name</i>	<i>TSFFA Board Position</i>
Greg Silva	Chair
Sondra Gilbert	Vice-Chair
Daniel Arriola	Secretary
Jill Costa	Member
Walter Gouveia	Member
Ted Guzman	Member
James Vaughn	Member

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

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

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

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

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

4. DISCUSSION/ACTION –

4.1 Approve Meeting Minutes of February 15, 2017

Action: Motion__; Second__. Vote Yes__; No__; Absent; Abstain__.

4.2 Accept the 2016-2017 Independent Annual Financial Report for the Tracy School Facilities Financing Authority (Separate Cover Item)

Action: Motion__; Second__. Vote Yes__; No__; Absent; Abstain__.

5. ADJOURNMENT

Reconvene the TUSD Board Meeting

14.2 Educational Services:

14.2.1 Adopt Resolution No. 17-18 Establishing March 2018 as "Arts in Education Month" **120-122**

Action: Motion__; Second__. Vote: Yes__; No__; Absent__; Abstain__

14.3 Human Resources:

14.3.1 Approve Adjustment of Salary Placement for Long Term English Learner Counselor from LMP Range 7 to Range 11 **123-126**

Action: Motion__; Second__. Vote: Yes__; No__; Absent__; Abstain__

14.3.2 Approve Variable Term Waiver for David Rusch- Single Subject Physics **127-128**

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 February 27, 2018

17.2 March 13, 2018

17.3 March 27, 2018

17.4 April 24, 2018

17.5 May 8, 2018

17.6 May 22, 2018

18. Upcoming Events:

18.1 February 19, 2018 No School: Presidents Day

18.2 March 30-April 6, 2018 No School: Spring Break

18.3 May 25, 2018 Last Day of School

18.4 May 26, 2018 Graduation: Tracy, West, Kimball

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

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AGENDA

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| 3.3.3 | 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:

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

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

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- 14.1.3 Adopt Resolution No. 17-14 In Support of Accelerating the Distribution of Proposition 51 School Facilities Funds **110-113**
- Action:** Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
- 14.1.4 Annual Meeting of Tracy Schools Facilities Financing Authority **114-119**
Adjourn TUSD Board Meeting.

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

<i>Name</i>	<i>TSFFA Board Position</i>
Greg Silva	Chair
Sondra Gilbert	Vice-Chair
Daniel Arriola	Secretary
Jill Costa	Member
Walter Gouveia	Member
Ted Guzman	Member
James Vaughn	Member

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

3. Comments From the Public on Items Not on the Agenda
(5-Minute Time Limit Per Individual)
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4. DISCUSSION/ACTION –

4.1 Approve Meeting Minutes of February 15, 2017

Action: Motion__ ; Second__ . Vote Yes__ ; No__ ; Absent: Abstain__.

4.2 Accept the 2016-2017 Independent Annual Financial Report for the Tracy School Facilities Financing Authority (Separate Cover Item)

Action: Motion__ ; Second__ . Vote Yes__ ; No__ ; Absent: Abstain__.

5. ADJOURNMENT

Reconvene the TUSD Board Meeting

14.2 Educational Services:

14.2.1 Adopt Resolution No. 17-18 Establishing March 2018 as "Arts in Education Month"

120-122

Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__

14.3 Human Resources:

14.3.1 Approve Adjustment of Salary Placement for Long Term English Learner Counselor from LMP Range 7 to Range 11 **123-126**

Action: Motion__; Second__. Vote: Yes__; No__; Absent__; Abstain__

14.3.2 Approve Variable Term Waiver for David Rusch- Single Subject Physics **127-128**

Action: Motion__; Second__. Vote: Yes__; No__; Absent__; Abstain__

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17. Board Meeting Calendar:

17.1 February 27, 2018

17.2 March 13, 2018

17.3 March 27, 2018

17.4 April 24, 2018

17.5 May 8, 2018

17.6 May 22, 2018

18. Upcoming Events:

18.1 February 19, 2018

No School: Presidents Day

18.2 March 30-April 6, 2018

No School: Spring Break

18.3 May 25, 2018

Last Day of School

18.4 May 26, 2018

Graduation: Tracy, West, Kimball

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**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, January 23, 2018**

- 6:00 PM:** 1-3. President Silva called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: D. Arriola, J. Costa, S. Gilbert, T. Guzman, G. Silva, J. Vaughn (arrived late. 7:30 pm) Absent: W. Gouveia
Staff: B. Stephens, S. Harrison, C. Goodall, T. Jalique, B. Etcheverry
- 7:01 PM** 5. President Silva called the Tracy Unified School District Board of Education to order and the West High JROTC presented the flag and led the Pledge of Allegiance.
- Closed Session:**
- 6a** Action Taken on Findings of Fact #17-18/#23, 27, 28, 37, 39
Action: Pulled Item #39. Arriola, Gilbert. **Vote:** Yes-5; No-0; Absent-2(Gouveia, Vaughn.)
- 6b** Report Out of Action Taken on Application for Reinstatement #17-18/#21,22,23
Action: **Vote:** Yes-5; No-0; Absent-2(Gouveia, Vaughn)
- 6c** Report Out of Action Taken on Release Probationary Classified Employees #UCL-290
Action: **Vote:** Yes-5; No-0; Absent-2(Gouveia, Vaughn)
- 6d** Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-292, Pursuant to Article XXIII
Action: **Vote:** Yes-5; No-0; Absent-2(Gouveia, Vaughn)
- 6e** Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Management Classified Confidential Employee #UCL-293, Pursuant to Ed Code 45190
Action: **Vote:** Yes-5; No-0; Absent-2(Gouveia, Vaughn)
- 6f** Report Out of Action Taken on Approve Resolution No. 17-16 Intent to Dismiss
Action: This item was pulled. **Vote:** None.
- Minutes:** 7. Approve Regular Minutes of January 9, 2018
Action: Arriola, Guzman. **Vote:** Yes-5; No-0; Absent-2(Gouveia, Vaughn)
- Employees Present:** A. Gossett, K. Alcorn, A. Johnson, J. Vega, M. Ramirez. Z. Boswell, K. Sanfilippo, L. Sawyer, J. Rocha, A. Davis, M. Wilson, C. Nitti, R. Pecot, M. Huber, N. Leopoldo, L. Rodriguez, P. Smith, L. DeLaTorre, J. Hensel, C. Nasello, V. Headley, M. Hill, N. Gardner, R. Little, S. Hawkins, J. Nott, L. Sawyer, K. Sanfilippo, C. Hawkins, K. Felisberto, D. Voller, C. Berendt, D. Arbogast, T. Orino, J. Ormonde, G. Rawson, T. Demarest, R. Rodriguez, G. Gualco D.

Roberson, M. Hughes, N. Leopoldo, D. Borba, C. Munger C. Caube, S. Williams, B. Jacinto, S. Huber, A. Davis, L. Rodriguez

Press: D. Rizzo, Tracy Press

Visitors Present: P. Bryant, K. Hill, K. Powers, M. Rinehart, V. Lopez, T. Fonseca, M. Brito, B. Jacinto, B. Pekari, B. Pam, K. Ashoq, J. Enriquez, E. Enriquez, F. Wali, B. Gutierrez, E. Rodriguez, M. Montesinos, C. Voss, R. Gutierrez, J. Gutierrez, T. Torres, M. Montoya, H. Zepeda, A. Crotts, S. Nitti, M. Mendoza, L. Cooper, K. Asuncion

Student Rep Reports: **8. West High:** Payton Bryant and Kaylin Hill reported on the award and recognition breakfast for AP. The 22nd MLK Breakfast was held at West and the proceeds went to the BSU clubs for Tracy, West and Kimball. The Robotics tournament was at West High and was the biggest in the state. Over 65 teams showed off their robotics. Army recruiters have been around campus. This week the drunk driving simulator has challenged students and showed how dangerous it can be. Drama put on their annual lip sync battle. It was fun and a great break from the routine. Seniors nominated the senior hall of fame such as best smile, most athletic, best dressed, etc. It is Senior night for wrestlers. They are proud of how hard they worked. The basketball team dominated Tracy High. Spirit week theme is Space Jam. Today was past v. present. Thursday is the black light rally. There will be a 3-point contest for the girls and boys' teams and staff. There is no school on Friday but there will be a basketball game and the Slam Jam Dance. Michael Hayes made it on Sports Center for his glass shattering dunk.

Stein High: Kayla Powers was not able to attend tonight

Kimball High: Kara spoke for Chloe Ramos who was unable to attend tonight. They are having their first major event, the winter sports rally "Swoosh Bam". *Stranger Things* is the theme. They will have dress up days including 1980's throwback and a black light rally. Students are busy preparing and the Swoosh dance will be held after the rally on Friday. Drama has casted for their upcoming production of *Robin Hood*. The girls' basketball team is home tonight against Sierra. The boys' basketball team won against East Union. Soccer is off to a great start too. Baseball tryouts are coming up and the Freshmen and Sophomores participated in an activity with Point Break, which is building sense of unity among students.

Tracy High: Marti Rhinehart reported that after the holiday break students are excited to start the last semester. Registration forms are being turned in for next year. Each student met with their counselor. This week baseball conditioning was held at Monte Vista. The soccer team has been successful and won all but one. The Tracy v. West fundraiser is to help Napa schools. The coach that loses will get drenched with a bucket of water. Hoopla is next week and the theme is really out of this world. There will be "space" theme days such as starlight star bright, race to space and cosmic clash. Mr. & Mrs. Bulldog will be crowned at half time followed by a dance.

North School: Valeria Lopez, Tatiana Fonseca, Mia Brito, and other leadership

students presented a power point and a poem about their promise. They showed pictures of various students and events including their winter dance. An 8th grade student poem was read entitled “Just a Smile”.

Freiler School: Emily Rodriguez, Joe Enriquez, Karishma Ashoq and Chris Voss, spoke about the clubs at Freiler. Students are engaged in science and enjoyed the solar eclipse. They showed a power point with pictures of the solar eclipse, science camp, the walkathon, recycle club, kinder class, field trips, the Shrek cast and chess club. Then showed a model showing the concept of moon phases. Board member Arriola volunteered to demonstrate the moon phases when earth changes its positions.

Recognition & Presentations:

9.1 Villalovoz Elementary School Presentation

Principal, Erin Quintana, presented a power point about what makes Villalovoz a great school. They showed a video of various teachers and students. They spoke about why they liked Villa. Teachers spoke about Number Talks and the Math Olympiad team. There is a parent café each month and they provide information in both English and Spanish. They also spoke about NGSS in action, science night, integrated technology and artists in residence,

Trustee, James Vaughn arrived at 7:30 p.m.

9.2 Recognize the Outstanding Employees of the Winter Term for the 2017-2018 School Year

Board members recognized Major Matthew Wilson (9-12), Charlie Nitti (6-8) and Brenda Jacinto (K-5) as Outstanding Certificated Employees; Natalie Leopoldo (9-12), Maria (Sonia) Huber (6-8) and Alisha Davis (K-5) as Outstanding Classified Employees and Lisa Rodriguez as the Outstanding Management Employee for the Winter Term of the 2017-2018 school year.

Information & Discussion Items:

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report on Responsibility Centered Discipline for 2017-2018, 2018-2019 School Year

Director of Student Services, Troy Brown, spoke about his background and as a teacher has some challenging moments. Teachers get training on curriculum and instruction but not so much on challenging moments. During the 2016-17 school year, 2155 kids were suspended. We want to make this better and have researched what else was available. He attended a discipline conference last year and met Larry Thompson. He then showed a video about this program, RCD. He also spoke with administration from schools that are using this program. One principal had 4000 referrals and in the 2nd year using RCD was lowered to 289. North, Jacobson, Southwest Park and West are piloting the program. Principals, assistant principals, teachers and district staff attended a training in November. Those sites will prepare with the group and then

the whole staff will be trained. Out of the 596 suspensions by end of September, at least 249 of those could have been eliminated. He will send an invite to the board for the training.

Hearing of Delegations

11. Three fifth grade students from North School: Biangie, Brooke, and Miranda spoke about the DARE Program. They thanked Superintendent Stephens and the TUSD board for allowing them to talk tonight. They appreciate having the DARE program in their school. They have learned how to summarize problems and fix them. It taught them to give to others by donating and volunteering. They learned about respect for others and how to resolve problems. North students take pride in learning and good decision making. They thanked the board for allowing them to have DARE on their campus. They wrote letters to mayor and Miranda read hers. She has learned how to be better person and is excited to go to college. They are thankful for Mr. Abercrombie. They invited the board and administration to their DARE graduation on January 30th at 6:30.

Public Hearing:

12.1.1 None.

Consent Items:

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

Action: Guzman, Arriola. **Vote:** Yes-6; No-0; Absent-1(Gouveia)
Pulled Item 13.1.5 to vote separately.

Action on: Item 13.1.5 Guzman, Costa.

Vote: Yes-5; Abstain-1(Arriola) Absent-1(Gouveia)

13.1 Administrative & Business Services:

13.1.1 Approve Accounts Payable Warrants (December, 2017)
(Separate Cover Item)

13.1.2 Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District

13.1.3 Approve Payroll Reports (December, 2017)

13.1.4 Approve Revolving Cash Fund Reports (December, 2017)

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

13.1.6 Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment through Direct Sale to Vendor in Lieu of Disposal Expenses

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

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

13.2 Educational Services:

13.2.1 Approve Agreement for Special Contract Services with Gallo Center for the Arts to Provide a Bullying Assembly at McKinley Elementary School during the 2017-2018 School Year

13.2.2 Approve Out of State Travel for 7 Participants (Staff

- Development/Educational Services) to Attend the Model Schools Conference on June 24-27, 2018 in Orlando, FL
- 13.2.3** Ratify Master Contract and Individual Services Agreement with Oak Grove/Jack Weaver School, NPS, for the 2017-2018 School Year (Separate Cover Item)
- 13.2.4** Approve Out of State Travel for Two McKinley Elementary School Administrators and Three Teachers to Attend the Professional Learning Communities at Work Institute in Las Vegas, Nevada on June 6-9, 2018
- 13.2.5** Approve Out of State Travel for Tracy High Activities Director, Athletic Director and Administrators to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV on February 28-March 3, 2018
- 13.2.6** Approve Out of State Travel for Debbie Johnson to Attend Food Science and Nutrition and FACS Summer Conference in Saratoga Springs, Utah on June 12-14, 2018
- 13.2.7** Approve Agreement for Special Contract Services with the San Joaquin County Office of Education's Project GLAD to Provide Training to Preschool Teachers During the 2017-2018 School Year
- 13.2.8** Approve Out of State Travel for the Tracy High School Cheer Team and Coaches to Participate in the JAMZ Spirit Nationals in Las Vegas, NV on February 21-February 24, 2018

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 Resolution No. 17-15 Calling for Full and Fair Funding of California's Public Schools

Action: Gilbert, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Gouveia)

14.2 Educational Services: None.

14.3 Human Resources:

- 14.3.1** Adopt Resolution 17-13, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds

Action: Guzman, Costa. **Vote:** Yes-6; No-0; Absent-1(Gouveia)

Board Reports:

Trustee Costa thanked the JROTC from West High for coming tonight and presenting the flag. Major Wilson has done a wonderful job with the students and all of the events they attend. Trustee Vaughn apologize for being late as he coaches the 7-8th grade basketball team for the school where he teaches. He thanked Dr. Stephens, Troy and all staff that participated and put on the MLK breakfast. It was one of the best ones he has attended. It was very inspiring and good to see people from the community. Afterwards he went to visit Dr. Franco. It was good to see him. He first started the MLK breakfast and later that day he would go to the warrior game. Trustee Guzman enjoyed all of the reports and congratulated students, staff and parents for their involvement. He congratulated all of the outstanding employees. Trustee Arriola thanked Freiler for letting him be

a part of their presentation. He attended the Anti-bullying Committee meeting. There are great things being done by our local kids at the local and county level. The presentation they gave on social media was great and they should be commended. He also attends the Diversity and Equity Committee meeting. He enjoyed the MLK Breakfast and enjoyed the speakers. He thanked the Tracy African American Association for working closely with our BSU groups. Trustee Gilbert passed. Trustee Silva thank all who spoke tonight.

**Superintendent
Report:**

Dr. Stephens thanked James and Dan for coming to the MLK Breakfast. This is the 4th year he has been involved and it has grown each year. He was a judge for the Tracy High Ag Sci projects. The kids do some amazing work. He enjoys it and is glad to be asked each year. Tonight he loved the kids reports and loved to hear about our outstanding employees.

Adjourn: 8:27 pm

Clerk

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: January 31, 2018
SUBJECT: Recognize the Recipient of the Diversity & Equity Staff Recognition Award for the Winter Term of the 2017-18 School Year

BACKGROUND: In December, 2011, the Board adopted a revision to the Board Policies and Administrative Regulations 4156.2 and 4256.2, Governing Board's Recognition of Employees. The revised Policies and Administrative Regulations reflect changes and the addition of the Superintendent's Diversity & Equity Committee Employee Award and Recognition Program. A selection committee composed of a chairperson and members of the Superintendent's Diversity & Equity Committee met and reviewed the nominations and selected an award winner in the Management/Classified Confidential category for the Winter Term.

RATIONALE: In accordance with the Board Policies and Administrative Regulations, the award recipients will be recognized by the Board of Education.

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

FUNDING: N/A

RECOMMENDATION: Recognize Jason Noll (Management/Classified Confidential) as the Recipient of the Diversity & Equity Staff Recognition Award for the Winter Term of the 2017-18 School Year

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: February 2, 2018
SUBJECT: **Approve Accounts Payable Warrants (January, 2018)**

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

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

FUNDING: N/A

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: January 19, 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:

Central Elementary School:

1. Tracy Unified School District/Central Elementary School: From the Boys and Girls Club of Tracy, an HP Pavilion g series computer, valued at \$700.00. This donation will benefit the staff and students at Central School.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From the Tracy Breakfast Lions for the amount of \$3,381.16 (ck. #5596). This donation will benefit Tracy High Schools girls' basketball program.
2. Tracy Unified School District/Tracy High School: From Malini and Amar Nijagal for the amount of \$1,000.00 (ck. #0927). This donation will benefit Tracy High School's International Baccalaureate (IB) Club.
3. Tracy Unified School District/Tracy High School: From Velma Pimentel & Sons Dairy for the amount of \$500.00 (ck. #3370). This donation is a contribution to the J. Pimentel Scholarship for the 2017-2018 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: February 2, 2018
SUBJECT: Approve Payroll Reports (January, 2018)

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

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

FUNDING: N/A

RECOMMENDATION: Approve Payroll Reports (January, 2018).

Prepared by: Reed Call, Director of Financial Services.

Pay Date 01/10/2018

LABOR DISTRIBUTION FOR EMPLOYEE WARRANTS SUMMARY

Fund 01	SACS Object	Amount	
	1100	266,976.26	Teachers' Salaries
	1200	539.87	Cert Pupil Support Salaries
	1900	890.00	Other Certificated Salaries
	2100	25,064.50	Instructional Aides' Salaries
	2200	73,379.98	Classified Support Salaries
	2400	8,144.41	Clerical & Office Salaries
	2900	6,566.09	Other Classified Salaries
	Total Labor	381,561.11	
Fund 01	SACS Object	Amount	
	3101	27,964.51	STRS On 1000 Salaries
	3202	3,120.62	PERS On 2000 Salaries
	3301	4,781.70	
	3302	6,930.20	
	3501	134.19	State Unemploy On 1000 Salary
	3502	56.55	State Unemploy On 2000 Salary
	3601	5,162.57	Worker'S Comp Ins On 1000 Sal
	3602	2,176.54	Worker'S Comp Ins On 2000 Sal
	Total Contributions	50,326.88	
Fund 11	SACS Object	Amount	
	1100	14,541.84	Teachers' Salaries
	1200	2,148.43	Cert Pupil Support Salaries
	2100	1,045.14	Instructional Aides' Salaries
	2400	2,667.69	Clerical & Office Salaries
	Total Labor	20,403.10	
Fund 11	SACS Object	Amount	
	3101	1,499.98	STRS On 1000 Salaries
	3202	162.32	PERS On 2000 Salaries
	3301	218.73	
	3302	235.49	
	3501	8.30	State Unemploy On 1000 Salary
	3502	1.86	State Unemploy On 2000 Salary
	3601	321.06	Worker'S Comp Ins On 1000 Sal
	3602	71.41	Worker'S Comp Ins On 2000 Sal
	Total Contributions	2,519.15	
Fund 12	SACS Object	Amount	
	2100	1,006.06	Instructional Aides' Salaries
	2400	1,571.36	Clerical & Office Salaries
	2900	339.90	Other Classified Salaries
	Total Labor	2,917.32	
Fund 12	SACS Object	Amount	
	3102	7.71	STRS On 2000 Salaries
	3202	13.87	PERS On 2000 Salaries
	3302	120.99	
	3502	1.45	State Unemploy On 2000 Salary
	3602	56.13	Worker'S Comp Ins On 2000 Sal
	Total Contributions	200.15	

Fund 13	SACS Object	Amount	
	2200	17,418.47	Classified Support Salaries
	Total Labor	17,418.47	
Fund 13	SACS Object	Amount	
	3202	880.57	PERS On 2000 Salaries
	3302	945.12	
	3502	8.72	State Unemploy On 2000 Salary
	3602	335.12	Worker'S Comp Ins On 2000 Sal
	Total Contributions	2,169.53	

ESCAPE ONLINE

Pay Date 01/31/2018

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	4,699,845.95	Teachers' Salaries
	1200	281,374.56	Cert Pupil Support Salaries
	1300	520,968.22	Cert Suprvsrs' & Admins' Sal
	1900	66,773.77	Other Certificated Salaries
	2100	378,549.26	Instructional Aides' Salaries
	2200	730,586.63	Classified Support Salaries
	2300	170,355.48	Class Suprvsrs' & Admins' Sal
	2400	424,101.31	Clerical & Office Salaries
	2900	40,518.24	Other Classified Salaries
	Total Labor	7,313,073.42	
Fund 01	SACS Object	Amount	
	3101	781,410.68	STRS On 1000 Salaries
	3102	3,679.58	STRS On 2000 Salaries
	3201	24,159.90	PERS On 1000 Salaries
	3202	254,315.20	PERS On 2000 Salaries
	3301	78,981.51	
	3302	121,634.50	
	3401	563,348.14	
	3402	243,201.48	
	3501	2,784.67	State Unemploy On 1000 Salary
	3502	870.79	State Unemploy On 2000 Salary
	3601	107,119.07	Worker'S Comp Ins On 1000 Sal
	3602	33,547.83	Worker'S Comp Ins On 2000 Sal
	3701	65,189.22	
	3702	34,175.24	
	Total Contributions	2,314,417.81	
Fund 11	SACS Object	Amount	
	1100	8,088.82	Teachers' Salaries
	1300	617.27	Cert Suprvsrs' & Admins' Sal
	2100	4,391.13	Instructional Aides' Salaries
	2200	2,075.62	Classified Support Salaries
	2400	10,765.16	Clerical & Office Salaries
	Total Labor	25,938.00	
Fund 11	SACS Object	Amount	
	3101	1,256.29	STRS On 1000 Salaries
	3202	2,676.28	PERS On 2000 Salaries
	3301	117.89	
	3302	1,233.73	
	3401	805.10	
	3402	2,866.80	
	3501	4.35	State Unemploy On 1000 Salary
	3502	8.61	State Unemploy On 2000 Salary
	3601	167.47	Worker'S Comp Ins On 1000 Sal
	3602	331.47	Worker'S Comp Ins On 2000 Sal
	Total Contributions	9,467.99	

Fund 12	SACS Object	Amount	
	1300	778.05	Cert Suprvsrs' & Admins' Sal
	2100	5,978.73	Instructional Aides' Salaries
	Total Labor	6,756.78	
Fund 12	SACS Object	Amount	
	3101	112.27	STRS On 1000 Salaries
	3102	330.87	STRS On 2000 Salaries
	3202	366.41	PERS On 2000 Salaries
	3301	10.28	
	3302	255.69	
	3401	68.02	
	3402	57.78	
	3501	0.39	State Unemploy On 1000 Salary
	3502	2.99	State Unemploy On 2000 Salary
	3601	14.97	Worker'S Comp Ins On 1000 Sal
	3602	115.01	Worker'S Comp Ins On 2000 Sal
	Total Contributions	1,334.68	
Fund 13	SACS Object	Amount	
	2200	127,158.96	Classified Support Salaries
	2300	32,818.87	Class Suprvsrs' & Admins' Sal
	2400	11,846.70	Clerical & Office Salaries
	Total Labor	171,824.53	
Fund 13	SACS Object	Amount	
	3202	22,099.16	PERS On 2000 Salaries
	3302	11,836.90	
	3402	15,686.72	
	3502	85.90	State Unemploy On 2000 Salary
	3602	3,305.08	Worker'S Comp Ins On 2000 Sal
	Total Contributions	53,013.76	

ESCAPE ONLINE



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: February 2, 2018
SUBJECT: Approve Revolving Cash Fund Reports (January, 2018)

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

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

FUNDING: N/A

RECOMMENDATION: Approve Revolving Cash Fund Reports (January, 2018).

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

02/01/18

TUSD
REVOLVING CASH FUND
January 2018

Date	Num	Name	Memo	Paid Amount
01/02/2018	9347	HARVARD MEDICAL SCHOOL	Conference 1/26-27/2018 Molly Long	
			01-3010-0-1110-2140-5200-800-2744	-305.00
TOTAL				-305.00
01/02/2018	9348	LODI UNIFIED SCHOOL DISTRICT	Serv Safe Class and Exam 1/5/18 Brandy Ca...	
			13-5310-0-0000-3700-5200-800-9802	-100.00
TOTAL				-100.00
01/04/2018	9349	KEHIA MCKINNEY	Refund pay docks for 11/16& 11/17 and corre...	
			01-0000-0-1110-2700-2400-679-8999	-501.57
TOTAL				-501.57
01/08/2018	9350	RENISHA TURNER	PO18-01649 FIRST AID CLASS	
			01-0723-0-1110-3600-5800-840-9702	-22.50
			01-0724-0-5750-3600-5800-840-9702	-22.50
TOTAL				-45.00
01/08/2018	9351	RENISHA TURNER	PO18-01649 FIRST AID CLASS	
			01-0723-0-1110-3600-5800-840-9702	-22.50
			01-0724-0-5750-3600-5800-840-9702	-22.50
TOTAL				-45.00
01/08/2018	9352	RENISHA TURNER	PO18-01649 FIRST AID CLASS	
			01-0723-0-1110-3600-5800-840-9702	-22.50
			01-0724-0-5750-3600-5800-840-9702	-22.50
TOTAL				-45.00
01/08/2018	9353	RENISHA TURNER	PO18-01649 FIRST AID CLASS	
			01-0723-0-1110-3600-5800-840-9702	-22.50
			01-0724-0-5750-3600-5800-840-9702	-22.50
TOTAL				-45.00
01/08/2018	9354	RENISHA TURNER	PO18-01649 FIRST AID CLASS	
			01-0723-0-1110-3600-5800-840-9702	-22.50
			01-0724-0-5750-3600-5800-840-9702	-22.50
TOTAL				-45.00
01/09/2018	9355	CALIFORNIA HIGHWAY PATROL	PO18-00306 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

02/01/18

TUSD
REVOLVING CASH FUND
January 2018

Date	Num	Name	Memo	Paid Amount
01/09/2018	9356	CALIFORNIA HIGHWAY PATROL	PO18-00306 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
01/09/2018	9357	CALIFORNIA HIGHWAY PATROL	PO18-00306 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
01/09/2018	9358	CALIFORNIA HIGHWAY PATROL	PO18-00306 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
01/09/2018	9359	CALIFORNIA HIGHWAY PATROL	PO18-00306 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
01/09/2018	9360	REGISTRATIONS FOR YOU	CONFERENCE 3/4-6/2018 PAT ROONEY	
			01-3550-0-3800-2140-5200-600-2996	-325.00
TOTAL				-325.00
01/10/2018	9361	CITY OF TRACY	REQ18-01853 Tracer tickets	
			01-3010-0-0000-7200-4300-800-2749	-99.00
TOTAL				-99.00
01/12/2018	9362	REBECCA ADAMS	LATE TIME SHEET 1/10/2018 PAYDATE	
			01-0000-0-1110-2490-2905-806-8101	-415.02
TOTAL				-415.02
01/22/2018	9363	CITY OF TRACY	PO18-01937 10 Fixed Route Tickets - ADA	
			01-6500-0-5750-1110-4300-600-6265	-100.00
TOTAL				-100.00
01/22/2018	9364	CA DEPT OF TAX AND FEE ADML...	PO18-00303 4 Q 57-415033	
			01-0723-0-1110-3600-4300-840-9702	-119.91
			01-0724-0-5750-3600-4300-840-9702	-179.86
TOTAL				-299.77

02/01/18

TUSD
REVOLVING CASH FUND
 January 2018

Date	Num	Name	Memo	Paid Amount
01/23/2018	9365	CALIFORNIA STATE UNIVERSITY...	CONFERENCE 2/1/2018 HR	
			01-0000-0-0000-7400-5200-810-8002	-200.00
TOTAL				-200.00
01/29/2018	9366	CABE	Conference 2/2/2018 Mayte Ramirez	
			01-3040-0-1110-2140-5200-340-3002	-200.00
TOTAL				-200.00
01/31/2018	9367	BIOMETRICS4ALL INC	INVOICE TRACY0043	
			01-0000-0-0000-7400-5800-810-8906	-18.00
TOTAL				-18.00



BUSINESS SERVICES MEMORANDUM

TO: Brian R. Stephens, Superintendent
FROM: C. Goodall, Associate Superintendent for Business Services
DATE: February 1, 2018
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

A CIVIC PERMIT SHOULD BE ENTERED FOR ALL VENDOR ACTIVITIES**Vendors are listed by expiration and insured name (not the program name)****↓This list of Approved Vendors confirms verification of insurance coverage only!↓****Board Approval based on insurance remaining current!****VENDOR'S INSURANCE REQUIRES CONTRACT PRIOR TO OCCURENCE**

If vendor does not provide a contract, site must use the District's Contract Services Agreement.

Refer to District Staff Portal e-forms Business Services section.

Booster and Parent organizations are independent of both the district and the student organizations/ASB. Boosters and parent clubs must enter into their own contracts and agreements with external organizations in compliance with Parent/Booster Club bylaws and must not be appended to or be part of existing district or student organization contracts. **Parent/Booster Clubs are not to use the district tax identification number for any of their activities.**

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

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

Per BP 5145.14 -Taking pictures of school pupils and buildings for commercial purposes is normally prohibited. Any exception requires an application in writing and the approval of the Superintendent or Superintendent's designee.
Photo booth Vendors own the pictures and can place them on their website or social media which is a violation of policy.

↓REQUESTING VENDORS FOR BOARD APPROVAL↓:

	Shoob Photography - School photos, Alex Shoob, 567-0768, alex@shoobphoto.com, projects@shoobphoto.com, www.shoobphoto.com. No pictures of students without parental permission slip.	8/9/2018
Board Approved	Vendor Name	Insurance Expiration
9/13/11	California Weekly Explorer, Inc. History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com	2/1/2018
8/25/09	Soul Shoppe - Focus on building character & creating bully-free schools. Shawna Jones, Shawna@soulshoppe.com, Phone: 510-338-3231, www.soulshoppe.com	2/1/2018
11/13/07	Lonny Johnson - Ancient Artifacts - John Tacha or Terry Lyman 800.255.0084, (FIRE SHOW OR WEAPONS NOT ALLOWED). bureau@assemblyline.com, www.assemblyline.com/index.html	2/5/2018

Proposed Vendors Insurance List
Entertainment, Assembly Food

Board Approved	Vendor Name	Insurance Expiration
2/15/17	Theater of All Possibilities - CA history assembly with student participation. Charlie Wallace - 831-429-1936, toapassemblies@gmail.com, www.toap.org	2/28/2018
9/12/17	Mathnasium - Math tutors offering Math Night with Math games. Pratima Murarka - 650-0345 or tracy@mathnasium.com, www.mathnasium.com/tracy	3/13/2018
4/11/17	Games 2 U - Hover Ball game is the only game approved for this vendor. All other games must be pre-approved by District. Vendor offers mobile Video Game Theaters. Video Games must be approved by Dir of Student Services- No violence, sexual content or harming animals etc. Games with solutions must have MSDS. Austin Taylor-(925)262-4222, bayareagames2u@gmail.com, www.g2u.com.	3/14/2018
5/9/17	Ultimate Game Truck - Mobile Game Video Theater. Robin Alef - 925-513-2255, robinalef@me.com, www.ultimategametruck.com. Video Games must be approved by Dir of Student Services-No violence, sexual content or harming animals etc.	3/14/2018
1/24/17	Emergency Food Bank: 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	3/22/2018
1/10/17	American Lives: History Brought to Life - revolutionary women history interpretations story telling program. Darci Tucker, (757) 719-0523, darci@americanlives.net	3/29/18
4/12/11	LMG Attractions - 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.	4/5/2018

Proposed Vendors Insurance List
Entertainment, Assembly Food

Board Approved	Vendor Name	Insurance Expiration
5/28/13	Gallo Center for the Arts , Bullying Prevention Performance, "The Bully Buster Rides Again". Raul Garcia, 338-5020, rgarcia@galloarts.org, www.galloarts.org	4/9/2018
2/10/15	Musson Theatrical - specializes in providing theatrical lighting, sound, scenery, and special effects. Bob Downs - 800-843-2837, bdowns@musson.com, www.musson.com	5/1/2018
2/12/08	Sparkles the Clown , Terry Donaldson - 835-8383, www.sparklesdelight.com	5/2/2018
2/12/08	Ravioli the Clown - Denis Martinez - 835.3535, www.raviolitheclown.com	5/2/2018
2/23/10	All for KIDZ, Inc. Producers of THE NED SHOW-character education program. Customercare@allforkidz.com, www.thenedshow.com1-877-872-9696 x101	5/4/2018
11/14/17	LifeSaver CPR - CPR Services , Chris Peters, (209) 665-4398, www.lifesavercpr.net, LifeSaverCPR@hotmail.com	6/1/2018
6/27/17	Academy of Performing Arts - Dance choreography. Contact Deborah Skinner. (209) 814-8049, apa4fun@comcast.net, www.apaoftracy.com	6/12/2018
6/13/17	Touzinsky's Elite Volleyball - Provides Volleyball Skills Camp. Scott Touzinsky. (562) 221-5912. scottouz@aol.com	6/28/2018
11/8/16	Lifetouch National School Studios - Student photos and photo booths through Lifetouch only. Corena Allen, (916) 526-0406, callen@lifetouch.com. Does not include DJ services.	6/30/2018
9/12/17	Delta Blood Bank/American Red Cross - Blood Drives. Kerry Morris - Office-943-3830, cell: 513-4321, kerry.morris@redcross.org. For liability purposes. Delta Blood Bank must enter Civic Permit.	7/1/2018

**Proposed Vendors Insurance List
Entertainment, Assembly Food**

Board Approved	Vendor Name	Insurance Expiration
4/11/17	Pediatric Dentistry/Orthodontics - Dr. Solomon. (925)447-1377. majrod@icloud.com, Www.livermorekidsdentist.com	7/1/2018
4/23/13	SJ County Child Abuse Prevention Council - "Parent Cafe" - program awareness for protection and safety of our children. Contact Lindy Turner-Hardin or Angela Magee -464-4524, lturner@nochildabuse.org or amagee@nochildabuse.org. "Pinwheels for Prevention" - program awareness for public and computer safety. Contact Amrit Pawar - 851-3468, apawar@nochildabuse.org. Website: www.nochildabuse.org	7/1/2018
3/14/17	Dr. Paul A. Teranishi, DDS, - dental health presentation for students. 835-8408. ptlmdds@yahoo.com, www.ptlmdds.com	7/1/2018
3/8/11	Dr. Andrew Trosien, DDS. Oral Hygiene Instructions. Call Megan or Julie at 833-1240	7/1/2018
2/14/2012	Sound Wave Mobile DJ - David Gomes-510-938-7903, info@soundwavemobiledj.com, www.soundwavemobiledj.com. No pictures of students without parental permission.	7/23/2018
4/23/13	Music Systems, Disc Jockey Services, Omar Rodriguez, 640-1442, omar@music-systems.com, www.music- systems.com. No pictures of students without parental permission slip.	8/18/2018
9/12/17	DM Design Productions - Photo Booths. Danielle Miranda, (209) 207-3182, dmirandadesigns@gmail.com, www.dmdesignproductions.com. Parental permission for each participating student taking photos.	8/29/2018
12/12/17	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.	7/1/2018

Proposed Vendors Insurance List
Entertainment, Assembly Food

Board Approved	Vendor Name	Insurance Expiration
12/12/17	Jackman Enterprises- Funflicks - outdoor inflatable screen for movie night. Paul Jackman-(844) 556-6843, pauljackman@funflicks.com. Www.funflicks.com	10/13/2018
4/2/11	Marquis Entertainment , DJ, lighting, karaoke (209) 951-1982, enmar3@yahoo.com; www.marquisentdjs.com	10/20/2018
9/8/15	Tracy Crime Stoppers - partnership with citizens, media, and the criminal justice system, is to prevent and solve crimes within the Tracy region Marshall Rose - (209) 627-7675	11/3/2018
4/25/16	Delta Sigma Theta Sorority - Girls Empowerment Conference. Tanya Vaughn -(510) 909-4655, Tanya.Vaughn@pro.sccgov.org Dana Cooper - 640-9127, d_goodwill@yahoo.com, www.TracyAreaDeltas.com	12/1/2018
2/11/14	World of Wonders Science Museum (WOW) , Teaches various science topics. Beth Fox - 368-0969, beth@wowsciencemuseum.org, www.sciencemuseum.org. Insurance requires written contract.	12/1/2018
8/12/14	Tracy Chamber of Commerce: "Hire Me First" 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	12/29/2018
1/25/11	Kaiser Permanente - 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". Insurance requires written contract.	1/1/2019
9/12/17	Mobile Ed Productions - 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	1/1/2019

Proposed Vendors Insurance List
Entertainment, Assembly Food

Board Approved	Vendor Name	Insurance Expiration
1/23/18	DJ Glenn Black Jr. - 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	1/4/2019
3/12/13	Entourage Events SF - 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.	1/16/2019
10/11/11	Main Street Music - Ken & Diana Cefalo, kencefalo@yahoo.co, dcefalo@sbcglobal.net,	1/17/2019
10/11/11	Rumors Productions Company - Karaoke, DJ, children parties, live sound & music, live band, line dancing lessons & game show night. Contact Jenna Teyshak or Jon Tyner - 640-8000, jenna@rpcdj.com, www.rpcdj.com. No pictures of students without parental permission.	2/2/2019
10/24/17	City of Stockton - SJ County Library - 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
5/8/12	Dairy Council of CA Mobile Dairy Classroom , Leona Bettencourt, 916-263-3560 x413, ibettencourt@dairycouncilofca.org. Www.dairycouncilofca.org. Must follow Animal Policy Guidelines AR 6163.1	Insurance not required if supervised by certificated employee
12/10/13	SJ Vector Control - Aaron Devencenzi - 982-4675, adevencenzi@sjmosquito.org. Field trip in your classroom. Mosquito and tick presentation.	Insurance not required if supervised by certificated employee
2/15/17	Tracy Public Library - Literacy Parent Education. Stella Beratlis, 937-8221, stella.beratlis@stocktonca.gov	Insurance not required if supervised by certificated employee

Proposed Vendors Insurance List
Entertainment, Assembly Food

Board Approved	Vendor Name	Insurance Expiration
10/9/07	Sandia Labs Joel Lipkan - jlipkin@comcast.net	Insurance not required if supervised by certificated employee

Proposed Vendors Insurance List
Entertainment, Assembly Food

Board Approved	Vendor Name	Insurance Expiration
<p style="text-align: center;">↓APPROVED FOOD VENDORS↓ SORTED BY INSURED NAME AND EXPIRATION DATE</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>		
12/11/2012	Freebirds World Burrito - Ethel Birrell - 835-6000 or 559-392-3251. ebirrell@freebirds.com. www.freebirds.com. TUSD contract is required for this vendor.	3/1/2018
5/9/17	Black Bear Diner - Catering. Tracy@blackbeardiner.com, (209) 835-5600 or (209) 814-0902.	3/19/2018
3/11/2014	Taqueria La Mexicana - Mobile Truck Catering for restaurant on 11th street only. Letty 610-1871, letty25045@hotmail.com	3/21/2018
11/12/12	Menchie's Frozen Yogurt , Adele Boch, 612-5285, adelebloch@yahoo.com, www.menchies.com	6/6/2018
8/11/2015	Kona Ice of Tracy - Shaved Ice drinks. Lisa Duncan, (209) 597-8760, dduncan@kona-ice.com, www.kona-ice.com	7/22/2018
9/12/2017	Blue Moon Kettle Corn - Kettle Corn sales. Nicole Moore - (510) 589-6166 or bluemoonkettle@gmail.com	9/6/18
10/13/15	Pink Turtle Shoppe - Ice Cream & Cookie restaurant. Arabella McCreary - 627-8513, pinkturtleshoppe@gmail.com, www.pinkturtleicecream.com	9/9/2018
10/25/11	Mi Espiranza - Restaurant Catering. Call Omar Mendoza and Candida Ramiriz at 832-3020.	10/15/2018
11/14/17	Smokin Hot Meats N Treats - Food truck - Doug & Rita Westby. (510) 364-5070, smokinhotmeatsntreats@gmail.com, www.smokinhotmeatsntreats.com	11/27/2018

**Proposed Vendors Insurance List
Entertainment, Assembly Food**

Board Approved	Vendor Name	Insurance Expiration
12/8/09	Texas Roadhouse- Ed Ferro, (209) 607-5788, trh_catering@ultrasteak.com or TXRH_Cater@TexasRoadhouse.com. Restaurant direct: 830-1133	12/1/2018
*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 E occupancies in accordance with Appendix Chapter 1, Section 105.6.		
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.		
Remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property. Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and or District fines ranging from \$250–1,000.		



BUSINESS SERVICES MEMORANDUM

TO: Brian Stephens, Superintendent
FROM: Casey Goodall, Assistant Superintendent for Business
DATE: February 1, 2018
SUBJECT: Acknowledge Receipt of Report on Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 75

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

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

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

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

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

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

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

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

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

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

FUNDING: None

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: January 31, 2018
SUBJECT: **Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
FEBRUARY 13, 2018
SUMMARY OF SERVICES

A. Vendor: School Services of California, Inc.
Site: District Education Center
Item: Agreement for Special Services
Services: Consultant will provide a half-day in-service workshop on I-9 procedures.
Cost: \$5,200.00
Project Funding: General Fund/Human Resources

B. Vendor: Document Tracking Services
Sites: District-wide
Item: Licensing Agreement - Ratify
Services: Translations of all District School Accountability Report Cards (SARC's) and the District LCAP, will be posted on the District web sites in order to meet Compliance requirements.
Cost: \$4,680.00
Project Funding: District LCAP Funds

C. Vendor: PQ Bids
Site: District Wide
Item: Agreement
Services: Consultant prequalifies contractors/subcontractors for prime contractor's electrical, mechanical or plumbing work on participating school district projects and qualifies them as CUPCCA vendors.
Cost: 12,500.00 / 1 Year
Project Funding: Unrestricted General Fund/Facilities Funds

D. Vendor: San Joaquin County Office of Education and San Joaquin County Child Abuse Prevention Council, Inc. (Head Start)
Site: North School
Item: License Agreement
Services: License agreement to utilize property adjacent to the First 5 Preschool building in order to install a Head Start program relocatable building. Agreement includes right to use existing playground equipment/play fields.
Cost: \$1.00 per year
Project Funding: Not Applicable



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: January 31, 2018
SUBJECT: Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
MEASURE B BOND
FEBRUARY 13, 2018
SUMMARY OF SERVICES**

A. Vendor: TRK Playground Safety, LLC
Site: Clover School (TLC) Renovation
Item: Proposal - Ratify
Services: Provide playground safety audit for the playground structure installed on campus.
Cost: \$550.00
Project Funding: Measure B Bond Fund, SSBF and Charter School Facilities Program and Prop. 39 Energy Funding

B. Vendor: Clark & Sullivan Construction and Broward Builders, Inc. a Joint Venture
Site: Clover School (TLC) Renovation
Item: Change Order #4 - Ratify
Services: Scope of work documented on the change order summary.
Cost: \$77,061.00 Deduction to contingency allowance previously included in contract.
Project Funding: Measure B Bond Fund, SSBF, Charter School Facilities Program and Prop. 39 Energy Funding

C. Vendor: Clark & Sullivan and Broward Builders Joint Venture
Site: Clover School (TLC) Renovation
Item: Approve Substitution of Subcontractor
Services: District received a formal substitution request from the Lease-Leaseback Contractor due to a contractual impasse between the LLB Contractor and the subcontractor, Sacramento Window Shade Manufacturing Company. Per Public Contract Code 4107, the subcontractor did not object to the substitution request and therefore consents to the substitution.
Cost: No Cost
Project Funding: Measure B and Measure S Bond Fund, SSBF, Charter School Facilities Program and Prop. 39 Energy Funding



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 31, 2018
SUBJECT: **Approve Agreement for Special Contract Services with AccuTrain Corporation to Provide Professional Development on Responsibility Centered Discipline to Teachers, Administrators, and Classified Staff of North, South/West, Jacobson, and West High Schools for the 2017-2018 and 2018-2019 School Years**

BACKGROUND: Discipline data including suspensions and expulsions have become a topic of discussion in education. The discipline dashboard now made public by the Department of Education allows the community to see school discipline data. As a District, there has been a renewed focus on instructional practices and ensuring all students have access to the curriculum. When students are suspended, they are missing opportunities to learn. Students and educators need to be provided with a Roadmap to Responsibility.

Larry Thompson, the founder of Responsibility Centered Discipline, has developed a “Give ‘em five” method of talking to students. His goal is to teach educators how to handle the challenging moments, so that students can receive instruction in class and teachers will not have to carry the baggage of those challenging moments. His goal is to teach educators how to help students take responsibility for their behavior by closing different “exits” or escape routes students might take instead of taking responsibility for their actions.

RATIONALE: Larry Thompson, Angela Thompson, and Eric Clark will work with teachers, administrators, and classified staff from North, South/West Park, Jacobson, and West High schools. On February 24, 2018, they will work with administrators and leadership teams from each of these schools to begin to develop a plan for roll out in the 2018-2019 school year. On August 2, 2018, all teachers and administrators from the four sites will participate in the One Day RCD Basic Training. Each school site will then plan a one-day visit from the consultants in the fall of 2018 for day 2 of the training. This Agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #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 cost for this training and support is not to exceed \$150,000. This cost includes the AccuTrain Corporation training cost of \$29,150 and the cost for staff to attend the training. This will be paid out of Local Control Accountability Plan (LCAP) funds targeted to support Goal 1, Action 31 and Title I funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with AccuTrain Corporation to Provide Professional Development on Responsibility Centered Discipline to Teachers, Administrators, and Classified Staff of North, South/West, Jacobson, and West High Schools for the 2017-2018 and 2018-2019 School Years.

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 AccuTrain Corporation, 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: February 24, 2018: One day Responsibility Centered Discipline Training for 100, leadership team. August 2, 2018: One day Responsibility Centered Discipline Training (Day 1) for four sites, 341 participants.
Four Dates in fall 2018: One day Responsibility Centered Discipline Training (Day 2) at each site, 341 participants total.
North: 65, Jacobson: 58, South/West Park: 80, West High: 138

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 6 (six) () [] HOURS [x] DAYS, under the terms of this agreement at the following location North, Jacobson, SWP, WHS.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$29,150 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$29,150. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
 - c. District shall make payment on a [x] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on 2/24/2018, and shall terminate on 2/24/2019.
5. This agreement may be terminated at any time during the term by either party upon 30 (thirty) 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, Troy Brown, at (209) 830-3200 x 1601 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [x] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature

460998144

IRS Identification Number

AccuTrain Corporation

Title

208 Ash Ave. Suite 103

Address

Virginia Beach, VA 23452

Title

PRESIDENT

Tracy Unified School District

Date

Account Number to be Charged

01-4035-0-1110-2140-5800-800-2744

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 31, 2018
SUBJECT: **Approve Agreement for Special Contract Services with Betsy Caporale of Augmentative Communication Solutions for Independent Educational Evaluation – AT/AAC Assessment**

BACKGROUND: Board approval is requested to contract for an Individual Educational Evaluation – AT (Assistive Technology) and AAC (Augmentative Assisted Communication) Assessment for a Special Education student. The Special Education department would like to contract with Betsy Caporale of Augmentative Communication Solutions from Tracy, for the needed evaluation. Approval is necessary at this time to remain compliant with services on IEP's and parent's right to choose assessor of their choice for Independent Educational Evaluations.

RATIONALE: Districts must offer a continuum of services including, when necessary, Independent Educational Evaluations to students with exceptional 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 assessments, report writing and IEP attendance. The total contract expenses will not exceed \$3,200.00. Special Education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Contract with Betsy Caporale of Augmentative Communication Solutions, for Independent Educational Evaluations - AT/AAC Assessment.

Prepared by: Katharine R. Alaniz, Director of 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 Betsy Caporale, Augmentative Communication Solutions, 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 of TUSD Student. Assessment will include an Assistive Technology (AT) and Augmentative and Assisted Communication (AAC) assessment. Fee includes report, and attendance at an IEP meeting. Provider must provide district with copies of all protocols.

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 Service Provider Location - 793 S. Tracy Blvd. #297, Tracy, CA 95376
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 3200.00 per [] HOUR [] DAY [✓] FLAT RATE, not to exceed a total of \$3200.00. 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- 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 02/14/2018, and shall terminate on 06/30/2018.

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.
7. Contractor shall contact the District's designee, Kathy Alaniz, Sp Ed Dir. 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:

Betsy Caponale 1/23/18
Contractor Signature

IRS Identification Number

Owner, Augmentative
Title communication solutions

Address

293 S. Tracy Blvd. #297
Tracy, CA 95376

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. Brian R. Stephens, Superintendent
From: Dr. Sheila Harrison, Associate Superintendent of Educational Services
Date: January 19, 2018
Subject: **Approve Overnight Travel for Twenty-Four West High Students and Two Advisors to participate in the California Highway Patrol's Every 15 Minutes Program on February 15-16, 2018**

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

RATIONALE: Approximately 24 students exhibiting leadership skills have been selected to participate in this event. During the event, every 15 minutes, one student will be escorted out of class by the "grim reaper" and sequestered on campus. Several students will also participate in a simulated traffic collision at West High School.

After school, the students and one staff member from West High, along with chaperones from the California Highway Patrol will accompany students to the Holiday Inn. There, they will participate in counseling and seminars about their experiences. The students and staff will be transported by bus from school to the hotel and return the following day for an assembly. This activity meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or 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 entire cost for set up, drama presentation, meals, supervision, accommodations and miscellaneous items will be paid by the California Highway Patrol State Grant, specifically for this purpose, and the West High ASB funds. The cost to ASB is estimated at \$3,000; this includes substitute coverage if needed. No district expenditure.

RECOMMENDATION: Approve Overnight Travel for Twenty-Four West High Students and Two Advisors to participate in the California Highway Patrol's Every 15 Minutes Program on February 15-16, 2018.

Prepared by: Zachary Boswell, Principal, Merrill F. West High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: February 2, 2018
SUBJECT: **Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt: International Center for Leadership in Education (ICLE) to Provide Professional Development for District Administrators, Site Administrators and Teachers for the 2018-2019 School Year**

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

RATIONALE: The International Center for Leadership in Education (ICLE) of Houghton Mifflin Harcourt partnered with the District to provide staff development beginning in 2014 with the Rigorous Curriculum Design (RCD) process. During the 2017-2018 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, this contract will be tailored to support our continued implementation of the California Standards through a series of courses and coaching to fit our leadership needs, as well as the context of the District. The implementation process is supported by an online tool, accessible by both Administrators and ICLE Leadership Consultants, where school-specific data is collected, goals are set, and progress is monitored to continue to build effective instructional leaders, capable of unlocking the instructional power of each teacher and, in turn, the learning potential of all students. This contract with ICLE will be the District's second year of a planned three year implementation of this work in order to improve student outcomes and achievement.

The staff development training includes the following components: seven days of administrator training in creating a site culture for the rigorous learning and building capacity for the Rigor/Relevance Framework with one day to include site leadership teams; nine on-site coaching days differentiated to support the individual needs of the sites in developing the *what, why, and how* of rigorous instruction; including at each site building teacher understanding and capacity for designing rigorous instruction and understanding how it changes the teachers role with hands-on strategies to implement in the classroom, for a total of 163 days. The contract also includes complimentary registrations for five participants from the District to attend the Annual Model Schools Conference in June 2018 valued at \$3,350.

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

FUNDING: The total cost for the staff development training is \$529,750.00 and will be paid by District Title I funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt: International Center for Leadership in Education (ICLE) to Provide Professional Development for District Administrators, Site Administrators and Teachers for the 2018-2019 School Year.

Prepared by: Dr. Sheila Harrison, Associate Superintendent of Educational 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 International Center for Leadership in Education, Inc., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide Professional Development Development for District Administrators, Site Administrators and Teachers in the Rigor/Relevance Framework for the California Content Standards for the 2018-2019 school year in the Tracy Unified School District.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 163 () [] HOURS [✓] DAYS, under the terms of this agreement at the following location TUSD District office and School Sites.

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

- a. District shall pay \$ 529,750.00 per [] HOUR [] DAY [✓] FLAT RATE, not to exceed a total of \$ 529,750.00. 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 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, 2018, and shall terminate on June 30, 2019.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Dr. Sheila Harrison, at () 209 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide 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. *NA*
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:

N. W. Yehon

Contractor Signature Title

IRS Identification Number
Director, Business Desk

Title
125 High Street

Address
Boston, MA 02110

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Leadership for Rigorous Learning

Building a Culture to Support Instructional Excellence

Proposed Comprehensive Scope of Work for

Tracy Unified School District

What ICLE Heard

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

How ICLE Can Help

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

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

Our Recommended Strategy

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

PHASE 2: DEEPENING THE SKILLS

- District Services:
 - Component 1: Leadership and Strategic Planning
 - Component 2: Deepening Leadership for Rigorous Learning: 6 total days
 - Component 3: 26th Annual Model Schools Conference
- School Site Services:
 - Component 4: Deepening Rigorous Instruction and Coaching: 187 Total Days

Implementation Flexibility and Ongoing Progress Monitoring

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

PHASE 2: DEEPENING THE SKILLS

A common understanding of the Rigor/Relevance Framework and a system-wide approach to rigor, relevance and relationships provides leadership teams with the skills required to implement a collaborative approach to teacher support. The purpose of Year 2 is to deepen leadership skills in the area of organizational and instructional leadership. Leadership courses and coaching modules will focus on providing effective feedback to teachers, building leadership capacity, and using classroom data in a meaningful way.

➤ Component 1: Leadership and Strategic Planning

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

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

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

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

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

Deepening Leadership for Rigorous Learning Skills

Skill 1: Supporting Teachers to Increase Student Learning

Skill 2: Collaborating to Increase the Relevance of Learning

Skill 3: Communicating Effectively to Increase Learner Engagement

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

Skill 1: Supporting Teachers to Increase Student Learning

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

Learning Outcomes:

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

Skill 2: Collaborating to Increase the Rigor of Student Learning

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



Learning Outcomes:

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

Skill 3: Communicating Effectively to Increase Relevance and Learner Engagement

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

Learning Outcomes:

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

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

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

Learning Outcomes:

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

JOB-EMBEDDED LEADERSHIP COACHING:

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

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



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

- **Pre-visit Meeting:** During the pre-visit meeting, the ICLE coach and leader sit down with the teacher to discuss the standards-aligned lesson that will be observed during the classroom visit. Using the pre-observation form submitted by the teacher, the leader facilitates a collaborative conversation to build understanding, clarify expectations, establish the focus for the classroom visit, and review the criteria in the rubrics that will be used during the visit.
- **Classroom Visit:** During the visit, the ICLE coach and leader observe classroom instruction. Guided by the online tool, the leader identifies and documents evidence of rigor, relevance, and engagement (see image below) in student learning which will inform the observation report and debrief discussion. During the classroom visit, the coach and leader observe student learning 80% of the time, instructional design 20% of the time.

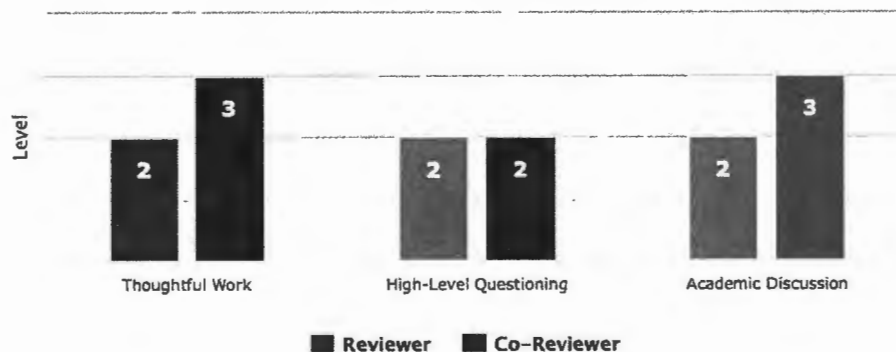
		INSTRUCTIONAL STRATEGIES		GENERAL NOTES	
		Rigor		Relevance	
		Thoughtful Work		High-Level Questioning	
		Engagement		Academic Discussion	
		1 - Beginning	2 - Emerging	3 - Developed	4 - Well Developed
Student Learning	Students demonstrate their learning by completing recall and recall tests. Most tasks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

Clear Selection

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

Data Collection and Progress Monitoring

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



Potential Coaching Modules

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

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

➤ Component 3: 26th Annual Model Schools Conference

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

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

This event includes:

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

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

This event takes place June 24 – 27, 2018 in Orlando, Florida

➤ Component 4: Rigorous Instruction : Deepening Skills and Coaching

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

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

Rigorous Instruction: Deepening Skills

Skill 1: Building Positive Relationships

Skill 2: Designing Quad D Lessons

Skill 1: Building Positive Relationships

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

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

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

Skill 2: Designing Quad D Lessons

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

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

- Implement effective instructional strategies to raise rigor and relevance
- Describe the elements of an effective lesson

- Recognize and evaluate with justification the level of rigor and relevance present in a model lesson
- Utilize tools to help construct rigorous and relevant lessons

JOB-EMBEDDED INSTRUCTIONAL COACHING

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

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

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



Contact Us:

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Director of Professional Learning
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International Center for Leadership in Education

A division of Houghton Mifflin Harcourt
5680 Greenwood Plaza Blvd, Suite 550
Greenwood Village, CO 80111
www.leadered.com

Investment Summary: 2018 – 2019 School Year

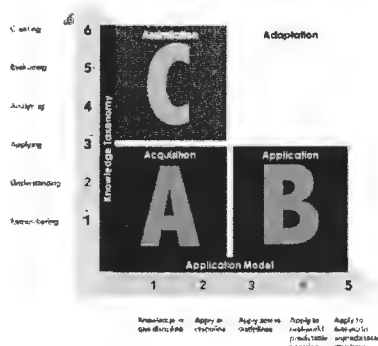
163 Total Days 10 Days for District and Site Leadership 153 Days for Individual School Sites (teachers and leaders)	Investment
Component 1: Leadership and Strategic Planning: (Days vary by option below) <i>Full-day, on-site sessions with District and Site Leadership of Tracy USD on July 26 and 27, 2018. All learning and coaching sessions will be personalized to meet the needs of the participant group.</i> <ul style="list-style-type: none"> - Option 3: (4 total days) <ul style="list-style-type: none"> o All 4 consultants on 1 day, either July 26 or 27 	<p style="text-align: center;">\$13,000*</p>
Component 2: Deepening Leadership for Rigorous Learning (6 total days) <i>Full-day, on-site sessions with District and Site Leadership of Tracy USD during the district's Leadership Academy. All learning and coaching sessions will be personalized to meet the needs of the participant group. Please refer above for session skills.</i> <ul style="list-style-type: none"> - Facilitated by ICLE Consultants 	<p style="text-align: center;">\$19,500*</p>
Component 3: 26th Annual Model Schools Conference Complimentary registrations for 5 participants from Tracy USD (Valued at \$670 per person)	<p style="text-align: center;">Free of Charge* (\$3,350 Value)</p>
Component 4: Deepening Rigorous Instruction and Coaching (153 total days) <i>Full-day, on-site sessions with site administration, instructional coaches, and teachers of 17 school sites. Please refer above for sessions skills.</i> <ul style="list-style-type: none"> - 9 coaching days per each of 17 schools 	<p style="text-align: center;">\$497,250*</p>
Total (All inclusive) - *Price inclusive of special quantity and "preferred client" discounts	<p style="text-align: center;"> (\$630,900.00) \$529,750.00* </p>



APPENDIX

➤ ICLE's Approach to Rigorous Learning

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





EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
February 1, 2018
SUBJECT: **Approve Agreement for Special Contract Services with Kandace Forrester for an Independent Educational Evaluation/Psycho-Educational Assessment**

BACKGROUND: Board approval is requested to contract for an Individual Educational Evaluation/Psych-educational Assessment for a Special Education student. The Special Education department would like to contract with Kandace Forrester, a School Psychologist and Independent Contractor from Sacramento, for the needed evaluation. Approval is necessary at this time to remain compliant with services on IEP's and parent's right to choose assessor of their choice for Independent Educational Evaluations.

RATIONALE: Districts must offer a continuum of services including, when necessary, Independent Educational Evaluations to students with exceptional 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 assessments, report writing and IEP attendance. The total contract expenses will not exceed \$7,000.00. Special Education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with Kandace Forrester for an Independent Educational Evaluation/Psycho-Educational Assessment

Prepared by: Katharine R. Alaniz, Director of 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 Kandace Forrester, School Psychologist/Independent Contractor, 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 of TUSD Student.
Assessment will include cognitive testing, academic testing, social/emotional/behavioral (including FBA - Functional Behavior
Assessment), adaptive behavior, and ERMHS (Educationally Related Mental Health Services). Fee includes report, and
attendance at an IEP meeting. Provider must also provide district with copies of all protocols.

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 1 HOURS 1 DAYS, under the terms of this agreement at the following location Service Provider Location - 171 Vista Cove Circle, Sacramento, CA 95835
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 7000.00 per 1 HOUR 1 DAY ☒ FLAT RATE, not to exceed a total of \$ 7000.00. 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- 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 02/14/2018, and shall terminate on 06/30/2018.
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.
7. Contractor shall contact the District's designee, Kathy Alaniz, Sp Ed Dir., 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:

K. Cornejo Owner
Contractor Signature Title

IRS Identification Number _____

Title _____
171 Vista Cove Cir
Address _____
Sacramento, CA 95835

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 30, 2018
SUBJECT: Approve Agreement for Special Contract Services for Knights Life Sword Fighting Academy to Provide Professional Development Training to Visual and Performing Arts Teachers at the March 2, 2018 Staff Development Buy-back Day

BACKGROUND: Tracy Unified School District's high school Visual and Performing Arts programs offer an enriched curriculum, preparing students for further study at post-secondary institutions and entry-level career options in the arts and entertainment industry. The Knights Life Sword Fighting Academy will provide one day of professional development training to Visual and Performing Arts teachers at the March 2, 2018 Staff Development Buy-back Day. This five-hour training will develop skills in team building, as well as curriculum planning, coordination, and execution.

RATIONALE: During the training, Knights Life Sword Fighting Academy will build the skills of arts teachers, studying the coordination of complex and advanced staging techniques, specifically including combat theater. This Knights Life Sword Fighting Academy is a locally owned business in Tracy, California that has all the tools, resources, and expertise in sword fighting, and archery. Their martial arts training gym offers expert training with more than fifteen years of industry experience in proven and effective techniques that help develop and hone skills quickly and effectively.

FUNDING: Total cost for this five-hour leadership and combat arts training is \$489.00. The cost for this training will be paid from Staff Development Budget.

RECOMMENDATION: Approve Agreement for Special Contract Services with Knights Life Sword Fighting Academy to Provide Professional Development for Visual and Performing Arts Teachers at the March 2, 2018 District Buy-back Day.

Prepared by: Melissa Beattie, Director of Staff Development

TRACY UNIFIED SCHOOL DISTRICT
1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: 1 Day of Professional Development training for Visual and Performing Arts teachers at the March 2, 2018 Buy-Back-Day.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 () | HOURS | ☒ DAYS, under the terms of this agreement at the following location Tracy High School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 489.00 per | HOUR | DAY | ☒ FLAT RATE, not to exceed a total of \$ 489.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District | | SHALL | ☒ | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
 - c. District shall make payment on a | | MONTHLY PROGRESS BASIS | ☒ | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on March 1, 2018, and shall terminate on April 1, 2018.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Melissa Beattie, at ((209) 830-3232 EXT) 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:

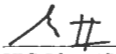
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm 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
	Head Instructor
IRS Identification Number	
Title	
Knight Life, LLC	
Address	
1005 E. Pescadaro Ave	
Tracy, CA 65376	

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 31, 2018
SUBJECT: **Approve Out of State Travel for Seven Jacobson Elementary School Teachers to Attend the Professional Learning Community (PLC) at Work Institute in Las Vegas, NV on June 6-8, 2018**

BACKGROUND: The Professional Learning Community (PLC) at Work Institute, a division of Solution Tree, uses the PLC process to take a closer look at student progress monitoring and intervention. The PLC at Work focuses on using team structures and putting the focus on learning, collaboration, and results. By implementing proven RTI strategies and processes, Jacobson can begin providing timely, targeted, systematic interventions to every student who demonstrates the need through PLC. Goals for the conference include helping teachers define essential learnings and deliver differentiated instruction, create a toolbox of effective response to intervention strategies, identify students for intervention, determine their unique needs, monitor student progress and revise interventions or extend learning based on progress.

RATIONALE: With over two thirds of Jacobson students scoring below proficient on SBAC testing, it is clear that Jacobson needs effective interventions for at risk students. Response to Intervention (RTI) is a way to help students at the first sign of difficulty. RTI supports academic, behavioral and community needs through systems of data analysis, problem solving, instruction and intervention. RTI supports Jacobson Elementary School's Single Plan for Student Achievement Goals; which are Goal 1: Tier 2 Additional Support for At Risk Students Not Making Progress and Goal 1: Tier 3 Intensive Support. This agenda item supports District Strategic Goal #2: Hire, support, develop, train and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social and emotional potential.

FUNDING: Lodging, transportation, registration, rental car, and food costs will not exceed \$15,000. These costs will be paid from District Title I Carry Over Funds.

RECOMMENDATION: Approve Out of State Travel for Seven Jacobson Elementary School Teachers to Attend the Professional Learning Community (PLC) at Work Institute in Las Vegas, NV on June 6-8, 2018

Prepared by: Tania Salinas, Principal, Jacobson Elementary School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: February 13, 2018
SUBJECT: **Approve Out of State Travel for Two South/West Park Administrators and Six Teachers to Attend the Professional Learning Communities (PLC) at Work Institute in Las Vegas, Nevada on June 6-8, 2018**

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

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

FUNDING: Total cost for the three-day institute will not exceed \$14,500 for two administrators and six teachers. This training cost will be paid from Title 1 Carryover funds.

RECOMMENDATION: Approve Out of State Travel for Two South/West Park Administrators and Six Teachers to Attend the Professional Learning Communities (PLC) at Work Institute in Las Vegas, Nevada on June 6-8, 2018.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: February 13, 2018
SUBJECT: **Approve Revised Title 1 School Plans for the Remainder of the 2017-2018 School Year**

BACKGROUND: The Title 1 School Plans and Budgets were approved at the November 14, 2017 Board Meeting. At the time of approval, not all funds had been allocated. Funds were not allocated fully in anticipation of the new Every Student Succeeds Act, in which LEAs are no longer required to budget 20% for School Choice, under the past No Child Left Behind authorization. As of today's date, all funds have been fully allocated to Title 1 school sites.

RATIONALE: Given the change in Every Student Succeeds Act Authorization, Title 1 Schools held School Site Council meetings in January of 2018 and unanimously approved the revised distribution of funds for all remaining Title 1 Funds. Funding expenditures may be located in each Title 1 School Updated Site Plan Budget. This Agenda supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure to a safe learning environment that supports staff and student goals.

FUNDING: There is no additional cost for this revision.

RECOMMENDATION: Approve Revised Title 1 School Plan Budgets for the Remainder of the 2017-2018 School Year.

Prepared by: Julianna Stocking, Director of Alternative Programs



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 19, 2018
SUBJECT: Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending January 15, 2018

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 October 15, 2017 – January 15, 2018 reporting period.

RATIONALE: The quarterly report for the period of October 15, 2017 through January 15, 2018 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 District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; and District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: no cost

RECOMMENDATION: Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending January 15, 2018.

Prepared by: Dr. Carol Anderson-Woo, Director of Curriculum, Accountability and Continuous Improvement

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: Carol Anderson-Woo Title: Director of Accountability

Quarterly Report Submission Date: ☒ January 15, 2018
(check one) ☐ April 15, 2018
☐ July 15, 2018
☐ October 15, 2018

Date for information to be reported publicly at governing board meeting: Feb. 13, 2018

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			
Teacher Vacancy or Misassignment			
Facilities Conditions			
TOTALS			

Dr. Brian Stephens
Print Name of District Superintendent

Signature of District Superintendent

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 18, 2018
SUBJECT: **Approve Agreement for Special Contract Services with San Joaquin Pride Center, Inc. to Provide Professional Development in Cultural Awareness & Diversity Training To Teachers, Administrators, and Classified Staff of Kimball, Tracy, and West High Schools for the 2017-2018 School Year**

BACKGROUND: Tracy Unified School District (TUSD) Local Control and Accountability Plan (LCAP) survey data showed that members of the subgroup Lesbian Gay Bisexual Transgender Queer or Questioning (LGBTQ) were lower in the climate and safety numbers than other subgroups. Climate survey was at 50% and school safety at 66%. Both of these numbers were lower than the other subgroups. Dr. Stephens has since met with Gay Straight Alliance (GSA) clubs at each high school to begin addressing this issue. Dr. Stephens and the Director of Student Services met with the San Joaquin Pride Center to discuss the possibility of providing staff at the high schools with professional development.

Executive Director, Nicholas Hatten and Lead Outreach Director, Ernesto Meza have developed a plan to support the school district in its efforts to bring LGBT+ awareness to TUSD. The Pride Center will provide Cultural Awareness & Diversity Training programs, as well as various workshops and brainstorming sessions to assist the District with increasing acceptance and school climate for LGBT+ students.

RATIONALE: Ernesto Meza will work with Kimball High, Tracy High, and West High School staff members to increase Cultural Awareness & Diversity Training. Professional development at each site will include a 45-minute staff meeting for all staff; which will be followed by workshops and trainings for a smaller task force, during the second semester of the 2017-2018 school year. This Agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #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 cost for this training and support is not to exceed \$5,400 and will be paid out of Local Control Accountability Plan (LCAP) funds targeted to support Goal 1, Action 31 and Title I funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with San Joaquin Pride Center, Inc. to Provide Professional Development in Cultural Awareness & Diversity Training to Teachers, Administrators, and Classified Staff of Kimball, Tracy, and West High Schools for the 2017-2018 School Year.

Prepared by: Troy Brown, Director of Student Services and Curriculum

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin PRIDE Center, 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 Cultural Awareness & Diversity Training at all three high schools including workshops, assist in creating a task force at each site, as well as holding a year end meeting with each site.

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 36 () [x] HOURS [] DAYS, under the terms of this agreement at the following location TUSD - DEC.

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

- a. District shall pay \$ 150 per [x] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 5,400. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [x] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on February 14, 2018, and shall terminate on June 30, 2018.

5. This agreement may be terminated at any time during the term by either party upon 30 (thirty) 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, Troy Brown, at (209) 830-3200 x 1601 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:

<div><div><div></div><div>Contractor Signature</div></div><div><div>Executive Director</div><div>Title</div></div></div> <div><div>IRS Identification Number</div><div>Nicholas Hatten</div></div> <div><div>Title</div><div>115 N Sutter St., Second Floor</div></div> <div><div>Address</div><div>Stockton, Ca 95202</div></div>	<div><div>Tracy Unified School District</div></div> <div><div>Date</div></div> <div><div>Account Number to be Charged</div><div>01-4035-0-1110-2140-5800-800-2744</div></div> <div><div>Department/Site Approval</div></div> <div><div>Budget Approval</div></div> <div><div>Date Approved by the Board</div></div>
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SAN JOAQUIN PRIDE CENTER PROPOSAL

2017-2018 School Year

OVERVIEW

1. Project Background and Description

On November 28th, 2017, San Joaquin Pride Center (SJPC) Executive Director, Nicholas Hatten and Lead Outreach Director, Ernesto Meza met with Tracy Unified School District Superintendent, Brian Stephens and Director of Student Services and Curriculum Troy Brown. During the meeting the four discussed the results the school district's Healthy Kids Survey. Specifically, the opportunity to improve conditions for their LGBT+ students.

To support the school district in their efforts, SJPC proposes presenting its Cultural Awareness & Diversity Training program and various workshops and brainstorming sessions that will help Tracy Unified increase acceptance and school climate for their LGBT+ students.

Cultural Awareness & Diversity Training

As science and our society better understands the quick and ever-changing language behind gender identity and sexuality, learn from our communities' premier experts on the issue. From better understanding being transgender, gender dysphoria, being gender nonconforming and the societal challenges that come with being a member of the LGBT+ population, this training will help you better serve our LGBT+ students. Fun, informative and always respectful of other's values, this is a not to be missed class.

2. Project Scope

Provide tools and resources to the various staff at Tracy Unified School District so that they can support and inspire the LGBT+ students within Tracy Unified and make them feel comfortable and empowered in their learning environment.

3. Expected Changes

Working with the San Joaquin Pride Center, we hope to assist Tracy Unified School District in achieving the following goals:

- Staff will gain a stronger understanding of the unique challenges that each letter of the LGBTQIAAPD+ acronym experience and how to best serve those challenges as it pertains to their education.
- Brainstorm ideas on creating unique opportunities to celebrate diversity (not LGBT+ specific)
- Understand the importance of engaging homophobic behavior in non-judgmental ways so that LGBT+ youth feel they are an equitable presence on campus.

4. Deliverables

San Joaquin Pride Center will achieve these goals by providing the following services:

- SJPC Staff will provide **1 30-45-minute Cultural Awareness & Diversity Training** to faculty of all three high schools within Tracy Unified School District. This training will consist of no more than 100 individuals and will cover basic understandings of the LGBT+ umbrella, general tools that individuals can take to be more supportive of LGBT+ students, understanding the law and a brainstorm session around diversity opportunities on campus.
- SJPC will provide three workshops at three of the high schools where a deeper discussion and brainstorming sessions will be conducted with documented recommendations. Participants of these workshops will be encouraged to create a school task force team that will create specific action item recommendations for their schools to be presented to school principal for consideration.
- SJPC will make available 3 additional Cultural Awareness & Diversity Trainings for each high school in the district to be scheduled at the discretion of the school's principal. Consideration for attendance will be based on feedback from the workshops.
- A year end meeting with participants of each school's task force and school district representatives to review successes and discuss future needs for the new school year to come.

5. Affected Parties

- Students
- Faculty
- Classified Staff
- School Admin
- Community

6. Impact

Highly rejected young people were:

- More than 8 times as likely to have attempted suicide
- Nearly 6 times as likely to report high levels of depression
- More than 3 times as likely to use illegal drugs
- More than 3 times as likely to be at high risk for HIV and sexually transmitted diseases compared with gay and transgender young adults who are not at all or only rejected a little by their parents and caregivers- because of their gay or transgender identity.

(Taken from Supportive Families, Healthy Children, Caitlin Ryan, PHD 2009)

7. Proposal- \$5,400

San Joaquin Pride Center expects to spend four hours of prep time for each presentation, two hours of documentation time following each presentation and two hours prep for the workshops and two hours follow up documentation of workshops. SJPC expects to spend a total of 36 hours on this assignment (not including travel time or mileage cost which are worked into our per hour rate). SJPC's fees for service is \$150 per hour.

San Joaquin Pride Center thanks Tracy Unified School District for this opportunity to work with them in support of the LGBT+ youth that attend your schools. Please don't hesitate to reach out to our Pride Center's Director, Nicholas Hatten, at (209) 406-6133 should you have any questions or request any changes to this proposal.

APPROVAL AND AUTHORITY TO PROCEED

We approve the project as described above, and authorize the team to proceed.

Name	Title	Date

Approved By

Date

Approved By

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: February 2, 2018
SUBJECT: **Approve Agreement for Special Contract Services with Wayne Stevenson for Independent Educational Evaluation/Occupational Therapy Assessment**

BACKGROUND: Board approval is requested to contract for an Individual Educational Evaluation/Occupational Therapy Assessment for a Special Education student. The Special Education department would like to contract with Wayne Stevenson, an Occupational Therapist and Independent Contractor from Modesto, for the needed evaluation. Approval is necessary at this time to remain compliant with services on IEP's and parent's right to choose an assessor of their choice for Independent Educational Evaluations.

RATIONALE: Districts must offer a continuum of services including, when necessary, Independent Educational Evaluations to students with exceptional 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 assessments, report writing and IEP attendance. The total contract expenses will not exceed \$1,000.00. Special Education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with Wayne Stevenson for Independent Educational Evaluation/Occupational Therapy Assessment.

Prepared by: Katharine R. Alaniz, Director of 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 Wayne Stevenson (Occupational Therapist), 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 of TUSD student. Assessment will include occupational therapy assessments. Fee includes report, and attendance at an IEP meeting. Provide must also provide district with copies of all protocols.

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 Service Provider Location-214 Elmwood Avenue, Modesto, CA 95354-0532
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 1,000.00 per ☐ HOUR ☐ DAY ☒ FLAT RATE, not to exceed a total of \$ 1,000.00. 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 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 02/14/2018, and shall terminate on 06/30/2018.
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.
7. Contractor shall contact the District's designee, Kathy Alaniz, Sp. Ed Dir., 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:

Wayne Strimmer Occupational Therapist
Contractor Signature Title

IRS Identification Number

Occupational Therapist
Title

214 Elmwood Ave
Address

Modesto, Ca. 95354

Tracy Unified School District

Date

Account Number to be Charged

Department/State Approval

Budget Approval

Date Approved by the Board



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: January 30, 2018
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

MANAGEMENT RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Bretz, Paul Assistant Principal, High School	THS	06/30/18	Personal
Brown, Kamara Counselor	THS	06/30/18	To accept Head Counselor Position at THS
Smith, Paulette Assistant Principal, K-8	Villa/ Jacobson	06/30/18	Personal

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Dawson, Ashley 2 nd Grade	FES	06/30/18	Personal
Ising Ligon, Kristin SDC (6-8)	WMS	02/02/18	Personal

BACKGROUND:**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Baker, Isaac Groundskeeper I	KHS	1/31/18	Personal
Germolus, Sharon School Supervision Assistant	JES	1/15/18	Accepted School Supervision Asst. position at JES with additional hours
Jauregui, Aida Assistant to the Director of Special Ed	Special Ed Dept.	2/20/18	Personal
Musso, Anna Special Ed Para Educator I	MES	2/2/18	Accepted Para Educator for Therapeutic Behavior position
Zamora, Sonia Food Service Worker	SWP	1/19/18	Accepted Food Service Worker position with additional hours

BACKGROUND:**CLASSIFIED RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Dewitt, John Bus Driver/Custodian/ Groundskeeper	MOT	4/1/18

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

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: January 30, 2018
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Taylor, Phyllis

CERTIFICATED

SDC 6-8 (Replacement)
Williams Middle School
Class IV, Step 15, "B" \$30,676.06
Funding: Restricted Funds

BACKGROUND:

Brown, Kamara

MANAGEMENT / CLASSIFIED CONFIDENTIAL

Head Counselor (Replacement)
Tracy High School
Class 11, Step D – LMP, \$89,896.08
Funding: General Fund

BACKGROUND:

Germolus, Sharon

CLASSIFIED

School Supervision Assistant (Replacement)
Jacobson
Range 21, Step A - \$13.39
2 hours per day
Funding: General Fund

Hearn, Kim

Food Service Worker (Replacement)
West High
Range 22, Step C - \$15.02 per hour
3 hours per day
Funding: Child Nutrition – School Program

Musso, Anna

Para educator for Therapeutic Behavior
(New)
District Wide
Range 31, Step A - \$16.88
6.5 hours per day
Funding: Special Ed – Mental Health

Zamora, Sonia

Food Service Worker (Replacement)
South West Park
Range 22, Step E - \$16.47
2.5 hours per day
Funding: Child Nutrition – School Program

BACKGROUND:

Bonin, Robert

COACHES

Asst. Track Coach
Tracy High School
Stipend: \$4,465.00

Corbett, Jonathan

50% Interim Asst. Wrestling
West High School
Stipend: \$1,859.58

Sandoval, Nico

Asst. Freshman Football
West High School
Stipend: \$4,465.00

Taylay, Lauraine

50% Asst. Track Coach
Kimball High School
Stipend: \$2,232.50

Wichman, Steven

Athletic Director
West High School
Annual Stipend - \$7,438.30

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: January 24, 2018
SUBJ: **Approve the Instructional Calendars for 2018-19, 2019-20, and 2020-21. Approve the Classified and Certificated Calendars listings for the 2018-19 School Year**

BACKGROUND: Attached are the Instructional Calendars for 2018-19, 2019-20, and 2020-21 school years that have been prepared by the District and reviewed by the TEA and CSEA bargaining units. Also attached are the calendar listings for both Classified and Certificated for the 2018-19 school year.



RECOMMENDATION: Approve the Instructional Calendars for the 2018-19, 2019-20, and 2020-21. Approve the Classified and Certificated calendars listings for the 2018-19 School Year.

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

2018-2019 Calendar


E. Jalique 1/17/18
J. Nott 1/17/2018

July 2018 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 0	August 2018 S M T W T F S 5 E6 7 8 9 10 11 12 E13 14 15 16 17 18 19 E20 21 22 23 24 25 26 E27 28 29 30 31 20	September 2018 S M T W T F S 2 3 4 5 6 7 8 9 E10 11 12 13 14 15 16 E17 18 19 20 21 22 23 E24 25 26 27 28 29 30 19	October 2018 S M T W T F S 7 E8 9 10 11 M12 13 14 E15 16 17 18 19 20 21 22 M23 M24 M25 26 27 22 28 E29 30 31 61
November 2018 S M T W T F S 4 E5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 E26 27 28 29 30 16	December 2018 S M T W T F S 2 E3 4 5 6 7 8 9 E10 11 12 13 14 15 16 E17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 14	January 2019 S M T W T F S 6 E7 8 9 10 11 12 13 E14 15 16 17 18 19 20 21 22 23 24 25 26 27 E28 29 30 31 17	February 2019 S M T W T F S 3 E4 5 6 7 M8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 E25 26 27 28 18
March 2019 S M T W T F S 3 E4 5 6 7 M8 9 10 E11 12 13 14 15 16 17 E18 19 20 21 22 23 24 E25 26 27 28 29 30 20 31	April 2019 S M T W T F S 7 E8 9 10 11 12 13 14 E15 16 17 18 19 20 21 22 23 24 25 26 27 28 E29 30 16	May 2019 S M T W T F S 5 E6 7 8 9 10 11 12 E13 14 15 16 M17 18 19 E20 21 22 M23 M24 25 26 27 28 29 30 31 18	June 2019 S M T W T F S 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 0 30


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


 Student Attendance Days
 Early Release Monday

 P/T Conference (no students)

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

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

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

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

 Teacher Pre-Service Days (no students)

 First & Last Days of School

61

65

54

180

2019-2020 Calendar

11 Jolique 1/17/18
JNelt 1/17/2018

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

August 2019						
S	M	T	W	T	F	S
						3
4		6	7	8	9	10
11	E12	13	14	15	16	17
18	E19	20	21	22	23	24
25	E26	27	28	29	30	31

September 2019						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	E9	10	11	12	13	14
15	E16	17	18	19	20	21
22	E23	24	25	26	27	28
29	E30					

October 2019						
S	M	T	W	T	F	S
		1	2	3	4	5
6	E7	8	9	10	M11	12
13	E14	15	16	17	18	19
20		22	M23	M24	M25	26
27	E28	29	30	31		

November 2019						
S	M	T	W	T	F	S
					1	2
3	E4	5	6	7	8	9
10	11	12	13	14	15	16
17	E18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019						
S	M	T	W	T	F	S
1	E2	3	4	5	6	7
8	E9	10	11	12	13	14
15	E16	17	M18	M19	M20	21
22	23	24	25	26	27	28
29	30	31				

January 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	E6	7	8	9	10	11
12	E13	14	15	16	17	18
19	20	21	22	23		25
26	E27	28	29	30	31	

February 2020						
S	M	T	W	T	F	S
						1
2	E3	4	5	6	M7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	E24	25	26	27	28	29

March 2020						
S	M	T	W	T	F	S
1	E2	3	4	5	6	7
8	E9	10	11	12	M13	14
15	E16	17	18	19	20	21
22	E23	24	25	26	27	28
29	E30	31				

April 2020						
S	M	T	W	T	F	S
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May 2020						
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June 2020						
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28	29	30				

 Holidays

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

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

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

 Student Attendance Days

 E

Early Release Monday

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

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

 P/T Conference (no students)

 Teacher Pre-Service Days (no students)

 First & Last Days of School

1/10/2018

2020-2021 TUSD Calendar

11/17/18
gRett 1/17/18

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Holidays

Minimum Day, all grades, K-12
(All Schools)M-1 Minimum Day, grades K-5 & K-8
(Bohn, Central, Freiler, Hirsch, Jacobson, Kelly, McKinley, North
Poet, South/West Park, Villalobos)M-2 Minimum Day, grades K-5, K-8 & 6-8
(M-1 schools plus Monte Vista and Williams)

Student Attendance Days



Early Release Monday

M-3 Minimum Day, grades 6-12
(Monte Vista, Williams, Tracy, West, Stein, Kimball)M-4 Minimum Day, grades 9-12, only
(Tracy, West, Stein, Kimball)

P/T Conference (no students)



Teacher PreService Days (no students)



First and Last Days of School

180

58

65

57

Tracy Unified School District
Classified Calendar for 2018-19

Approved Board of Trustees:

Month	Dates	Work Days 12-Mo	Work Days 10-Mo	Holidays
July	2-6	4	0	Wed, July 4th - Independence Day Holiday
July	9-13	5	0	
July	16-20	5	0	
July	23-27	5	0	
July - Aug	30-3	5	1	Fri, Aug. 3rd - 1st day for 10-month traditional staff
Aug	6-10	5	5	Mon, Aug 6th - 1st Day of School
Aug	13-17	5	5	
Aug	20-24	5	5	Mon. August 20th - District Welcome Back Program - 2 pm
Aug	27-31	5	5	
Sept	3-7	4	4	Mon, Sept 3rd - Labor Day
Sept	10-14	5	5	
Sept	17-21	5	5	
Sept	24-28	5	5	
Oct	1-5	5	5	
Oct	8-12	5	5	
Oct	15-19	5	5	
Oct	22-26	5	4	Mon, Oct 22nd - Non work day for 10 mo. Employees (no pay)
Oct - Nov	29-2	5	5	
Nov	5-9	5	5	
Nov	12-16	4	4	Mon, Nov 12th - Vet. Day
Nov	19-23	3	0	Nov 19th- 23rd, Non Work Day for 10-mo. Employees (no pay) Th-Fri, Nov 22nd-23rd Thanksgiving Break
Nov	26-30	5	5	
Dec	3-7	5	5	
Dec	10-14	5	5	
Dec	17-21	5	4	Winter Break Dec. 21st - Jan 4th for 10-mo. Employees
Dec	24-28	3	0	Dec. 24th-25th Winter Holiday; Winter Break Dec. 21st - Jan 4th for 10-mo. Employees
Dec - Jan	31-4	4	0	Tues, Jan 1st New Year's Day Holiday
Jan	7-11	5	5	
Jan	14-18	5	5	
Jan	21-25	4	3	Mon, Jan 21st, ML King's Day; Fri, Jan 25th - Non Work Day for 10-mo. Employees (no pay)
Jan - Feb	28-1	5	5	
Feb	4-8	5	5	
Feb	11-15	4	4	Mon, Feb 11th - Lincoln's Day
Feb	18-22	4	4	Mon, Feb 18th - President's Day
Feb-Mar	25-1	5	4	Fri, March 1st - Non Work Day for 10 mo. Employees (no pay)
Mar	4-8	5	5	
Mar	11-15	5	5	
Mar	18-22	5	5	
Mar	25-29	5	5	
Apr	1-5	5	5	
Apr	8-12	5	5	
Apr	15-19	4	4	Fri, April 19th Spring Recess Day
Apr	22-26	4	0	Mon, April 22nd Spring Recess Day; Spring Break, April 22nd - April 26th - 10 mo. Employees (no pay)
Apr - May	29-3	5	5	
May	6-10	5	5	Mon. May 6th - Awards Recognition - 2 pm
May	13-17	5	5	
May	20-24	5	5	Fri, May 24th Last Day of School
May	27-31	4	0	Mon, May 27th Memorial Day
June	3-7	5	0	
June	10-14	5	0	
June	17-21	5	0	
June	24-28	5	0	
				95
Total work days:		246	181	TOTAL Work Days 246 (12-mo); 181 Work Days (10-mo)

TUSD - CERTIFICATED CALENDAR FOR 2018-19
Traditional FIRST YEAR Teachers: Contract year starts 7/30/18 (TTIP 7/23, 7/24, 7/25, 7/26, 7/30 & 7/31/18)
 Traditional SECOND YEAR AND BEYOND Teachers: Contract year starts Thursday 8/2/18
 School Starts for STUDENTS on Monday, August 6, 2018

Month	Dates	Instr Days	Work Days Yr 1	Work Days 2nd year >	TTIP Extra Pay	Buy Back Days	Miscellaneous Information
Jul	23-27	0	0	0	4		TTIP Yr 1 Tchrs - July 23rd - July 26th
Jul-Aug	30-3	0	4	2		1*	TTIP Yr 1 Tchrs- July 30th Contract Day, July 31st Site Contract Day - Yr 1 Tchrs; Aug 1st BBD ; Required ALL Teachers - Thurs, Aug 2nd Dist Staff Dev Day; Fri, Aug 3rd Site Based Planning/Prep
Aug	6-10	5	5	5			Mon., Aug. 6th - 1st Day of Classes
Aug	13-17	5	5	5			
Aug	20-24	5	5	5			<i>Mon, Aug. 20th, Dist. Welcome Back Program - 2 pm</i>
Aug	27-31	5	5	5			
Sept	3-7	4	4	4			Mon, Sept 3rd, Labor Day
Sept	10-14	5	5	5			
Sept	17-21	5	5	5			
Sept	24-28	5	5	5			
Oct	1-5	5	5	5			
Oct	8-12	5	5	5			Fri, Oct 12th - Min Day K-12; 49 Days in 1st Quarter & end of 1st Trimester - 49 days
Oct	15-19	5	5	5			
Oct	22-26	4	5	5			Mon. Oct 22nd Parent Conferences, Min Day Oct 24th-26th, K-5, K-8, 6-8
Oct-Nov	29-2	5	5	5			
Nov	5-9	5	5	5			
Nov	12-16	4	4	4			Mon., Nov 12th Veteran's Day
Nov	19-23	0	0	0			Mon-Wed, Nov 19th-23rd, Board Designated Non work days - Th-Fri, Nov 22nd-23rd Thanksgiving Break
Nov	26-30	5	5	5			
Dec	3-7	5	5	5			
Dec	10-14	5	5	5			
Dec	17-21	4	4	4			42 Days in 2nd Qtr; 1st Sem = 91 days; Min Day Dec 18th-19th, 9-12; Min Day Dec 20th, 6-12; Winter Break starts Dec 21st
Dec	24-28	0	0	0			Winter Break Dec 21st thru Jan 4th
Dec- Jan	31-4	0	0	0			Winter Break Dec 21st thru Jan 4th
Jan	7-11	5	5	5			
Jan	14-18	5	5	5			
Jan	21-25	3	3	3		1*	Mon, Jan 21st - ML King's Day; <i>Fri., Jan 25th BBD</i>
Jan-Feb	28-1	5	5	5			
Feb	4-8	5	5	5			Feb 8th End of 2nd Trimester, 65 Days; Fri, Feb 8th, Min Day K-5 & K-8
Feb	11-15	4	4	4			Mon, Feb 11th - Lincoln's Day
Feb	18-22	4	4	4			Mon, Feb 18th - President's Day
Feb-Mar	25-1	4	4	4		1*	<i>Fri., March 1st BBD</i>
Mar	4-8	5	5	5			40 Days in 3rd Quarter; Fri, Mar 8th, Min Day 6-12
Mar	11-15	5	5	5			
Mar	18-22	5	5	5			
Mar	25-29	5	5	5			
Apr	1-5	5	5	5			
Apr	8-12	5	5	5			
Apr	15-19	4	4	4			Fri, Apr 19th - Board designated non-work day
Apr	22-26	0	0	0			Spring Break Apr 22nd-Apr 26th
Apr-May	29-3	5	5	5			
May	6-10	5	5	5			<i>Mon, May 6th – Awards Recognition - 2 pm</i>
May	13-17	5	5	5			Fri, May 17th, Min Day K-5, K-8 & 6-8
May	20-24	5	5	5			May 21st-23rd, Min Day 9-12; Fri, May 24th, Last Day, Min Day K-12; 49 days in 4th Qtr; 89 days in 2nd Sem; 66 days in 3rd Tri.

Instructional Days: 180 days; Work Days: 185+4 (1st Year Teachers) & 183 (2nd Year & Beyond Teachers)

Adopted by TUSD Board of Trustees: **-*



BUSINESS SERVICES MEMORANDUM

TO: Board of Education
FROM: Brian Stephens, Superintendent
DATE: February 1, 2018
SUBJECT: Acknowledge Revision to Business and Noninstructional Administrative Regulation AR 3514 Environmental Safety (First Reading)

BACKGROUND: On June 8, 2004, the School Board acknowledged Administrative Regulation 3514.1 Hazardous Substances. However, a recent review of the like-numbered Administrative Regulation now recommended by the California School Boards Association (CSBA) is now different in significant ways, including that the title refers more generally to Environmental Safety.

RATIONALE: The language fails to address the issue of Hazard Communication, which is the primary focus of our current language, but addresses many environmental issues the current language fails to address. Therefore, the proposed language retains all of the current language concerning Hazard Communication, but adds all of the language proposed by CSBA.

FUNDING: Not Applicable.

RECOMMENDATION: Acknowledge Revision to Business and Noninstructional Administrative Regulation AR 3514 Environmental Safety (First Reading)

Prepared by: Casey Goodall, Ed.D., Associated Superintendent for Business Services.

Environmental Safety

The Superintendent may designate and train one or more employees to oversee and coordinate the district's environmental safety program(s). The responsibilities of the coordinator(s) shall include, but are not limited to, overseeing assessments of district facilities, recommending strategies for the prevention and mitigation of environmental health risks, ensuring effective implementation of environmental safety strategies, and reporting to the Superintendent regarding the district's progress in addressing environmental safety concerns.

- (cf. 3510 - Green School Operations)
- (cf. 3511 - Energy and Water Management)
- (cf. 3517 - Facilities Inspection)
- (cf. 4157/4257/4357 - Employee Safety)
- (cf. 5030 - Student Wellness)
- (cf. 5142 - Safety)
- (cf. 7111 - Evaluating Existing Buildings)
- (cf. 7150 - Site Selection and Development)

Hazard Communication Program

One purpose of this administrative regulation is to provide guidance to control the types and quantities of hazardous substances purchased, stored, handled, or removed from work areas in Tracy Unified School District work areas including chemicals purchased for use in science classrooms throughout the District. This policy establishes guidelines for these types of uses and includes a description of the District Hazard Communication Program. This guidance governs all requests for chemical purchases for science-related curriculum in the Tracy USD. B. General Hazard Communication Program School districts are required to have a written hazard communication program. This administrative regulation details the requirements of maintaining compliance with local, state, and federal laws and guidelines related to the purchase, handling, and disposal of hazardous substances. The written hazard communication program shall be maintained in the office of each school site and in the central district office. The following materials are exempted from the hazard communication program and this district regulation: hazardous wastes; tobacco products; wood and wood products; manufactured articles; food, drugs and cosmetics intended for personal consumption by employees while in the workplace; and substances used in compliance with regulations issued by the Department of Pesticide Regulation pursuant to Food and Agriculture Code 12981.

1. Container Labeling

Except for consumer products, pesticides, alcoholic beverages, and food, drug and additive products which are already labeled in compliance with federal law, no container of hazardous substance shall be accepted by schools or the district unless labeled by the supplier with the following information: a. Identity of the hazardous substance(s) b. Hazard warning statements c. Name and address of the chemical manufacturer or importer Whenever hazardous substances are transferred from their original containers to other containers, the secondary containers shall likewise be labeled with the identity and hazard warning statement.

2. Material Safety Data Sheets

Upon receiving a hazardous substance or mixture, the Superintendent or designee shall ensure that the manufacturer has also furnished a Material Safety Data Sheet (MSDS) as required by law. If the MSDS is missing or obviously incomplete, the Superintendent or designee shall request a new MSDS from the manufacturer and shall notify the California Occupational Safety and Health Division (Cal/OSHA) if a complete MSDS is not received.

- a. The Superintendent or designee shall maintain copies of the MSDS for all hazardous substances and ensure that they are kept up to date and available to all affected employees during working hours. He/she shall review each incoming MSDS for new and significant health or safety information and shall disseminate this information to affected employees.

3. Employee In-Service Training

Employees shall receive in-service training on hazardous substances in their work area at the time of their initial assignment and whenever a new hazard is introduced into their work area. This training shall include but is not limited to:

- a. An overview of the requirements of California's Hazard Communication Regulation (8 CCR 5194), including employee rights described therein
- b. The location, availability and content of the district's written hazard communication program
- c. Information as to any operations in the employees' work area where hazardous substances are present
- d. The physical and health effects of the hazardous substances in the work area
- e. Techniques and methods of observation that may determine the presence or release of hazardous substances in the work area
- f. Methods by which employees can lessen or prevent exposure to these hazardous substances, such as appropriate work practices, use of personal protective equipment and engineering controls
- g. Steps the district has taken to lessen or prevent exposure to these substances
- h. Instruction on how to read labels and review the MSDS for appropriate information
- i. Emergency and first aid procedures to follow if exposed to the hazardous substance(s)

4. List of Hazardous Substances

For specific information about the hazardous substances known to be present in the district and schools, employees may consult the MSDS. a. A complete list of hazardous substances shall be provided within the written hazard communication program, with a general indication of the work area(s) where the substances are found.

5. Hazardous Non-routine Tasks

When employees are required to perform hazardous non-routine tasks, they shall first receive information about the specific hazards to which they may be exposed during this activity and the protective/safety measures which must be used. They shall also receive information about emergency procedures and the measures the district has taken to lessen the hazards, including ventilation, respirators, and the presence of

another employee.

6. Hazardous Substances in Unlabeled Pipes

Before starting to work on unlabeled pipes, employees shall contact their supervisors for information as to the hazardous substance(s) contained in the pipes, the potential hazards, and safety precautions which must be taken.

7. Informing Contractors

To ensure that outside contractors and their employees work safely in district buildings and schools, the Superintendent or designee shall inform these contractors of hazardous substances which are present on the site and precautions that employees may take to lessen the possibility of exposure. It shall be the contractor's responsibility to disseminate this information to his/her employees and subcontractors.

8. Materials for Science Curriculum

The potential hazards, special storage methods, and high disposal costs associated with some chemical products outweighs the educational value of the material. Therefore:

- a. All employees involved in the purchase of chemicals for science-related curriculum in the District will be trained as to the content of this policy.
- b. Process: Before a request for a chemical purchase is made, the requesting employee must check the chemical for inclusion on the Prohibited Chemicals Lists (see below). The list follows the guidelines of the most current Science Safety Handbook for California Schools. If the chemical is listed as prohibited, the employee must seek an alternative or substitute chemical not on the Prohibited Chemicals Lists. A requesting employee may appeal to the District Safety Committee if they feel there is no alternative and the educational value of the purchase outweighs the hazards associated with it (see below).
- c. All requests for District purchases of chemicals for science classrooms will follow the standard District purchasing process that includes Department Head, Principal, and District Purchasing Office review.
- d. Prohibited Chemicals Lists: The criteria for determining the acceptance of a chemical purchase will be based on the most current Science Safety Handbook for California Public Schools (www.cde.ca.gov/ci/SciSafety.pdf). The handbook contains three tables: Table 1 – Explosives, Table 2 – Extremely Hazardous Chemicals, and Table 3 – Hazardous Chemicals Reference Table. Chemicals included in Tables 1 and 2 are strictly prohibited from purchase. Table 3 of the Science Safety Handbook lists chemicals by varying degree of hazard including those where “the hazard risk outweighs the educational value” and those that are listed by the State as “chemicals known to the State to cause cancer or reproductive toxicity”. **Purchase requests for chemicals that are listed as “hazard risk outweighs educational value” and “those known to the State to cause cancer or reproductive toxicity” in Table 3 will be prohibited.**
- e. Appeal Process: A requestor who has had a chemical purchase request denied due to the product’s inclusion on the Prohibited Chemicals List, may appeal the denial to the District Safety Committee or appropriate Science Safety Sub

Committee as prescribed by the Assistant Superintendent of Business Services and the Science Department Chairs of the Science Departments of each comprehensive High School. The instructor will be required to appear before the Safety Committee to state their case for the purchase. Information as to why the need for the purchase may outweigh the intent of this policy must be presented. Issues to consider should include educational value versus the potential hazards of the material, the use/handling/storage of the material, and costs associated with purchase and disposal. If an appeal is brought forward, the Safety Committees' decision on the appeal will be considered final.

9. Hazardous Material Disposal

The removal and disposal of chemicals shall be accomplished through the district Maintenance Department to ensure compliance with local, state, and federal safety laws and guidelines.

10. Notifications

The district maintenance department shall annually notify parents and staff of certain hazardous materials information. Two specific letters will be distributed each year: a. School Asbestos Inspections and Management Plans annual notifications to Parents and Staff b. Healthy Schools Act 200 annual notification to parents.

11. Hazard Communication Reports Required

Reports required for hazardous substances are governed by the following agencies.

<u>Agency</u>	<u>Reports</u>
San Joaquin County Office of Emergency Services	Emergency Response Hazmat Inventory Reporting Site Evaluations Insecticide Spraying
San Joaquin Public Health Blood	Borne Pathogens
San Joaquin County Air Resource Board	Air Quality Asbestos Small Quantities of Hazardous Materials Fuel Permitting
California Air Resources Board	Same as county
San Joaquin County Environmental Health Dept. Inspections	Swimming Pool and Site
Department of Health (agency of Environmental Health Department)	Swimming Pools, Kitchens
Department of Toxic Substances Control	Receipt and Removal of

Hazardous Waste Generator Computer	Hazardous Waste	Materials,
State Board of Equalization	Business Licenses Taxes Fuel taxes	
California Dept of Industrial Relations (Division of OSHA)	Safety Data Sheets	
California Environmental Protection Agency Department of Toxic Substances Control		
Poison Control Center		
California Department of Education		
Department of Weights and Measures		
Tracy Fire Marshall	Evacuation Plans Site Inspections Fire Regulations Fire Alarms Sprinklers Electrical Layouts Fire Extinguishers	
State Water Resource Control Board	Storm Water Discharge/Drainage	

Indoor Air Quality

In order to provide proper ventilation, humidity, and temperature in school facilities and to reduce indoor air contaminants, the Superintendent or designee shall ensure that the following strategies are implemented:

1. Mechanically driven heating, ventilation, and air conditioning systems shall be operated continuously during working hours except under the circumstances specified in 8 CCR 5142. The systems shall be inspected at least annually and problems corrected within a reasonable time. Where the air supply is filtered, the filters shall be replaced or cleaned regularly to prevent significant reductions in airflow. Documentation of inspections, tests of ventilation rates, and maintenance shall be retained for at least five years. (8 CCR 5142-5143)

(cf. 3580 - District Records)

Staff shall ensure that airflow is not obstructed by the blocking of ventilators with posters, furniture, books, or other obstacles.

2. School facilities shall be regularly inspected for water damage, spills, leaks in plumbing and roofs, poor drainage, and improper ventilation so as to preclude the buildup of mold and mildew. Wet building materials and furnishings shall be dried within 48 hours if possible to prevent mold growth. When evidence of mold or mildew is found, maintenance staff shall locate and repair the source of water intrusion and remove or clean moldy materials.
3. Exterior wall and foundation cracks and openings shall be sealed as soon as possible to minimize seepage of radon into buildings from surrounding soils.
4. Least toxic pest management practices shall be used to control and manage pests at school sites.
(cf. 3514.2 - Integrated Pest Management)
5. For any new school constructed under the jurisdiction of the 2016 building code and after January 1, 2017, the Superintendent or designee shall install a carbon monoxide detector in each school building that contains a fossil fuel burning furnace. The device shall be placed in close proximity to the furnace in order to accurately detect any leakage of carbon monoxide.
6. Schedules and practices for routine housekeeping and maintenance shall be designed to effectively reduce levels of dust, dirt, and debris. Plain water, soap and water, or low-emission cleaning products shall be used whenever possible. Aerosols, including air fresheners and other products containing ozone, shall be avoided to the extent possible.
(cf. 5141.23 - Asthma Management)
7. Painting of school facilities and maintenance or repair duties that require the use of potentially harmful substances shall be limited to those times when school is not in session. Following any such activity, the facility shall be properly ventilated with adequate time allowed prior to reopening for use by any person.
8. Paints, adhesives, and solvents shall be used and stored in well-ventilated areas. These items shall be purchased in small quantities to avoid storage exposure.
(cf. 3514.1 - Hazardous Substances)
(cf. 6161.3 - Toxic Art Supplies)
9. To the extent possible, printing and duplicating equipment that may generate indoor air pollutants, such as methyl alcohol or ammonia, shall be placed in locations that are well ventilated and not frequented by students and staff.
10. The district's tobacco-free schools policy shall be consistently enforced in order to reduce the health risks caused by second-hand smoke.
(cf. 3513.3 - Tobacco-Free Schools)

11. Staff and students shall be asked to refrain from bringing common irritants such as furred or feathered animals, stuffed toys that may collect dust mites, scented candles, **essential oils, aromatherapy**, incense, or air fresheners and from using perfume or cologne, scented lotion or hair spray, nail polish or nail polish remover, or other personal care products that are not fragrance-free in classrooms or other enclosed areas or buildings.

(cf. 6163.2 - Animals at School)

Outdoor Air Quality

The Superintendent or designee may monitor local health advisories and outdoor air quality alerts, including forecasts of ozone levels, particle pollution, and/or ultraviolet radiation levels.

Whenever these measures indicate a significant health risk, the Superintendent or designee shall communicate with each principal so that outdoor activities, especially those requiring prolonged or heavy exertion, may be avoided, limited in duration, or modified as necessary for all persons or for persons who may be particularly susceptible to the health risk involved.

(cf. 5141.7 - Sun Safety)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

Vehicle Emissions

In order to reduce public exposure to toxic air contaminants, school bus drivers and other drivers of commercial motor vehicles shall limit unnecessary idling of vehicles at or near schools in accordance with 13 CCR 2480.

(cf. 3540 - Transportation)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 3542 - School Bus Drivers)

Any diesel-fueled school bus with a gross vehicle weight rating over 14,000 pounds manufactured on or after April 1, 1977 shall be equipped with a particulate filter designed to reduce particulate matter emissions, oxides of nitrogen emissions, and other pollutants. (13 CCR 2025)

Drinking Water

The quality and safety of the district's drinking water sources shall be regularly assessed.

Whenever testing of drinking water finds concentrations of lead that exceed federal and state standards in 40 CFR 141.80 and 22 CCR 64678, water outlets shall be flushed thoroughly each day before use or made inoperable until a plan for remediation can be implemented.

Whenever levels of arsenic, bacteria, or other contaminants in the drinking water are determined to be a concern, the Superintendent or designee may recommend basic filtration or pipe flushing when feasible.

Until drinking water is assured to be safe, the Superintendent or designee may explore alternatives, such as bottled water, to ensure that students have access to fresh drinking water at mealtimes and at other times throughout the day. As needed, he/she also may encourage appropriate governmental agencies to conduct regular testing of the water quality in district schools and to implement strategies to improve water quality in the community.

(cf. 3550 - Food Service/Child Nutrition Program)

Drinking fountains in district schools shall be regularly cleaned and maintained to avoid the presence of dirt, mold, or other impurities or health concerns.

Lead Exposure

In addition to keeping school facilities as dust-free and clean as possible, the following steps shall be taken to minimize potential exposure to lead in school facilities:

1. Lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall not be used in the construction of any new school facility or the modernization or renovation of any existing school facility. (Education Code 32244)
2. Lead exposure hazards shall be evaluated before any renovation or remodeling is begun, and children shall not be allowed in or near buildings in which these activities may create lead dust. Contractors and workers shall comply with state and federal standards related to the handling and disposal of lead debris and the clean-up and containment of dust within the construction area.
3. Lead-based painted surfaces that are in good condition shall be kept intact. If lead-based paint is peeling, flaking, or chalking, contractors or workers shall follow state and federal standards for safe work practices to minimize contamination when removing the paint.
4. Soil with high lead content may be covered with grass, other plantings, concrete, or asphalt.
5. Drinking water shall be regularly tested for lead and remediated as provided in the section "Drinking Water" above.
12. Any action to abate existing lead hazards, excluding containment or cleaning, shall be taken only by contractors, inspectors, and workers certified by the California Department of Public Health in accordance with 17 CCR 35001-35099. (Education Code 32243)

Mercury Exposure

The Superintendent or designee shall identify any products containing mercury that are present in district facilities and, to the extent possible, shall replace them with mercury-free alternatives.

Staff shall receive information about proper procedures to follow in the event of a mercury spill. Clean-up instructions, a clearly labeled kit with necessary clean-up supplies, and a list of local resources shall be readily accessible.

In the event of a spill, staff shall evacuate all students from the immediate area of the spill, ensure that any clothing or other items with mercury on them remain in the room, open windows to the outside, and close doors to other parts of the school. Staff who are trained in proper clean-up procedures may carefully clean a small spill. As needed for larger or difficult-to-clean spills, the Superintendent or designee shall use an experienced professional referred by the local health department or environmental agency.

Any products containing mercury shall be properly disposed at an appropriate hazardous waste collection facility.

Asbestos Management

The Superintendent shall designate an employee who shall ensure that the district's responsibilities related to asbestos inspection and abatement are implemented in accordance with federal and state regulations. This employee shall receive adequate training to perform these duties, including, as necessary, training on the health effects of asbestos; detection, identification, and assessment of asbestos-containing materials; options for controlling asbestos-containing building materials; and relevant federal and state regulations. (40 CFR 763.84)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The designated employee shall ensure that the district complies with the following requirements:

School facilities shall be inspected for asbestos-containing materials as necessary in accordance with the following:

1. Any school building that is leased or acquired by the district shall be inspected for asbestos-containing materials prior to its use as a school building, unless exempted by federal regulations. (40 CFR 763.85, 763.99)
 - a. At least once every six months, the district shall conduct a periodic surveillance consisting of a visual inspection of each school building that contains or is assumed to contain asbestos-containing building materials. (40 CFR 763.92)
 - b. At least once every three years, the district shall conduct a re-inspection of all known or assumed asbestos-containing building materials in each school building. (40 CFR 763.85)
2. Based on the results of the inspection, an appropriate response which is sufficient to protect human health and the environment shall be determined from among the options specified in 40 CFR 763.90. The district may select the least burdensome response, taking into consideration local circumstances, including occupancy and use patterns within the school building and economic concerns such as short-term and long-term costs. (40 CFR 763.90)

3. An asbestos management plan for each school site shall be maintained and regularly updated to keep it current with ongoing operations and maintenance, periodic surveillance, inspection, re-inspection, and response action activities. (15 USC 2643; 40 CFR 763.93)

The asbestos management plan shall be available for inspection in district and school offices during normal business hours. Parent/guardian, teacher, and employee organizations shall be annually informed of the availability of these plans. (40 CFR 763.84)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

4. Staff, students, and parents/guardians shall be informed at least once each school year about any inspections, response actions, and post-response actions, including periodic re-inspection and surveillance activities, that are planned or in progress. (40 CFR 763.84)
5. Inspections, re-inspections, periodic surveillance, and response actions, including operations and maintenance, shall be conducted in compliance with state and federal regulations for the protection and safety of workers and all other individuals. (Education Code 49410.5; 40 CFR 763.84)

Asbestos inspection and abatement work and any maintenance activities that may disturb asbestos-containing building materials, except for emergency repairs or small-scale, short-duration maintenance activities, shall be completed by state-certified asbestos inspectors or contractors. (15 USC 2646; 40 CFR 763.84, 763.85, 763.91)

6. All custodial and maintenance employees shall be properly trained in accordance with applicable federal and/or state regulations. (40 CFR 763.84)

All district maintenance and custodial staff who may work in a building that contains asbestos-containing materials, regardless of whether they are required to work with such materials, shall receive at least two hours of related asbestos awareness training. New maintenance and custodial staff shall receive such training within 60 days after beginning employment. Any maintenance or custodial staff who conduct activities that will disturb asbestos-containing materials shall receive 14 hours of additional training. The trainings shall address the topics specified in 40 CFR 763.92. (15 USC 2655; 40 CFR 763.84, 763.92)

7. Short-term workers, such as telephone repair workers, utility workers, or exterminators, who may come in contact with asbestos in a school shall be provided information regarding the locations of known or suspected asbestos-containing building materials. (40 CFR 763.84)

8. Warning labels shall be posted immediately adjacent to any known or suspected asbestos-containing building material located in routine maintenance areas in accordance with 40 CFR 763.95. (40 CFR 763.84)

The district shall maintain, in both the district and school offices and for a period of three years, records pertaining to each preventive measure and response action taken; staff training; periodic surveillances conducted; cleaning, operations, and maintenance activities; and any fiber release episode. (40 CFR 763.94)

TUSD Acknowledged: 6/8/04



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: February 1, 2018
SUBJECT: **Accept the 2016-17 Independent Financial Audit and Performance Audit for Measure E. Measure B and Measure S General Obligation Bonds**

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

RATIONALE: The audits for the 2016-17 fiscal year are complete and are being brought to the board for acceptance. The financial report states that in the auditor's opinion, the district's records represent fairly, in all material respects, the financial position and results of operations for the Bond Building Funds of Tracy Unified School District. The objective of the performance audit is to provide an independent assessment of the District's compliance with certain state laws and procedures to ensure that the bond funds have been expended only on the specific projects listed in the ballot measure. There were no recommendations or matters to report in the financial and performance audits.

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

RECOMMENDATION: Accept the 2016-17 Independent Annual Financial Audit and Performance Audit for Measure E, Measure B and Measure S General Obligation Bonds.

Prepared by: Bonny Carter, Director of Facilities and Planning



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: January 16, 2018
SUBJECT: **Adopt Resolution No. 17-14 In Support of Accelerating the Distribution of Proposition 51 School Facilities Funds**

BACKGROUND: Proposition 51, the Kindergarten through Community College Public Education Facilities Bond Act of 2016, was approved by the voters of the State of California on November 8, 2016. Proposition 51 authorized the State of California to sell \$9 billion worth of statewide school facilities bonds. These state school construction and modernization bond funds are to be matched with local bond funds and/or developer fees.

Research demonstrates that quality school facilities have a positive impact on student academic performance, attendance and teacher job satisfaction. Article IX Section 5 of the California Constitution finds that public education is a State responsibility and Article 1 Section 28 states that public schools shall be safe, secure and peaceful. Tracy Unified School District's mission statement affirms that:

Tracy Unified School District prepares our diverse student population to be college and career ready for the 21st Century by providing a quality learning environment in safe, modern facilities equipped with the latest technology tools. Our world class, culturally proficient staff empowers students to reach their fullest potential and prepares students to solve real-world problems by utilizing best practices and collaborating with the community, businesses and institutions of higher learning.

RATIONALE: The Tracy Unified School District's Facility Condition Assessment places our upcoming facilities needs at \$160 million. The school district has funding applications submitted to the state for the South/West Park project, the three charter school projects, and intends to submit a funding application for the Central School project in the next several months.

Although it has been one year since the approval of Proposition 51, the State has only sold approximately \$600 million of Proposition 51 funds. The proposed State Budget for 2018-2019 was released on January 10, 2018; this budget proposes approximately \$640 million in bond authority for 2018-19 to fund new construction, modernization, career technical education and charter facility projects. There is currently a \$3 billion backlog of ALREADY submitted funding applications. Unfortunately, the \$640 million dribbles out from the Proposition 51 over a decade long schedule, and the backlog will grow every year while needed school projects remain unfunded.

This resolution calls upon the State of California to accelerate the pace and scale of Proposition 51 school bond sales to honor the will of California voters.

FUNDING: No funding implications.

RECOMMENDATIONS: Adopt Resolution No. 17-14 In Support of Accelerating the Distribution of Proposition 51 School Facilities Funds.

Prepared by: Bonny Carter, Director of Facilities & Planning



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 17-14
RESOLUTION OF THE BOARD OF EDUCATION OF THE TRACY UNIFIED
SCHOOL DISTRICT IN SUPPORT OF ACCELERATING THE DISTRIBUTION OF
PROPOSITION 51 SCHOOL FACILITIES FUNDS.**

WHEREAS, Article IX Section 5 of the California Constitution finds public education is a State responsibility; and

WHEREAS, Article 1 Section 28 of the California Constitution states that public schools shall be safe, secure and peaceful; and

WHEREAS, the voters of the State of California have, since 1982, consistently approved statewide school construction and modernization bond measures to provide resources through programs contained in Division 1, Part 10, Article 12 and Article 12.5 of the Education Code; and

WHEREAS, on November 8, 2016, voters of California passed Proposition 51 that authorized the State of California to sell \$9 billion worth of statewide school facilities bonds; and

WHEREAS, state school construction and modernization bond funds, as authorized by Proposition 51, are matched with funds provided by local communities through the passage of local bonds and developer's fees; and

WHEREAS, the State of California is facing a more than \$2.5 billion backlog in project applications filed by school districts seeking matching state bond funds under current law; and

WHEREAS, many school districts filed their school facility grant fund applications back in 2012 and are still waiting on state funding to pay for school construction projects; and

WHEREAS, estimates place projected K-14 school facility needs between \$20 and \$60 billion over the next ten years; and

WHEREAS, the Tracy Unified School District has \$160 million in facilities needs which may be partially funded by State bonds; and

WHEREAS, it has been one year since voters approved Proposition 51, the Kindergarten through Community College Public Education Facilities Bond Act of 2016, and the State of California has only sold approximately \$600 million of Proposition 51 funds; and

WHEREAS, this current pace of school bond sales does not meet the outstanding facilities needs of school districts across the state and could deprive another generation of students

access to safe school campuses that are built to meet their academic need; and

WHEREAS, an average of more than 90% of previous statewide school bond funds were committed within four (4) years of the measure’s passage; and

WHEREAS, school districts face rising construction costs the longer the state delays appropriately-sized bond sales, which forces school districts and taxpayers to pay more for less; and

WHEREAS, Proposition 98 and the new Local Control Funding Formula are intended to improve educational achievement for all students but do not provide dedicated facilities funding; and

WHEREAS, research demonstrates that quality school facilities have a positive impact on student academic performance, attendance and teacher job satisfaction; and

WHEREAS, the Coalition for Adequate School Housing supports the acceleration of Proposition 51 bond sales so that school districts receive the resources voters promised to adequately serve students, families and their communities;

NOW, THEREFORE, BE IT RESOLVED that the Tracy Unified School District Board of Education calls on the State of California to accelerate the pace and scale of Proposition 51 school bond sales in 2018 to honor the will of California voters.

APPROVED, PASSED AND ADOPTED this 13th day of February 2018 by the Board of Trustees of the Tracy Unified School District, by the following vote.

AYES:	NOES:	ABSENT:	ABSTAIN:
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President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District

I, _____, do hereby certify that the foregoing Resolution No. 17-14 was duly adopted by the Board of Education of the Tracy Unified School District at a meeting thereof held on the 13th day of February 2018.

TRACY SCHOOL FACILITIES FINANCING AUTHORITY

ANNUAL MEETING

February 13, 2018

7:00 P.M.

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

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

<i>Name</i>	<i>TSFFA Board Position</i>
Greg Silva	Chair
Sondra Gilbert	Vice-Chair
Daniel Arriola	Secretary
Jill Costa	Member
Walter Gouveia	Member
Ted Guzman	Member
James Vaughn	Member

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

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

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

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

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

4. DISCUSSION/ACTION –

4.1 Approve Meeting Minutes of February 15, 2017

Action: Motion___; Second___. Vote Yes___; No___; Absent; Abstain___.

4.2 Accept the 2016-2017 Independent Annual Financial Report for the Tracy School Facilities Financing Authority (Separate Cover Item)

Action: Motion___; Second___. Vote Yes___; No___; Absent; Abstain___.

5. ADJOURNMENT

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the Superintendent's Office at (209) 830-3201 (telephone). Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to the meeting.

The Board reserves the right to take action on all items
on the Agenda including "Discussion" items

**Annual Minutes of
Regular Meeting of
Tracy School Facilities Financing Authority
February 15, 2017**

14.1.5 Annual Meeting of Tracy School Facilities Financing Authority
8:31pm Adjourn TUSD Board Meeting.

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

<i>Name</i>	<i>TSFFA Board Position</i>
Jill Costa (Absent)	Chair
Greg Silva	Vice-Chair
Sondra Gilbert	Secretary
James Vaughn	Member
Walter Gouveia	Member
Daniel Arriola	Member
Ted Guzman	Member

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

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

Persons wishing to speak to items not on the agenda are asked to complete a “Request to Speak” card and present it to the Chair prior to the meeting. Subjects not on the agenda may be introduced at this time, but no action may be taken on them at this meeting. When you address the Board, please stand at the podium and state your name for the record.
None.

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

Persons wishing to speak to items on the agenda are asked to complete a “Request to Speak” card and present it to the Chair prior to the meeting. You will be given an opportunity to speak on the subject at the time the item is discussed by the Board. When you address the Board, please stand at the podium and state your name for the record.
None.

4. DISCUSSION/ACTION –

4.1 Approve Meeting Minutes of January 12, 2016

Action: Guzman, Gouveia.

Vote: Yes-4; No-0; Absent-1(Costa); Abstain-2(Arriola, Gilbert)

4.2 Accept the 2015-2016 Independent Annual Financial Report for the Tracy School Facilities Financing Authority (Separate Cover Item)

Action: Guzman, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Costa)

8:36pm 6. ADJOURNMENT

8:37pm Reconvene the TUSD Board Meeting

Clerk

Date



January 30, 2018

To the Board of
Tracy School Facilities Financing Authority JPA

We have audited the financial statements of the business-type activities of Tracy School Facilities Financing Authority JPA for the year ended June 30, 2017. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and Uniform Guidance) as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 16, 2017. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Tracy School Facilities Financing Authority JPA are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2017. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated January 30, 2018.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the governmental unit’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of Board and management of Tracy School Facilities Financing Authority JPA and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Vavrinek, Trine, Day & Co LLP

Vavrinek, Trine, Day & Co, LLP
Pleasanton, California



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 30, 2018
SUBJECT: Adopt Resolution No. 17-18 Establishing March 2018 as “Arts in Education Month”

BACKGROUND: Many national and state professional education associations hold celebrations in March focused on art in education. The District has worked to develop standards in the areas of Visual and Performing Arts, as well as a variety of programs. The District has continued to promote and offer a strong Visual and Performing Arts program while maintaining a focus on core curriculum, student achievement, and closing the achievement gap.

RATIONALE: This resolution recognizes the importance of the arts in education and in our society. It advocates for school districts to continue offering a comprehensive Visual and Performing Arts program for all students. This Agenda item 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.

FUNDING: N/A

RECOMMENDATION: Adopt Resolution No. 17-18 Establishing March 2018 as “Arts in Education Month.”

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION No. 17-18
RESOLUTION AUTHORIZING MARCH 2018 AS
“ARTS IN EDUCATION MONTH”**

WHEREAS, Arts Education, which includes dance, music, theatre, and the visual arts, is an essential part of basic education for all students, kindergarten through grade twelve; and

WHEREAS, through well-planned instruction and activities in the arts, children develop initiative, creative ability, self-expression, self-reflection, thinking skills, discipline, a heightened appreciation of beauty and cross-cultural understanding; and

WHEREAS, many national and state professional education associations hold celebrations in March focused on students’ participation in the arts; and

WHEREAS, experience in the arts develops insights and abilities central to the experience of life, and the arts are collectively one of the most important repositories of culture; and

WHEREAS, these celebrations give Tracy schools a unique opportunity to focus on the value of the arts for all students, to foster cross-cultural understanding, to give recognition to our outstanding young artists to focus on careers in the arts available to students, and to enhance public support for this important part of our curriculum; and

WHEREAS, the Tracy Unified School District Board of Education states in its Board Policy 6142.6 adopted in September 1997 that a comprehensive arts education program should be an integral part of the basic education offered to all students in all grades; and

THEREFORE BE IT RESOLVED, on February 13, 2018 the Tracy Unified School District Board of Education joins the California State Board of Education in proclaiming the Month of March 2018 as Arts Education Month and encourages all schools in the Tracy Unified School District to celebrate the arts with meaningful student activities and programs that demonstrate learning and understanding in the visual and performing arts; and be it further;

PASSED AND ADOPTED this the 13th day of February, 2018, by the Board of Trustees of the Tracy Unified School District the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Board Member
Board of Trustees
Tracy Unified School District

Attested:

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

Board Member
Board of Trustees
Tracy Unified School District



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: February 1, 2018
SUBJECT: **Approve Adjustment of Salary Placement for Long Term English Learner Counselor from LMP Range 7 to Range 11**

BACKGROUND: The Long Term English Learner Counselor was created and approved in October 2017. As stated when this position was first approved, the adoption of new Common Core State Standards in English Language Arts and new English Learner Progress Assessment, known as the English Language Proficiency Assessment has created a greater need to provide in-depth, sustained supplemental support to developing, planning, and implementing a comprehensive school counseling and guidance program that includes academic, career, personal/social development for middle school and high school Long Term English Learner students. The original thought was that the Long Term English Learner Counselor position would be similar to current counselor positions. After a review of the duties involved with this position, it has been determined that the responsibilities and expectations are more in alignment with those of the Head Counselor position. The salary and days of service for the Head Counselor is LMP Range 11 and 196 work days.

RATIONALE: This agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Funding Source: Title III

RECOMMENDATION: Approve Adjustment of Salary Placement for Long Term English Learner Counselor from LMP Range 7 to Range 11

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Long Term English Learner Counselor

DEPARTMENT: Curriculum Accountability and Continuous Improvement

POSITION SUMMARY: The Long Term English Learner Counselor, under the general direction of the Director of Curriculum Accountability and Continuous Improvement, will perform a variety of duties in developing, planning, and implementing a comprehensive school counseling and guidance program that includes academic, career, personal/social development for middle school and high school Long Term English Learner students. This additional support will be provided in addition to the services provided by school counselors. The LTEL Counselor provides supplemental informational services to Long Term English Learner students and parents which will assist the student in making appropriate decisions relative to the student's school program, the student's relationship with teachers, and decisions outside of the school setting to support the development of English Fluency and College and Career Readiness. The LTEL Counselor will serve 195 days of service per school year and shall work on a prearranged schedule, as determined by his/her Supervisor, between 7:00 a.m. and 9:00 p.m. with additional hours as needed to fulfill the requirements of the position.

ESSENTIAL FUNCTIONS:

1. Provides additional support for all LTEL students to provide the opportunity of either individual or group counseling regarding student academic, social and career development.
2. Provides all teachers and parents of LTELs the opportunity for consultations regarding student academic and/or social behavior.
3. Assists in providing for all students a formalized program of career guidance.
4. Provides school wide prevention and intervention strategies for LTEL students.
5. Consults with High School Counselors regarding course selection and articulation for incoming LTEL freshmen.
6. Reviews course schedules for each LTEL to prevent or correct misplacement.
7. Assists LTEL students in defining and developing appropriate short-range goals for each school year, long range educational goals and in setting personal performance standards.
8. Provides information and advises LTEL students and their parents on college selection and college entrance requirements and procedures.
9. Provides input to administrators, teachers, counselors and other approved District staff members for the improvement of the educational program for LTEL students.
10. Consults with Site EL Coordinator regarding placement, progress monitoring, and reclassification.
11. Advocates high academic achievement and social development of LTEL students.
12. Attends and participates in IEP, SST, and other required meetings and/or conferences, as needed.
13. Reinforces student behavior appropriate to the school environment by utilizing guidance techniques, as needed.
14. Assists with referring students to the school psychologist for psychological services including individual testing when deemed necessary.
15. Assists with the administration and supervision of the PSAT/SAT, and other appropriate mandated tests.
16. Keeps and maintains school records and provides written references to appropriate agencies.
17. Interprets school programs and guidance functions to individuals and community groups upon request.
18. Keeps well informed on state laws and professional ethics in counseling with youth and on current policies and procedures of all community mental health and social agencies.

POSITION TITLE: Long Term English Learner Counselor

19. Assists with the development and implementation of the master schedule.
20. Provides consultation, training, and staff development to teachers and parents regarding LTEL students' academic and/or social behavior.
21. Continuously promotes positive relationships among pupils, teachers, parents, District personnel, and community.
22. Maintains regular and prompt attendance in the workplace.
23. Performs other reasonable duties as assigned or required in fulfillment of District goals.

EDUCATION AND EXPERIENCE: Ability to provide and carry out oral and written directions in English, to read and speak at a level sufficient to fulfill the duties described. The counselor must hold a valid California Pupil Personnel Services Credential in school counseling. Previous experience as a high school counselor and/or teacher is desirable.

SKILLS AND QUALIFICATIONS:

1. Ability to communicate effectively, both orally and in writing.
2. Ability to prepare comprehensive reports.
3. Ability to analyze and evaluate effective instructional programs for LTELs.
4. Demonstrated commitment to advocacy for the instructional needs of English learners and equitable access to education.
5. Knowledge and ability to provide effective instructional strategies and leadership.
6. Knowledge of the intellectual, social, emotional and physical needs of middle and high school age students.
7. Knowledge of Characteristics and educational needs of Long Term English Learners.
8. Ability to maintain cooperative working relationships with those contacted in the course of work.
9. Strong interpersonal skills.
10. Knowledge of age and subject curriculum.
11. Bilingual Spanish Preferred.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Enter data into a computer terminal/typewriter and operate standard office equipment for extended periods of time.
3. See and read a computer screen and printed matter with or without vision aids
4. Speak at normal levels so that others may understand, in person and on the telephone.
5. Hear and understand at normal levels, in person and on the telephone, with or without hearing aids.
6. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
7. Squat, stoop and/or bend over.
8. Reach overhead, grasp, push/pull up to 45 pounds for short distances.
9. Lift and carry up to 45 lbs. at waist height for short distances.

POSITION TITLE: Long Term English Learner Counselor

WORK ENVIRONMENT:

Employees in this position will be required to work indoors in an office and/or classroom environment and come in direct contact with District and site staff, students, and the public. In addition, the High School Counselor must perform duties and responsibilities that occur outside school buildings and facilities on the school campus.

SALARY: Leadership/Management Salary Schedule **LMP Range 11**

DAYS OF SERVICE: 196 days

Adopted: TUSD 11/14/17

Revised: TUSD 2/13/18 (salary adjustment)



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: January 23, 2018
SUBJECT: Approve Variable Term Waiver for David Rusch- Single Subject Physics

BACKGROUND: Variable term waivers are issued to employers who meet the waiver criteria when a fully credentialed teacher is not available for the assignment. It allows the employer to fill the assignment while searching for a fully credentialed teacher in the subject area of the assignment and gives the waiver holder additional time to complete the requirements.

RATIONALE: Tracy Unified School District has had a vacant high school physics position since the beginning of this 2017-2018 school year. We have not been able to fill the position with a fully credentialed teacher. It has been determined that Tracy Unified School District has a need for a Variable Term Waiver for this high school physics position.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Variable Term Waiver for David Rusch - Single Subject Physics

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 request a Variable Term Waiver while the individual below works on completing the requirements to obtain his Single Subject Physics credential. The individual will be provided orientation, guidance and assistance during the valid period of the permit.

David Rusch – Tracy High School grades 9-12

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____