

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, APRIL 24, 2018

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

**TIME: 5:30 PM Closed Session
7:00 PM Open Session**

A G E N D A

- | | | |
|----------------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: 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/#47, 60, 67, 68, 72, 73, 74, 75, 76, 77, 79, 80, 81, 82, 83, 84, 86 | |
| 3.2.2 | Application for Reinstatement #17-18/#30, 31 | |
| Action: | Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | |
| 3.3 | Human Resources: | |
| 3.3.1 | Release Probationary Classified Employees #UCL-299 | |
| Action: | Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | |
| 3.3.2 | Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-300, Pursuant to Article XXIII | |
| Action: | Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | |
| 3.3.3 | Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-301, Pursuant to Article XXIII | |
| Action: | Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | |
| 3.3.4 | Consider Non-Paid Leave of Absence Request for Certificated Employee #UC-1091, Pursuant to Article XX | |

- Action:** Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __
3.3.5 Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-302, Pursuant to Article XXIII
Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __
3.3.6 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __
3.3.7 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/#47, 60, 67, 68, 72, 73, 74, 75, 76, 77, 79, 80, 81, 82, 83, 84, 86
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __.
6b Report Out of Action Taken on Application for Reinstatement #17-18/#30, 31
Action: **Vote:** Yes __; No __; Absent __; Abstain __.
6c Report Out of Action Taken on Release Probationary Classified Employees #UCL-299
Action: **Vote:** Yes __; No __; Absent __; Abstain __.
6d Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-300, Pursuant to Article XXIII
Action: **Vote:** Yes __; No __; Absent __; Abstain __.
6e Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-301, Pursuant to Article XXIII
Action: **Vote:** Yes __; No __; Absent __; Abstain __.
6f Report Out of Action Taken on Consider Consider Non-Paid Leave of Absence Request for Certificated Employee #UC-1091, Pursuant to Article XX
Action: **Vote:** Yes __; No __; Absent __; Abstain __.
6g Report Out of Action Taken on Consider Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-302, Pursuant to Article XXIII
Action: **Vote:** Yes __; No __; Absent __; Abstain __.

7. Approve Regular Minutes of March 27, 2018.

1-7

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

8. Student Representative Reports: West High: Payton Bryant, Kailyn Hill; **Stein High:** Roy Rice; **Kimball High:** Chloe Ramos; **Tracy High:** Marti Rhinehart; **George Kelly School:** Lauren Liang, Jett Lasker, Blahmahsee Sarnor; **Williams Middle School:** Izaiah Quiroz., Rand Mudafr

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

9.1 West High School Presentation

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

10.1 Administrative & Business Services:

10.2 Educational Services:

- | | | |
|---------------|---|--------------|
| 10.2.1 | Receive Report from the Algebra Achievement Committee Regarding Mathematics | 8 |
| 10.2.2 | Receive Report on District School Safety for the 2017-2018 School Year | 9 |
| 10.2.3 | Receive Report on Proposed Advanced Placement Spanish Language and Culture Instructional Materials | 10-11 |
| 10.2.4 | Receive Report on Proposed Medical Forensics and Medical Assisting Instructional Materials | 12-13 |
| 10.2.5 | Receive Report on Developing Teacher Leadership, Professional Learning Communities (PLC) and Professional Development for Kimball High School (KHS) | 14-15 |

- 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 Human Resources:

- | | | |
|---------------|---|-----------|
| 12.1.1 | Receive Public Comments Regarding Negotiations with the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD) | 16 |
|---------------|---|-----------|

- 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 | 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 | 17-18 |
| 13.1.2 | Approve Accounts Payable Warrants (March, 2018) (Separate Cover Item) | 19 |
| 13.1.3 | Approve Payroll Reports (March, 2018) | 20-24 |
| 13.1.4 | Approve Revolving Cash Fund Reports (March, 2018) | 25-27 |
| 13.1.5 | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 28-30 |

13.1.6	Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	31-32
13.2	Educational Services:	
13.2.1	Approve Out of State Travel for Prevention Services Coordinator and Director of Alternative Programs to Attend the Second Step Leadership Institute in Seattle, WA on May 30-June 1, 2018	33-34
13.2.2	Ratify Overnight Travel for the Tracy High School Academic Decathlon Team to Attend the California Academic Decathlon State Finals in Sacramento, CA on March 22-25, 2018	35
13.2.3	Approve Memorandum of Understanding with San Joaquin County Office of Education for the Artists-In-Schools Program at Art Freiler School for the 2017-2018 School Year	36-37
13.2.4	Approve Overnight Travel for West High AVID College Caravan Club to Attend a Southern California College Tour on September 3-8, 2018	38
13.2.5	Approve Overnight Travel for West High School Cheer Teams to Attend the United Cheer Association's Cheer Camp in Lake Tahoe on June 12-15, 2018	39
13.2.6	Approve Overnight Travel for the Tracy High School Girls Varsity Volleyball Team to Attend the Hard Driven Volleyball Challenge Tournament in Clovis, CA on September 21-22, 2018	40
13.2.7	Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending April 15, 2018	41-42
13.2.8	Approve Agreement for Special Contract Services with Horacio Ferriz Geologic Engineering to Provide Physical Science Content Instruction to the TK-8 Teachers to Support Implementation of the California's Science Standards	43-46
13.2.9	Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt: International Center for Leadership in Education (ICLE) to Provide Professional Development for Rigorous Curriculum Design for the Common Core State Standards (CCSS) in English Language Arts (ELA) and Math for the 2018-2019 School Year	47-62
13.2.10	Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt: International Center for Leadership in Education (ICLE) to Provide Professional Development for All New Tracy Teachers in the Tracy Teacher Induction Program (TTIP) for the 2018-2019 School Year	63-68
13.2.11	Ratify Overnight Travel for the Kimball High School (KHS) Girls Basketball Team to Attend the Nor Cal First Round Game at St. Bernard's High School in Eureka, CA on March 6-8 2018	69
13.2.12	Approve Overnight Travel for the Tracy High School Mock Trial Team and Advisors to Attend the Golden State Mock Trial Invitational in Riverside, CA on May 3-6, 2018	70
13.2.13	Approve Overnight Travel for Twelve (12) Kimball High School (KHS) Model United Nations (MUN) Club Members and Advisor to Attend the UC Davis MUN Conference on May 18-20, 2018	71

- 13.2.14** Approve Agreement for Special Contract Services with Point Break Adolescent Services to Provide Mandatory Substance Abuse Counseling Services for the 2018-19 School Year **72-75**
- 13.2.15** Approve Agreement for Special Contract Services for the San Joaquin County Pride Center to Provide Training to School Counselors and Psychologists on Transgender Youth for the 2018-2019 School Year **76-79**
- 13.2.16** Approve Memorandum of Understanding and Agreement for Special Contract Services with Axis Community Health to Provide Mental Health Services to Four School Sites for the 2018-19 School Year **80-86**

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 **89-91**

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** Consider Claim No. 552702 **92**
Action: Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___
- 14.1.2** Adopt Revised Board Policy 7215 (a), Section VI, 6.1 (c), vi; and Adopt Revised Citizen's Bond Oversight Committee Bylaws, Section VI, 6.1 (c), vi to Remove the Requirement that One Member of the Committee Must be Involved in the Business of Agriculture and Add the Requirement that Two Members of the Committee Must be At-Large (First Reading) **93-108**
Action: Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___
- 14.1.3** Disband the Measure E and Measure S Citizen's Oversight Committees Pursuant to Board Policy 7215 (a) **109**
Action: Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___

14.2 Educational Services:

- 14.2.1** Approve Adoption of Instructional Materials for Freshman Seminar **110**
Action: Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___
- 14.2.2** Approve the Request to the California Department of Education to Authorize Earle E. Williams Middle School and Merrill F. West High School as School-wide Title I Programs **111-112**
Action: Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___

14.3 Human Resources:

- 14.3.1** Approve Variable Term Waivers for Special Education Teachers – Added Authorization in Special Education (AASE); Orthopedic Impairment **113-114**
Action: Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___
- 14.3.2** Adopt the District's Initial Bargaining Proposal for the California School Employees Association for the 2017-2018 School Year **115-119**
Action: Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___

14.3.3 Approve Practicum Agreement with San Jose State University for their School of Social Work **120-126**

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

14.3.4 Approve Job Description and Salary Placement for English Learner Program Coordinator **127-130**

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

14.3.5 Adopt Resolution No. 17-27 Authorizing Damio Towkaniuk to Teach Outside his Credential Authorization **131-132**

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

15. Board Reports: An opportunity for board members to discuss items of particular importance or interest in the district.

16. Superintendent's Report: An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.

17. Board Meeting Calendar:

17.1 May 8, 2018

17.2 May 22, 2018

17.3 June 12, 2018

17.4 June 26, 2018

18. Upcoming Events:

18.1 May 25, 2018

Last Day of School

18.2 May 26, 2018

Graduation: Tracy, West, Kimball

18.3 August 6, 2018

First Day of School 2018-19

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, March 27, 2018**

- 5:30 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, W. Gouveia, T. Guzman, G. Silva, J. Vaughn
Staff: B. Stephens, S. Harrison, C. Goodall, T. Jalique, B. Etcheverry
- 7:03 PM** 5. President Silva called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:**
- 6a** Action Taken on Findings of Fact #17-18/#65, 66, 70, 71
Action: On #66, 70, 71. Vaughn, Costa. **Vote:** Yes-7; No-0.
Action: On # 65. Costa, Vaughn. **Vote:** Yes-6; No-1(Arriola)
- 6b** Report Out of Action Taken on Application for Reinstatement #17-18/#29
Action: **Vote:** Yes-7; No-0.
- 6c** Report Out of Action Taken on Adopt Resolution #17-26, adopting the Release of Temporary Certificated Employees for the 2018-2019 School Year pursuant to the terms of the individual Temporary contracts as supported by Education Code Section 44920
Action: **Vote:** Yes-7; No-0.
- 6d** Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees #UC-1084, #UC-1085, #UC-1089, #UC-1090, Pursuant to Article XX
Action: **Vote:** Yes-7; No-0.
- 6e** Report Out of Action Taken on Consider Paid Leave of Absence Request for Classified Employee #UCL-296, Pursuant to Article XXIII
Action: **Vote:** Denied. Yes-7; No-0.
- 6f** Report Out of Action Taken on Release Probationary Classified Employees #UCL-297
Action: **Vote:** Released. Yes-7; No-0.
- 6g** Report Out of Action Taken on Release Probationary Classified Employees #UCL-298
Action: **Vote:** Released. Yes-7; No-0.
- Minutes:** 7. Approve Regular Minutes of March, 13, 2018
Action: Gilbert, Arriola. **Vote:** Yes-7; No-0.
- Employees Present:** A. Thompson, R. Gill, D. Schneider, B. Cashmere, D. Arbogast, S. Arbogast, M. Hill, K. Alaniz, L. Blanchard, R. Riddle, S. Strube, J. Stocking, K. Gornto, T.

Brown, S. McIntyre, J. Haggmark, J. Laister, J. Wimberley, K. Felisberto, C. Munger, B. Silver, S. Behnam

Press: None.

Visitors Present: P. Bryant, K. Hill, K. Powers, C. Ramos, M. Rhinehart, K. Rickman, Z. Boulware, K. Cefalo

Student Rep Reports: **8. West High:** Payton Bryant and Kailyn Hill commented that the baseball went 4-3 in the preseason and will be traveling to the Stanford invitational. Golf had their first league match. Multiple clubs performed at the Festival of Cultures. The Behnam girls did a great job. Drama has performed several plays. The WASC team met with students and they hope the school does well. Leadership made goodie bags to the team members. Trustee Arriola took part in a student town hall on March 12. It was interesting to voice their opinions and poise suggestions. The band program will hold a benefit for St. Jude's children's' hospital tomorrow night. Students are getting ready for the prom and it is sold out. They are looking forward to a night on the bay in San Francisco. Students are ready for spring break.

Stein High: A new representative will attend the next meeting.

Kimball High: Chloe Ramos reported that leadership is working on a spring fever rally. For spirit days for the theme of clash of the classes included fiesta vs. siesta, with each class having a different color. They also had lunchtime activities. The rally was the last one of the year and one of the best they have ever had. One rep from each class was pied in the face. Music and theater put on two great shows back-to-back. Sports teams are going strong and track is off to a great start setting new records. Students organized a senior citizen prom at Astoria gardens. They decorated and danced to a DJ and even nominated a prom king and queen.

Tracy High: Eli Arnaudo is reporting on behalf of Marti Rhinehart. Activities were held each day during lunch on various cultures. The festival consisted of an assortment of foods. CAASPP assessments are being taken and seniors are getting ready for a lot of activities. Softball is undefeated and baseball starts league in April. During lunch on March 16th students organized a tribute to the 17 who lost their lives during the recent school shooting. Seventeen desks were set up in the quad and you could read about each of them. Tracy High is working to become more unified than ever.

Monte Vista: Kelli Rickman, Zoe Boulware with the support of students from their leadership class presented a power point that included the activities at Monte Vista Middle School. They talked about the number of students who participated in the back-to-school dance, came to AVID movie night to raise money, increased reading levels, attended the talent, participated in crafts and games night, and in various fundraisers. Students raised over \$3,000 for Kids for Cancer. For the first time ASB elections were held and during lunch they had coed sports and spirit day competitions. Over 900 students expect to come to school, achieve and work hard in their classes, want them to feel safe, focus on positive examples and they formed the giant "17" in tribute to the lives lost in the Florida school shooting.

9.1 Adult School, DR/Willow

Director, Sam Strube, presented a power point regarding Adult School which reviewed the classes offered, and the expected outcomes: high school diploma, Delta College, employment or short term occupational programs. He also reviewed the funding sources. He then reviewed the program for Duncan Russell/Willow. Last year 41 students attended. They offer the back on track which targets 9-10th grade students. Reading levels are typically very low so they focus on reading and last year they were able to bring up reading scores by 1.5 levels. Most Willow students go back to their resident school, while DR students transfer over to Stein High. A video was shown that included adult school students talking about their experience and how important the classes have been to them to learn to speak English and to get their diploma. DR/Willow students were also on the video and they spoke about being able to catch up on their work, focus more and get additional credits. It is easier for them because there is less drama and that helps improve their grades. Their home life is better because they don't miss as much school. It is easier to connect and talk to teachers.

9.2 Stein High School

Principal Amy Thompson and teacher, Ranvir Gill, gave a presentation along with student Roy Rice. He will be the new board rep for Stein. Stein High is a place where everybody is somebody. They highlight students and their success. Students recommit to their priority of getting their diploma. Stein recently had their WASC visit. They revised their mission and vision statements and also gave goodie baskets to the WASC team. The WASC team also appreciated the students' portfolios. Vision class is an advisory class that students have once a week. They have had 44 graduates so far this year and 7 have transferred back to their traditional high school. The TYAP program is hosted at Stein and they have had 3 graduates. Students participated in many efforts together. This is the first year they get the traditional gong when they graduate.

Student Roy Rice will be graduating and is here to speak tonight. For graduation he will be presenting his portfolio on Thursday. It is a requirement, not an option. He is also the key club president and spoke about their activities. They have worked for the McHenry House and volunteered with TYAP for their Valentine's Day dance and blood drives. About 60 students donated blood today. They also have a canned food drive. Students have to do things they have never done at their high schools. Students will be participating in Hire Me First and have mock interviews and will also job shadow. They are trying to increase parent engagement and have the Grizzly Café for parents. Stein students have no failures, just discoveries. They are looking to continue to grow their program. They have monthly participation in career/college workshops. Students see past getting a diploma. They participate in quarterly awards assemblies and are getting back to basics.

9.3 Recognize Ken Cefalo from Main Street Music for his Support of Music in the Tracy Unified School District

Associate Superintendent of Educational Services, Dr. Sheila Harrison, recognized Ken Cefalo from Main Street Music for his support of music in the Tracy Unified

School District. Through his many talents, resources and contacts with the city, he has supported student concerts and countless community assemblies with many students participating. He donates his time, equipment, skill and support, including running the sound system and gives scholarships to students for instruction and equipment.

**Information &
Discussion Items:**

10.1 Administrative & Business Services: None.

10.2 Educational Services:

Receive Report on Proposed Instructional Materials for Freshman Seminar

Director of IMC, Dr. Debra Schneider and teacher Bond Cashmere, reviewed the process of the adoption for the Freshman Seminar course. The course purpose and materials available are analyzed, a presentation is made to curriculum council and then a recommendation is made from curriculum council. The recommendation was "Foundations for Success by Decker (2017)." There will be public review from March 13 through April 13, 2018, and an agenda item for adoption will be placed on the April 24th agenda. If adopted, these will be in place for the 2018-19 school year.

**Hearing of
Delegations**

11. Scott Arbogast is a special ed teacher at Kimball High. His IEP caseload is too large to manage and teach effectively. He feels he does not have enough prep time and is working over 55 hours a week to complete paperwork. He is not compensated enough. He feels disrespected. He doesn't think there should be special ed meetings on Fridays. He loves teaching the students and feels that cutting programs to save money is not the right solution.

Sharelle McIntyre has been a para for the last 7 years at TUSD and is the mother of a 14-year old daughter. She started with the county program in 2006 and when it was time to go to high school she requested a transfer and was denied due to space. After numerous IEP meetings, her transfer was approved. Her daughter was suspended several times over 6-8 weeks. It was determined that her behavior was based on her disabilities and was sent back to Tracy High. The district filed a temporary restraining order. She is cognitively between the ages of 2-5 years old and she has no idea what is going on. She requires a lot of services and feels the administration is against her and unnecessarily this to remove her from the district.

Judith Haggmark enjoyed the presentation from Willow, Duncan Russell and Stein. Many of her students end up in those programs and are successful. She spoke last fall about her concern with the number of caseloads. SDC has increased from 28 to 35 and as affected the West High teachers. It is hard to retain teachers and provide the best services. She feels that getting it down to 28 would be such a help. She knows it is expensive but we need to provide for our students.

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: 13.1.3 As amended. Vaughn, Costa. **Vote:** Yes-7; No-0.

Action: 13.1.2 Guzman, Costa. **Vote:** Yes-6; No-0; Abstain-1(Arriola)

13.1 Administrative & Business Services:

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

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

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

13.2 Educational Services:

13.2.1 Ratify Contract with the California Highway Patrol; and Request Overnight Travel for Twenty one Students and Six Advisors from Kimball High and Delta Charter Schools to participate in the California Highway Patrol's Every 15 Minutes Program at Kimball High School on April 19-20, 2018

13.2.2 Approve Out of State Travel for Two Art Freiler School Administrators and One Teacher to Attend the Kagan Cooperative Coaching in Orlando, FL on July 13-16, 2018

13.2.3 Approve Out of State Travel for the Principal of South/West Park School to attend the National School Discipline Conference in Las Vegas, Nevada on July 10-13, 2018

13.2.4 Approve Out of State Travel for Sarah Rockey to Attend the National Teaching Proficiency through Reading and Storytelling (TPRS) Conference in Danvers, MA on July 9-13, 2018

13.2.5 Approve Out of State Travel for up to 8 Teachers and 2 Administrators from Williams Middle School to Attend the Professional Learning Communities at Work Institute in Las Vegas, NV on June 6-8, 2018

13.2.6 Ratify Agreement for Special Contract Services with American River Speech for Independent Educational Evaluation/AT/AAC Assessment

13.2.7 Approve Out of State Travel for the Stein High School Principal and Two Teachers to Attend the Model Schools Conference in Orlando, FL on June 23-28, 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 Approve Revision to Business and Noninstructional Board Policy BP 1230 and Acknowledge Revision to Administrative Regulation AR 1230 School-Connected Organizations (Second Reading, Intent to Adopt

Action: Costa, Arriola. **Vote:** Yes-6; No-0; Abstain-1(Silva)

14.1.2 Approve Resolution No. 17-23 A Resolution of the Board of Education

of Tracy Unified School District Authorizing the Issuance and Sale of 2014 Election, Series 2018 General Obligation Bonds of School Facilities Improvement District No. 3 of Tracy Unified School District in the Aggregate Principal Amount of Not to Exceed \$30,000,000, and Approving and Authorizing All Related Documents and Actions

Action: Gouveia, Vaughn. **Vote:** Yes-7; No-0.

14.2 Educational Services: None.

14.3 Human Resources:

14.3.1 Adopt Resolution 17-25, Authorizing the Elimination of Certain Classified and Classified Confidential Management Positions Due to Lack of Work or Lack of Funds

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

14.3.2 Approve Increase to the Substitute Teachers Salary Schedule effective July 1, 2018

Action: Gilbert, Arriola. **Vote:** Yes-7; No-0.

14.3.3 Approve Administrative Intern Agreement with Teachers College of San Joaquin

Action: Gouveia, Guzman. **Vote:** Yes-7; No-0.

14.3.4 Approve Agreement with Teachers College of San Joaquin for Teachers Working on Their Preliminary Administrative Credential

Action: Gouveia, Vaughn. **Vote:** Yes-7; No-0.

14.3.5 Approve Teacher Intern Agreement with Teachers College of San Joaquin

Action: Arriola, Guzman. **Vote:** Yes-7; No-0.

14.3.6 Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2017-2018 School Year

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

Board Reports:

Trustee Costa attended the WASC meeting at West High. The jazz band did a great job as well as the JROTC. She attended the West High journalism class forum on student safety. Board members, administration and some community members were invited to attend and answer questions. She suggested they do research on existing laws, existing board policies, and on who is funding various programs. whether it is the state, federal or local level. She is encouraged by what she heard. She also reminded everyone to pay attention and if you see something, say something. Students also have responsibility towards fellow students. Pay attention to them. Trustee Vaughn acknowledged Monte Vista for a great job on their presentation tonight. He attended college with Mr. Doyle and they starting teaching the same year. He thanked all staff and Dr. Stephens for allowing our students to have a voice in the March 14 student protest. It was good to see our schools provide a safe space for kids to express themselves and he liked the Monte Vista students' formation of the number 17. Trustee Gouveia enjoyed the Adult School presentation. The videos were great. Stein also did an awesome job. He attended the WASC meeting for West High and wishes them well. Science Blast took place on March 20th. He could not have done it without TUSD. There were a lot of challenges. TUSD high school students were the teachers for the 5th graders. Stockton Unified had 13 classes that did not show up. He enjoyed the journalism class forum at West High and their questions. There is a documentary

on Dolores Huerta on channel 26 tonight. Trustee Guzman thanked everyone for the presentations tonight. They very impressive. He appreciates Ken Cefalo and congratulated him. He attended the facilities meeting. The bond money will finish off the projects we have at Central and Clover and will be starting at North School. Trustee Arriola was at the March 14th walkout at West High. He was proud that we had no arrests of our students. It was powerful to see the kids in the quad while holding hands. He went to Science Blast. His childhood heroes were Jose Hernandez and Dolores Huerta. He spoke with the Bulldog Jaguar project at Poet Christian School about the legal repercussions on sexting. He attended the mental services commission planning meeting. Trustee Gilbert attended the WASC meeting and the Pride presentation. She will be going to the coffee clutches presented by the counselors once a month at Tracy High. Trustee Silva appreciates the presentations. He attended the facilities meeting and reviewed the various projects underway. These funds were previously approved by the voters. He attended the WASC meet and greet at West High and the forum for the journalism class. It was a talented group of students and they asked good questions. He feels our future is safe with the future leaders coming up. He reminded everyone that Spring Break is next week and to be safe.

**Superintendent
Report:**

Dr. Stephens congratulated and thanked Ken Cefalo. The West High WASC visit was during a very stressful time and on the weekend we had a false report of a possible shooting. He would like to recognize Dr. Boswell and his staff for doing a magnificent job. What stood out to him was the number of students that showed up to hear the WASC read out. It showed a strong commitment by the students. During the last two weekends he attended Kimball High's *Robin Hood* and Kelly School's *Return of the Glass Slipper*. They were very well done. He knows it takes a lot of time from students, teachers and parents. We are very lucky to have great theater performances two weekends in a row.

Adjourn: 8:51 pm

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 29, 2018
SUBJECT: **Receive Report from the Algebra Achievement Committee Regarding Mathematics**

BACKGROUND: During the 2017-2018 school year, the District established an Algebra Achievement Committee to explore ways to improve algebra instruction and SBAC scores at the high school level. The committee includes staff from Educational Services, High School Principals, Assistant Principals and High School Math Department Chairs.

RATIONALE: This agenda item provides a report to the Board of Education regarding the efforts made to improve algebra instruction and SBAC scores at the high school level. 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: There is no cost for this Report.

RECOMMENDATION: Receive Report from the Algebra Achievement Committee Regarding Mathematics

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 26, 2018
SUBJECT: Receive Report on District School Safety for the 2017-2018 School Year

BACKGROUND: With the most recent school shootings and school walkouts, school safety is at the forefront of many discussions within school districts across the nation. Tracy Unified School District is working to keep all of the schools within the District safe. This could include anything from the physical facilities to the safety drills implemented at each school site.

RATIONALE: This agenda item provides a report to the Board of Education regarding efforts being made to keep schools within Tracy Unified School District safe, as well as procedures and ideas that may yet be implemented. This agenda item meets District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No Cost for this Report.

RECOMMENDATION: Receive Report on District School Safety for the 2017-2018 School Year.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: April 9, 2018
SUBJECT: Receive Report on Proposed Advanced Placement Spanish Language and Culture Instructional Materials

BACKGROUND: The College Board revised the course standards and exam for the Advanced Placement (AP) Spanish Language and Culture course. The College Board establishes the curriculum frameworks for all Advanced Placement courses. Teachers of this course requested an adoption committee for new instructional materials and began meeting in the Fall of 2017. Three AP Spanish Language teachers met to develop criteria for evaluating instructional materials according to the AP framework, reviewed several programs, and narrowed their evaluation to two programs.

Using Tracy Unified School District's (TUSD) instructional materials evaluation and selection process, the committee analyzed instructional materials at the program and the unit/chapter level. The committee selected Vista's *Temas*, by Draggett, Conlin, Ehram, & Millan, to be published in 2019. The committee reviewed the 2014 edition; however, will wait for the 2019 edition, which will allow TUSD to make a six-year purchase of the digital materials that accompany the new text. In addition, the 2019 edition will have even more primary source documents, a valued element of the 2014 edition. TUSD would purchase and implement the materials as soon as they are available, mid-year in 2018-19.

This selection was presented to the Curriculum Council on April 12, 2018. The Curriculum Council is recommending Vista's 2019 edition of *Temas*. Community members informed of the adoption process and this recommendation through newspaper announcements and a public review period of materials at the Instructional Media Center.

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

- Is well-aligned to the six new themes in the College Board AP Spanish Language and Culture curriculum framework.
- Presents opportunities for rigorous and relevant oral practice of the language in a wide variety of contexts, including using digital speaking and listening software
- Includes a rich set of primary source documents for reading and interpretation
- Offers grammar practice that is suited to the needs of both native and non-native speakers

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

FUNDING: Funding for the purchase of recommended materials will not exceed \$27,600; and will be provided by Local Control Funding Formula funds reserved for the purchase of instructional materials.

RECOMMENDATION: Receive Report on Proposed Advanced Placement Spanish Language and Culture Instructional Materials.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: April 9, 2018
SUBJECT: Receive Report on Proposed Medical Forensics and Medical Assisting Instructional Materials

BACKGROUND: Kimball High School's Medical and Health Services Academy plans to expand in 2018-19 to provide two electives for juniors: Medical Forensics and Medical Assisting. These courses will give students opportunities to learn about occupations available to them in the medical fields.

The academy's design team met to analyze instructional materials for both courses. They used the District evaluation and selection process to determine two programs for each course, then analyzed competing programs at the program level and at the unit/chapter level. The team determined the best book for each course. The Curriculum Council received their presentation on April 12, 2018, and is making this recommendation to the Board. Community members have been made aware of the adoption process through public announcements and public review of materials at the Instructional Media Center.

For Medical Forensics, the Curriculum Council is recommending *Forensic Science: Fundamentals and Investigations*, 2nd edition, by Bertino & Bertino (2016) published by Cengage.

For Medical Assisting, the Curriculum Council is recommending *Kinn's The Medical Assistant: An Applied Learning Approach*, 13th edition, by Proctor, Niedzwiecki, Pepper, Madero (2016) published by Elsevier.

RATIONALE:

The textbook being recommended for Medical Forensics demonstrates the highest correlation to the following evaluation criteria:

- Included labs are relevant, detailed, require higher order thinking
- Teacher Edition gives good direction for differentiation
- Materials engage students' interests
- Digital access provides materials that increase relevance and differentiation

The textbook being recommended for Medical Assisting demonstrates the highest correlation to the following evaluation criteria:

- Better aligned to CTE course outline than other available programs
- Includes multiple formative and summative assessment opportunities
- Provides clear outlines and lesson objectives for teachers
- Includes recommended activities to support lesson planning
- Provides a clear outline of skills needed for Medical Assistant certification

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

FUNDING: The purchase of recommended materials for Medical Forensics is not to exceed \$12,000. The purchase of recommended materials for Medical Assisting is not to exceed \$6,000. Both will be purchased using Local Control Funding Formula monies reserved for the purchase of instructional materials.

RECOMMENDATION: Receive Report on Proposed Medical Forensics and Medical Assisting Instructional Materials.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: April 11, 2018
SUBJECT: Receive Report on Developing Teacher Leadership, Professional Learning Communities (PLC) and Professional Development for Kimball High School (KHS)

BACKGROUND: In June of 2017, the Associate Superintendent and the Program Administrator of Staff Development attended ICLE's Model Schools' Conference. At the conference, the Program Administrator attended two sessions regarding Farrington High School, a Model School; one presented by the school itself and one presented by Jim Warford. Around the same time, Kimball High School (KHS) was introduced to ICLE Executive Coach, Jim Warford, through the District's initiative: Relevance, Rigor and Relationships (3RRRs). Conversations with Mr. Warford regarding effective teacher leadership models always came back to the Model School, Farrington High School in Honolulu, Hawaii. Under the 3RRR initiative, and with the need to build effective Professional Learning Communities (PLC) at the site, the model used at the Model School seemed to be an excellent fit for Kimball; a team of three teachers, Kimball's Principal, and Program Administrator traveled to Farrington in September of 2017 to see the model in action.

During the visit, the team saw how Farrington coordinates their PLC, how they conduct staff weekly trainings, how they empower teachers to teach teachers on how to ensure relationships, relevance and rigor are in every classroom, in the halls and within the school community as a whole. The team saw how Farrington uses a teacher leadership team to make decisions, how that teacher leadership team promotes staff interaction and embeds professional development into the school calendar, and how the teacher leadership team works with administration to ensure that all teacher voices are heard.

Since the visit to the Model School, KHS has begun to implement a similar model that fits Kimball. What was learned impacts Kimball daily—from a new focus at staff meetings, to intentional walkthroughs, to educational conversations that center on empowering teacher leaders, to empowering teacher leaders to lead professional development—and it all centers around the current District initiative centered on the 3RRRs.

RATIONALE: The following progress has been made at KHS

- KHS has changed how Early Release Monday (ERM) time is used to be more efficient and meaningful.
- The KHS Pilot Teacher Leadership Team hosted a Buy Back Day (BBD): 32 out of 61 teachers attended (52.4%)

- The feedback from the hosted BBD could not have been more powerful in nature
- Teachers from KHS posted on the TEA website how wonderful and meaningful the BBD training they received was (from the first 12 participants of the online survey)—
 - I learned what differentiation instruction is and multiple ways to implement it in my class
 - Because of the workshop, I plan to implement: accommodations, changing the way I teach and grade things
 - I want to try a differentiated instruction lesson next week in economics where I use different set of instructions with varying sets of rules
 - I want to know more about how to bring this type of workshop back to Kimball and do more of these in the future
 - This was the best workshop I have been to in the four years I have been a part of Tracy Unified
 - It would be great if teachers can lead in the future. Their knowledge of the classroom helped make the strategies clearer
 - I plan to implement the opportunity of choice for students to show what they know about any subject
 - This was a great BBD. All the teachers were very engaged, the explanation of differentiation was clear, and it was enjoyable. I loved how it was teacher-led and how they were from different subjects. As a school, we became closer and were able to feed off the ideas of others. Instead of just being talked to and given confusing and contradicting sheets we experienced strategies in which we helped clarify and identify differentiation
 - A BIG thank you to our teachers who spent countless hours working and planning for the session. I can't speak enough about how nice it is to listen to new people who show passion and excitement. Building the community at KHS with people who share the same vision is refreshing. THANK YOU THANK YOU THANK YOU!
- Applications were distributed for the first ever Kimball Leadership Team (KLT)
- Selections were made for the KLT, which consists of eight teachers
- The KLT selected a Coordinator, Chris Munger
- On their own time, the KLT attended a Team Building Activity in Livermore
- The KLT was tasked by the staff to finalize a staff initiated Staff Mission Statement
- The KLT is working towards leading their first ERM professional development day

RECOMMENDATION: Receive Report on Developing Teacher Leadership, Professional Learning Communities (PLC) and Professional Development for Kimball High School (KHS).

FUNDING: District Title I funds paid for the visit to Farrington. Teacher leaders are paid directly out of site funds. There is no cost for this report.

Prepared by: Rob Pecot, Principal, Kimball High School



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: April 4, 2018
SUBJECT: Receive Public Comments Regarding Negotiations with the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD)

BACKGROUND: The California School Employees Association (CSEA), has submitted their Sunshine Proposal for a Successor Agreement for the 2017-2018 school year at the regularly scheduled board meeting on March 13, 2018. The District presented their initial bargaining proposal at the board meeting on March 27, 2018.

RATIONALE: This item is intended to provide an opportunity for the public to Comment as provided in Government Code 3547 regarding negotiations.

FUNDING: N/A

RECOMMENDATION: Receive Public Comments Regarding Negotiations with the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD).

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: March 26, 2018
SUBJECT: **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District**

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

Tracy High School:

1. Tracy Unified School District/Tracy High School: From the Rajesh Kumar Arora for the amount of \$500.00 (ck. #223). This donation is a contribution to the Prithvi Raj Scholarship Fund for the 2017/2018 school year.
2. Tracy Unified School District/Tracy High School: From Leprino Foods for the amount of \$1,000.00 (ck. #1010136909). This donation will go towards Ag Science senior projects.
3. Tracy Unified School District/Tracy High School: From America's Music Teacher for the amount of \$791.00 (ck. #134). This donation will benefit Tracy High School's band program.
4. Tracy Unified School District/Tracy High School: From Greg and Dana Roberson for the amount of \$500.00 (ck. #6338). This donation is a contribution to the Dorwin Hathorn Scholarship for the 2018/2019 school year.
5. Tracy Unified School District/Tracy High School: From Patricia Robidart for the amount of \$1,500.00 (ck. #2721). This donation is a contribution to the Joe Alvarez Scholarship for the 2017/2018 school year.
6. Tracy Unified School District/Tracy High School: From WePay for the amount of \$3,821.61 (ck. #0023844919). This donation was made through the Snap Raise platform and it will benefit Tracy High School's orchestra.
7. Tracy Unified School District/Tracy High School: From JacketBack Embroidery for the amount of \$600.00 (ck. #3625). This donation stems from the 2017 Positive Preps Fundraiser and it will benefit Tracy High School's athletic program.

West High School:

1. Tracy Unified School District/West High School: From Tracy Firefighters Charity Local #3355 for the amount of \$500.00 (ck. #1184). This donation will benefit West High School's child development program.
2. Tracy Unified School District/West High School: From Tracy Firefighters Charity Local #3355 for the amount of \$500.00 (ck. #1185). This donation will benefit West High School's AFJROTC program. Funds will be used to help send cadets for Cadet Leadership Camp this summer.

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, Assoc. Superintendent of Business Services
DATE: April 10, 2018
SUBJECT: Approve Accounts Payable Warrants (March, 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 (March, 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: April 10, 2018
SUBJECT: **Approve Payroll Reports (March, 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 Report (March, 2018).

Prepared by: Reed Call, Director of Financial Services.

Pay Date 03/09/2018

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund 01	SACS Object	Amount	
	1100	428,641.50	Teachers' Salaries
	1200	1,002.59	Cert Pupil Support Salaries
	1300	1,094.00	
	1900	49,593.19	Other Certificated Salaries
	2100	174,055.86	Instructional Aides' Salaries
	2200	91,169.63	Classified Support Salaries
	2400	13,216.62	Clerical & Office Salaries
	2900	11,346.45	Other Classified Salaries
	Total Labor	770,119.84	
Fund 01	SACS Object	Amount	
	3101	51,200.88	STRS On 1000 Salaries
	3201	248.50	PERS On 1000 Salaries
	3202	6,268.52	PERS On 2000 Salaries
	3301	8,734.89	
	3302	15,415.82	
	3501	239.93	State Unemploy On 1000 Salary
	3502	144.89	State Unemploy On 2000 Salary
	3601	9,239.03	Worker'S Comp Ins On 1000 Sal
	3602	5,574.16	Worker'S Comp Ins On 2000 Sal
	Total Contributions	97,066.62	
Fund 11	SACS Object	Amount	
	1100	18,949.66	Teachers' Salaries
	1200	1,773.82	Cert Pupil Support Salaries
	2100	2,010.65	Instructional Aides' Salaries
	2400	1,995.23	Clerical & Office Salaries
	Total Labor	24,729.36	
Fund 11	SACS Object	Amount	
	3101	2,254.81	STRS On 1000 Salaries
	3202	220.71	PERS On 2000 Salaries
	3301	289.30	
	3302	271.74	
	3501	10.35	State Unemploy On 1000 Salary
	3502	1.99	State Unemploy On 2000 Salary
	3601	398.60	Worker'S Comp Ins On 1000 Sal
	3602	77.05	Worker'S Comp Ins On 2000 Sal
	Total Contributions	3,524.55	
Fund 12	SACS Object	Amount	
	2100	3,667.31	Instructional Aides' Salaries
	2900	388.24	Other Classified Salaries
	Total Labor	4,055.55	
Fund 12	SACS Object	Amount	
	3102	41.58	STRS On 2000 Salaries
	3202	53.95	PERS On 2000 Salaries
	3302	173.21	
	3502	2.05	State Unemploy On 2000 Salary
	3602	78.00	Worker'S Comp Ins On 2000 Sal
	Total Contributions	348.79	

Fund 13	SACS Object	Amount	
	2200	17,236.77	Classified Support Salaries
	Total Labor	17,236.77	

Fund 13	SACS Object	Amount	
	3202	437.05	PERS On 2000 Salaries
	3302	790.11	
	3502	8.67	State Unemploy On 2000 Salary
	3602	331.53	Worker'S Comp Ins On 2000 Sal
	Total Contributions	1,567.36	

ESCAPE ONLINE

Pay Date 03/30/2018

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	4,701,946.51	Teachers' Salaries
		1200	279,726.91	Cert Pupil Support Salaries
		1300	520,968.22	Cert Suprvsrs' & Admins' Sal
		1900	66,773.77	Other Certificated Salaries
		2100	378,816.48	Instructional Aides' Salaries
		2200	715,274.01	Classified Support Salaries
		2300	170,555.48	Class Suprvsrs' & Admins' Sal
		2400	415,451.04	Clerical & Office Salaries
		2900	39,172.19	Other Classified Salaries
		Total Labor	7,288,684.61	
Fund	01	SACS Object	Amount	
		3101	781,476.04	STRS On 1000 Salaries
		3102	3,679.58	STRS On 2000 Salaries
		3201	24,159.90	PERS On 1000 Salaries
		3202	253,424.01	PERS On 2000 Salaries
		3301	78,973.44	
		3302	119,985.14	
		3401	565,405.05	
		3402	241,483.70	
		3501	2,784.90	State Unemploy On 1000 Salary
		3502	858.28	State Unemploy On 2000 Salary
		3601	107,127.75	Worker'S Comp Ins On 1000 Sal
		3602	33,070.04	Worker'S Comp Ins On 2000 Sal
		3701	62,698.51	
		3702	32,036.47	
		Total Contributions	2,307,162.81	
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	121,361.54	Classified Support Salaries
	2300	32,818.24	Class Suprvsrs' & Admins' Sal
	2400	12,102.67	Clerical & Office Salaries
	Total Labor	166,282.45	
Fund 13	SACS Object	Amount	
	3202	21,421.41	PERS On 2000 Salaries
	3302	11,457.80	
	3402	15,999.79	
	3502	83.13	State Unemploy On 2000 Salary
	3602	3,198.51	Worker'S Comp Ins On 2000 Sal
	Total Contributions	52,160.64	

ESCAPE ONLINE



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: April 10, 2018
SUBJECT: Approve Revolving Cash Fund Reports (March, 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 (March, 2018).

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

04/02/18

TUSD
REVOLVING CASH FUND
March 2018

Date	Num	Name	Memo	Paid Amount
03/02/2018	9382	WEST SIDE PIONEER ASSOCIATI...	PO18-01715 Jacobson Elementary	
			01-0000-0-1110-1000-5800-250-3083	-160.00
TOTAL				-160.00
03/02/2018	9383	California Assoc. for Behavior An...	Conference 3/9-10/2018 Costa;Westcott	
			01-0000-0-5770-1110-5200-800-2323	-524.00
TOTAL				-524.00
03/02/2018	9384	SOLUTION TREE	Conference 3/7-8/2018 WMS Ajinder Hundal	
			01-3010-0-1110-2140-5200-800-2744	-669.00
TOTAL				-669.00
03/02/2018	9385	SOLUTION TREE	Conference 3/7-8/2018 WMS Chris Beaken	
			01-3010-0-1110-2140-5200-800-2744	-669.00
TOTAL				-669.00
03/05/2018	9386	PREMIER FOOD SAFETY	ServSafe Training 3/12/18 M Piwowarski	
			13-5310-0-0000-3700-5200-800-9802	-139.00
TOTAL				-139.00
03/09/2018	9387	So. California Superintendents	Conference 5/3-5/2018 Dr. Brian Stephens	
			01-0000-0-0000-7150-5200-800-1001	-150.00
TOTAL				-150.00
03/09/2018	9388	Hotel Maya - a Doubletree by Hilton	Conference 5/3-5/18 Dr. Brian Stephens	
			01-0000-0-0000-7150-5200-800-1001	-484.46
TOTAL				-484.46
03/13/2018	9389	Renee Riddle	Return sub deduct	
			01-1100-0-1110-2420-2200-349-8999	-57.90
TOTAL				-57.90
03/15/2018	9390	Euro Star Cafe LLC	PO18-02337 WASC visit lunch	
			01-0000-0-1110-1000-4300-700-1006	-58.20
TOTAL				-58.20
03/15/2018	9391	Taqueria Las Comadres	PO18-02339 WASC visit lunch	
			01-0000-0-1110-1000-4300-700-1006	-69.28
TOTAL				-69.28

04/02/18

TUSD
REVOLVING CASH FUND
March 2018

Date	Num	Name	Memo	Paid Amount
03/15/2018	9392	Panera Bread	PO18-02363 WASC visit lunch	
			01-0000-0-1110-1000-4300-700-1006	-57.98
TOTAL				-57.98
03/23/2018	9393	The National Alliance for Insuran...	PO18-02403 Dues & Membership Dr. Casey G...	
			01-0000-0-0000-7200-5300-800-9112	-55.00
TOTAL				-55.00
03/26/2018	9394	CASHIER DEPT. OF PESTICIDE R...	Gilbert Guzman Reexamination Fee 5/19/2018	
			01-8150-0-0000-8110-5200-800-9502	-100.00
TOTAL				-100.00
03/26/2018	9395	CABE	Conference 3/28-31/2018 Marji Baumann	
			01-3010-0-1110-1000-5200-130-2744	-810.00
TOTAL				-810.00
03/26/2018	9396	CABE	Conference 3/29/18 Carrera, Ayubi, Morales	
			01-3010-0-1110-2140-5200-340-3002	-795.00
TOTAL				-795.00
03/26/2018	9397	CABE	Conference 3/29/2018 Gomez, Lambertson	
			01-3010-0-1110-2140-5200-340-3002	-530.00
TOTAL				-530.00
03/26/2018	9398	CABE	Conference 3/29/2018 Huber, Theall	
			01-3010-0-1110-2140-5200-340-3002	-530.00
TOTAL				-530.00
03/29/2018	9399	CITY OF STOCKTON	PO18-02480 SWP Preschool Pixie Woods	
			12-6105-0-7110-1000-5800-400-3002	-255.00
TOTAL				-255.00



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 11, 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
APRIL 24, 2018
SUMMARY OF SERVICES

-
- | | | |
|----|------------------|---|
| A. | Vendor: | Department of General Services/Office of Administrative Hearings |
| | Site: | District Education Center |
| | Item: | Standard Agreement |
| | Services: | The Office of Administrative Hearings will furnish the services of Administrative Law Judges to TUSD for the purpose of conducting hearings pursuant to Government Code section 27727, including settlement hearing, mediations and other alternative dispute resolution proceedings. |
| | Cost: | Not to exceed \$48,000.00. |
| | Project Funding: | General Fund |
-
- | | | |
|----|------------------|--|
| B. | Vendor: | Fresno County Office of Education (Cyber High) |
| | Sites: | Tracy High, West High, Kimball High, Duncan Russell Continuation High School, Willow Community Day School |
| | Item: | Approve Agreement to purchase and access unlimited Cyber High Credit Recovery Course Licenses for the 2018-2019 School Year (Yearly Renewal) |
| | Services: | Since 2008, Tracy Unified has partnered with the Fresno County Office of Education to access online credit recovery courses for high school students in need of making up failed courses. This program has supported students at Duncan Russell, Willow Community Day School, George and Evelyn Stein Continuation School, as well as the three district comprehensive high schools. Courses are available to students during the school year and through summer school. Over the past six years, use of Cyber High for credit recovery has increased significantly. This program has greatly enabled students to accelerate the completion of credits to meet the graduation requirement in a timely fashion. The District only allows the access of Cyber High's approved a-g courses. |
| | Cost: | \$43,605.00 for unlimited course licenses for 2018-2019 |
| | Project Funding: | LCAP Funds; Goal 1, Actions 24 and 25: Credit Recovery is provided to all unduplicated students by providing an accelerated online program, Cyber High, each summer as well as before, after, and during the school day. |
-
- | | | |
|----|------------------|--|
| C. | Vendor: | IO Education LLC |
| | Site: | Tracy Unified School District |
| | Item: | Master Services Agreement |
| | Services: | Annual license for the student assessment data warehouse and related training. Agreement also includes GradeCam licensing to grade end of the course exams at the high school level. |
| | Cost: | \$70,216.00 |
| | Project Funding: | General Fund |
-

D. Vendor: E3 Advisors
Site: Bohn Elementary School
Item: Agreement
Services: Per the request of the Louis Bohn Parent/Teacher Organization, E3 Advisors will conduct an audit of the PTO's activities accounting and reporting and related internal controls.
Cost: \$200 per hour, not to exceed \$5,000.00
Project Funding: General Fund

E. Vendor: Famand, Inc., dba Indoor Environmental Services
Site: Poet-Christian School
Item: Amendment No. 2
Services: Additional scope as shown in attached Amended Appendix A-2; includes interior and exterior lighting installation, HVAC system replacements and wall mounted heat pump system replacements at Poet-Christian School.
Cost: \$664,495.00
Project Funding: Proposition 39 Energy Funding and Deferred Maintenance

F. Vendor: Emergent Technology Services
Site: West High School – Renovation of Finishes
Item: Estimate – Ratify
Services: Remove and install existing projectors in preparation for the renovation of finishes in the MS building second floor classrooms.
Cost: \$5,850.00
Project Funding: Unrestricted General Fund/Deferred Maintenance



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 11, 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
APRIL 24, 2018
SUMMARY OF SERVICES

A. Vendor: Rainforth Grau Architects
Site: North School Renovation
Item: Agreement
Services: Architectural services, which include but are not limited to providing Division of State Architect approved plans and specifications for the construction of a new two-story classroom building which will include the administration office and library. Three new classrooms to accommodate special education classes, as well as upgrade specified classrooms with new roofing, HVAC systems, electrical and technology systems and security and student safety.
Cost: \$1,965,600.00 Estimated + Reimbursables
Project Funding: Measure B Bond Fund and State School Building Fund (SSBF)

B. Vendor: Clark & Sullivan Construction and Broward Builders, Inc. a Joint Venture
Site: Clover School (TLC) Renovation
Item: Change Order #5 - Ratify
Services: Scope of work documented on the change order summary.
Cost: \$16,415.00 Deduction to contingency allowance previously included in contract.
Project Funding: Measure B Bond Fund, SSBF, Charter School Facilities Program and Prop. 39 Energy Funding



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 27, 2018
SUBJECT: **Approve Out of State Travel for Prevention Services Coordinator and Director of Alternative Programs to Attend the *Second Step* Leadership Institute in Seattle, WA on May 30-June 1, 2018**

BACKGROUND: The Tracy Unified School District (TUSD) Prevention Services Coordinator and Director of Alternative Programs will travel to Seattle, WA, for the *Second Step* Leadership Institute. The *Second Step* Program is suitable for districts, schools, and communities of any size and in any location. It offers stand-alone, age-appropriate programs for early learning, elementary, and middle school classrooms. In classrooms from early learning through grade eight, students learn invaluable skills that help them navigate their way through school as well as their community. The *Second Step* Program's age-appropriate games, activities, and media engage students and set children on a path to lifelong success. The *Second Step* Social-Emotional Learning (SEL) Program gives students the tools to excel in and out of the classroom. It's easy-to-teach program garners outstanding reviews from educators who have noticed school-wide improvement and see even the most challenging students make progress in emotion management, situational awareness, and academic achievement.

TUSD is currently in year one of initial implementation of providing the *Second Step* Curriculum to all students in Tier 1, TK through 5th grades, to address the social-emotional needs of TUSD students. Year two of the Program will be a time to increase to partial and full implementation with the Leadership Institute to address the high suspension rates in TUSD. Specifically, the Suspension Indicator demonstrating red for our students with disabilities and Foster Youth on the California School Dashboard.

RATIONALE:

The *Second Step* Leadership Institute is an opportunity to learn directly from experts about systemic implementation strategies and collaborate with peers from around the country. From day one, the dynamic exchange of ideas generates valuable suggestions to use in schools to support social-emotional learning for students and staff. Goals of the Leadership Institute include:

- Learn to create and support a successful, systemic *Second Step* program implementation.
- Develop, maintain, and benefit from a working professional learning community devoted to sustainable district-wide *Second Step* implementation.
- Create, implement, and refine a customized, comprehensive *Second Step* implementation plan for your district using the tools and templates provided.

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

FUNDING: Lodging and transportation costs will total approximately \$4,000.00 to \$4,500.00. Funding source will be LCFF funds and LCAP Goal 2 Action 3.

RECOMMENDATION: Approve Out of State Travel for Prevention Services Coordinator and Director of Alternative Programs to Attend the *Second Step* Leadership Institute in Seattle, WA on May 30-June 1, 2018.

Prepared by: Mrs. 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: March 16, 2018
SUBJECT: **Ratify Overnight Travel for the Tracy High School Academic Decathlon Team to Attend the California Academic Decathlon State Finals in Sacramento, CA on March 22-25, 2018**

BACKGROUND: The Tracy High School Academic Decathlon team traveled to Sacramento, and participated in the California Academic Decathlon State Finals. Teacher/Advisor, Mr. Oscar Mendez accompanied and chaperoned the nine members of the starting team. Mr. Mendez transported the team in a District van. The team stayed at the Hyatt Regency Sacramento in Sacramento, CA on March 22-25, 2018. Ratification is necessary as this is Mr. Mendez's first year as advisor and was not aware of the procedures for overnight trips.

RATIONALE: After winning the San Joaquin County Academic Decathlon, Tracy High's team represented San Joaquin County in the State Finals and competed against approximately 60 other schools from every county in the State. This Agenda request aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost did not exceed \$4,100. The San Joaquin County Office of Education paid the competition registration fee of \$600 and will reimburse Tracy Unified School District for the transportation cost. The Superintendent's Account Budget will cover the rest of the cost.

RECOMMENDATION: Ratify Overnight Travel for the Tracy High School Academic Decathlon Team to Attend the California Academic Decathlon State Finals in Sacramento, CA on March 22-25, 2018.

Prepared by: Jason Noll, Principal, Tracy High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 20, 2018
SUBJECT: Approve Memorandum of Understanding with San Joaquin County Office of Education for the Artists-In-Schools Program at Art Freiler School for the 2017-2018 School Year

BACKGROUND: The Artists-In-Schools program is provided by the San Joaquin County Office of Education. Previously, a Memorandum of Understanding was Board approved on December 12, 2017 for the County to provide fourteen Artist-in-Residence classes during the 2017-2018 school year. At this time, Freiler staff is requesting an additional Artist-in-Residence program, which will provide one artist who will work with all Sixth-Grade students to provide two additional art lessons. Students will continue to learn basic art concepts and carry out various art projects.

RATIONALE: The San Joaquin Office of Education, Artists-In-Residence Program will provide the students with an opportunity to learn and use language in a meaningful context. This instruction will also build upon verbal skills and increase the students' vocabulary. During their art instruction, students will follow explicit directions like listening and using Tier 2 and Tier 3 academic vocabulary with added multi-sensory input. Tier 2 words are vocabulary words, which cross over many curricular areas and Tier 3 words are specific to the art curriculum. The completed artwork becomes a springboard for writing. The art process helps promote reading skills, such as paying attention to details, critical thinking, reasoning and improving visual and special acuity. Art provides a vehicle for students to see the start to finish process and builds their overall confidence while increasing their academic vocabulary. 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.

FUNDING: Funds from FSPA (Freiler Staff Parent Association) Sixth-Grade account will provide \$432 to cover the cost of these sessions.

RECOMMENDATION: Approve Memorandum of Understanding with San Joaquin County Office of Education for the Artists-In-Schools Program at Art Freiler School for the 2017-2018 School Year.

Prepared by: Karen Alcorn, Principal, Art Freiler School



SAN JOAQUIN COUNTY OFFICE OF EDUCATION
James A. Mousalimas, County Superintendent of Schools

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4800
www.sjcoe.org

ORIGINAL

MEMORANDUM OF UNDERSTANDING

(Art Freiler/Patti K)

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

I. CONSULTANT AND/OR SERVICE DEFINED

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

II. TERM OF AGREEMENT

Services to SJCOE will begin: May 4, 2018 and include the following dates May 11, 2018

Number of classes: (4) Four 6th grade classes 2-Week Session

Staff Contact at site: Assistant Principal Catey Nasello 830-3309 x 5856 cnasello@tUSD.net

Artist Contact: Patti Kennedy 482-7610 pz_kennedy@yahoo.com

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

III. COMPENSATION

In consideration of the services provided, Art Freiler School will pay SJCOE the sum of \$432.00

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

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

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

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

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

V. EXTENSION OF TERM

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

Art Freiler School
2421 W. Lowell, Tracy 95376

Date


SANDRA WENDELL, COORDINATOR
ARTISTS-IN-SCHOOLS

03-16-18
Date

CONTRACTING OFFICER
SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 20, 2018
SUBJECT: Approve Overnight Travel for West High AVID College Caravan Club to Attend a Southern California College Tour on September 3-8, 2018

BACKGROUND: The AVID Caravan Club is a branch of AVID club with the stated specific goal of going on college tours. This first tour, September 3-8, 2018, will take 50 students to the following campuses: CSU Cal Poly (San Luis Obispo & Pomona), UC Santa Barbara, CSU Fullerton, CSU Long Beach, and CSU Dominguez Hills. These 50 students are 25 female, 25 male; and the chaperones will be Assistant Principal, Jesse Padilla, teachers, Shauna Rodgers, Melinda Stewart and Shannon McMahon. Students are required to secure homework by August 31, 2018, prior to departure. The students will be required and given time to complete homework during the course of the trip. Transportation will be provided by chartered bus arranged by the District Transportation department. The chaperones and students will stay at the Desert Palms Hotel & Suites in Anaheim, CA and the Ramada Santa Barbara in Santa Barbara, CA.

RATIONALE: The AVID Caravan Club students are seeking to tour colleges that they hope to be accepted to, in order to determine which campus fits them individually. Most of these students do not have an opportunity to visit campuses in Southern California prior to applying for admittance. It is their desire to be prepared for a successful college experience by attaining knowledge as to which college fits their style as well as their academic goals. The goal is to expand student choices and expose them to the world outside of their neighborhood. This meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The individual cost is \$700.00 per person and the total cost will not exceed \$40,000 for Hotel, 3 meals daily and bus transportation. AVID Caravan Club students will host fundraisers to offset the cost of the trip; and any remaining balance will be paid by parents of the students electing to attend the trip. There will be no cost to Tracy Unified School District.

RECOMMENDATION: Approve Overnight Travel for West High AVID College Caravan Club to Attend a Southern California College Tour September 3-8, 2018.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 29, 2018
SUBJECT: Approve Overnight Travel for West High School Cheer Teams to Attend the United Cheer Association's Cheer Camp in Lake Tahoe on June 12-15, 2018

BACKGROUND: Approximately 42 students will attend a cheer camp in Lake Tahoe during the summer to learn choreography, safety procedures, stunts and team building from the skilled staff members of the United Cheer Association (UCA). The UCA has many years of experience training new cheerleaders how to represent their schools in an appropriate and safe manner. The camp will help the 2018-2019 cheer squads become a united team ready to support their school. The cheerleaders and coaches will attend camp at Harvey's Lake Tahoe; which will also be the overnight location for the trip.

RATIONALE: It has long been a tradition to send cheerleaders to a camp, which focuses on developing their skill and creating a cohesive environment which fosters team work. Students will travel in district vans with their coaches, Megan Anastasio, Gaye Graber, Stacy Anastasio, and teacher Steve Anastasio. This aligns with Strategic Goal #1 Prepare all students to be well rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The estimated cost of this event is \$425 per person. West High cheer squads will host fundraisers to pay for their transportation, food and lodging. All students will have opportunity to participate in the fundraisers and earn their camp costs but this is an optional event. There will be no cost to Tracy Unified.

RECOMMENDATION: Approve Overnight Travel for West High School Cheer Teams to Attend the United Cheer Association's Cheer Camp in Lake Tahoe on June 12-15, 2018

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 19, 2018
RE: **Approve Overnight Travel for the Tracy High School Girls Varsity Volleyball Team to Attend the Hard Driven Volleyball Challenge Tournament in Clovis, CA on September 21-22, 2018**

BACKGROUND: Twelve to eighteen of the Tracy High Girls' Varsity Volleyball Team would like to participate in the Hard Driven Volleyball Challenge Tournament in Clovis, CA on September 21-22, 2018. Coach, Cat Ebojo, and team parents will provide supervision during the tournament. The number of students will be determined by team tryouts, which will be held in August 2018. The coach and team parents will drive the team; all drivers will be District approved. The team will be staying at the La Quinta Inn in Clovis.

RATIONALE: The Volleyball team is strengthened by the opportunity to play together in this tournament. This time together will allow for "team building" on and off the court. This is a wonderful opportunity and ties in with District Strategic Goals #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that support staff and student goals.

FUNDING: Costs for the tournament, transportation, accommodations and food will not exceed \$2,000.00 and is being paid by the Tracy High Volleyball ASB account which was earned by fundraising. However, depending on this year's funding, these costs may also be partially paid by the girls/parents themselves.

RECOMMENDATION: Approve Overnight Travel for the Tracy High School Girls Varsity Volleyball Team to Attend the Hard Driven Volleyball Challenge Tournament in Clovis, CA on September 21-22, 2018.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: April 9, 2018
SUBJECT: Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending April 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 January 15, 2018 – April 15, 2018 reporting period.

RATIONALE: The quarterly report for the period of January 15, 2018 through April 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 April 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: April 24, 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: April 16, 2018
SUBJECT: Approve Agreement for Special Contract Services with Horacio Ferriz Geologic Engineering to Provide Physical Science Content Instruction to the TK-8 Teachers to Support Implementation of the California's Science Standards

BACKGROUND: Tracy Unified School District (TUSD) has been granted two additional years in the K-8 Next Generation Science Standards (NGSS) Early Implementation Initiative (EII) grant from WestEd's K-12 Alliance (through the 2019-2020 school year). TUSD is required to create a plan for bringing science leadership training, content instruction, pedagogy instruction, and lesson study facilitation training to more K-8 teachers in ways that will sustain the implementation of the California Science Standards beyond the 2019-2020 school year.

To provide content instruction, TUSD will invite K-8 teachers to a summer institute on physical science in May and June 2018. K-12 Alliance requires Districts work with area institutions of high education to prepare and deliver this instruction. Horacio Ferriz, the department chair of Geology and Physical Sciences at California State University, Stanislaus, has worked with the K-12 Alliance grant network as an expert scientist and with TUSD in the 2016-17 school year. He will work with a TUSD team of K-12 teacher-leaders to plan and carry out the middle school summer institute on June 5-7, 2018.

RATIONALE: California's Science Standards, also known as the NGSS, are internationally benchmarked, high quality, college and career-ready standards that require new content knowledge to implement. Dr. Ferriz will work to build the District teachers' capacity to teach physical science as required in the NGSS. 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; 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 Dr. Ferriz's services is not to exceed \$6,000 and will be paid out of LCAP funds reserved for professional development supporting implementation of the NGSS; this portion of the funds to support the summer institutes is a grant from WestEd.

RECOMMENDATION: Approve Agreement for Special Contract Services with Horacio Ferriz Geologic Engineering to Provide Physical Science Content Instruction to the TK-8 Teachers to Support Implementation of the California's Science Standards.

Prepared by: Dr. Debra Schneider, Director of Instructional Media 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 Horacio Ferriz Geologic Consulting, 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 expert science instruction in physical science to TUSD teacher-leaders in physical science to plan and teach K-8 summer institute, and to participate and teach in the middle school summer institute
June 5-7, 2018.

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 four (4) () | **HOURS** | ☒ | **DAYS**, under the terms of this agreement at the following location TUSD IMC/DSC.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 6000.00 per | **HOUR** | | **DAY** | ☒ | **FLAT RATE**, not to exceed a total of \$ 6000.00. 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 May 1, 2018, and shall terminate on June 8, 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, Debra Schneider, at (20) 830-3252 x 1353 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:

Horacio Ferniz Principal
Contractor Signature Title

IRS Identification Number
Principal HF Geologic Engineering

Title
1416 Oakdale-Waterford Hwy

Address
Waterford, CA 95386

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: April 24, 2018
SUBJECT: **Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt: International Center for Leadership in Education (ICLE) to Provide Professional Development for Rigorous Curriculum Design for the Common Core State Standards (CCSS) in English Language Arts (ELA) and Math for the 2018-2019 School Year**

BACKGROUND: The California Standards for Mathematics and English Language Arts (ELA), based on the Common Core State Standards (CCSS), are rigorous, research-based standards for grades TK-12; their aim is to prepare all students for college and career. Students are tested on these standards by the Smarter Balanced assessments each spring.

Tracy Unified School District (TUSD) Teacher-Leaders in Math and ELA started work with International Center for Leadership in Education (ICLE) of Houghton Mifflin Harcourt curriculum design specialists in 2014 to create and revise California Standards-based Math and ELA units of study that guide TUSD's focus on the California Math and ELA standards. Critical to the success of TUSD's continued K-12 implementation of ELA and Math is the on-going revision of the units of study through the Rigorous Curriculum Design (RCD) process. TUSD's continued partnership with ICLE for professional development for teacher leaders in ELA and Math will help teachers better align instruction with our K-12 instructional materials in those content areas.

RATIONALE: The Rigorous Curriculum Design (RCD) process skillfully creates an overall framework that brings the District together in a united focus on improving teacher actions to increase student achievement. The International Center for Leadership in Education (ICLE) of Houghton Mifflin Harcourt has partnered with the District to provide professional development in RCD since 2014; this contract will continue building the knowledge and skills educators need to improve student academic performance, specifically, in the areas of mathematics and ELA. The 15 days of professional development training with ICLE includes the following components:

- Three training days to support continued implementation and revision for K-12 mathematics units of study.
- Twelve training days to support continued implementation and revision for K-12 ELA units of study, with two days providing foundational training to all new design team members.

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 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 \$56,700. LCFF funds will pay the expenditures for this contract.

RECOMMENDATION: Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt: International Center for Leadership in Education (ICLE) to Provide Professional Development for Rigorous Curriculum Design for the Common Core State Standards (CCSS) in English Language Arts (ELA) and Math for the 2018-2019 School Year.

Prepared by: Melissa Beattie, Director of Staff Development and Dr. Debra Schneider, Director of Instructional Media Services and Curriculum

Rigorous Curriculum Design

Proposed Comprehensive Scope of Work for Tracy Unified School District

How ICLE Can Help

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

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

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

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

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

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

RIGOROUS CURRICULUM DESIGN – ELA and Math

➤ The Rigorous Curriculum Design Process

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

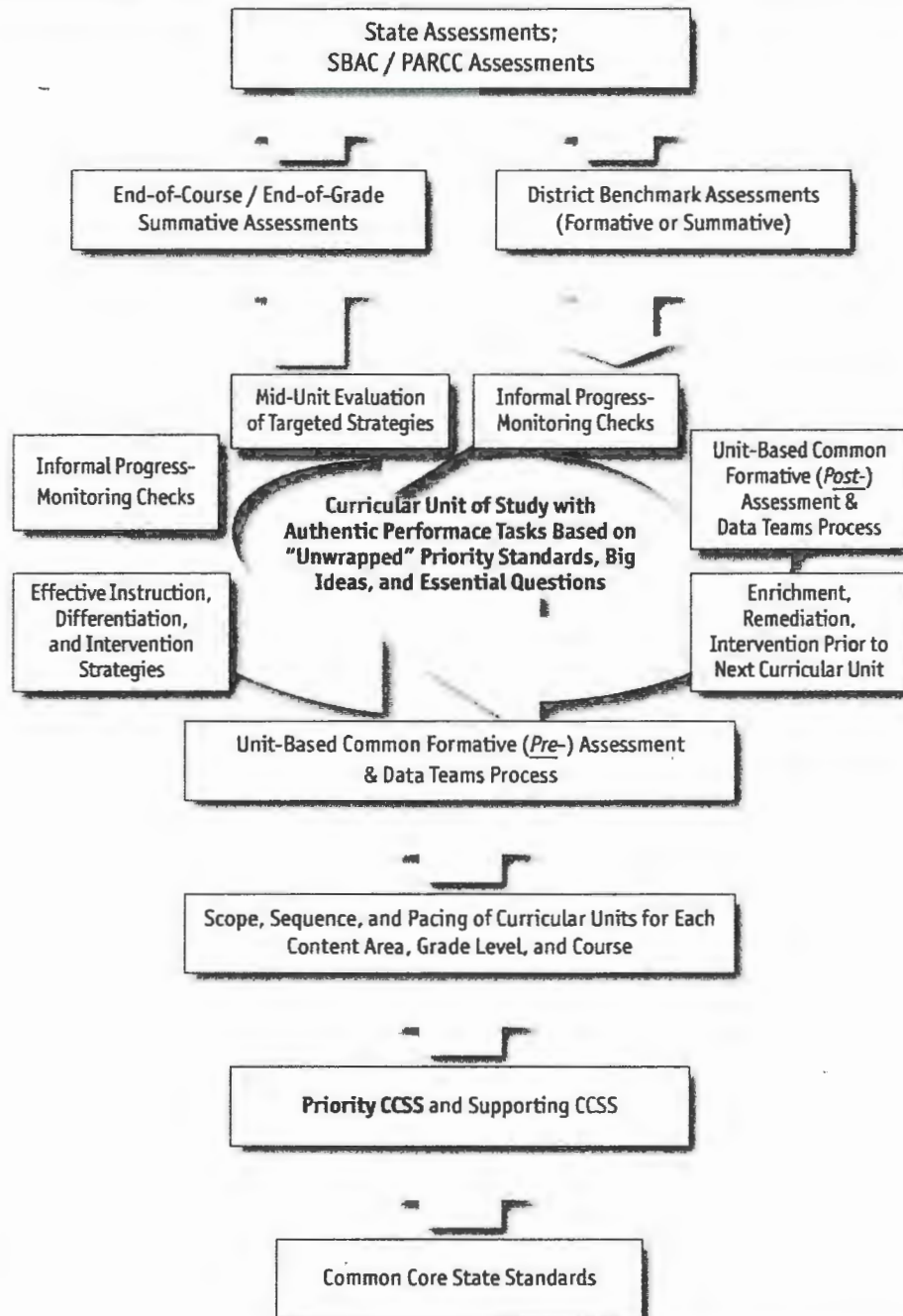
The training consists of four parts. Part One provides foundational knowledge and builds understanding about how the practices create a cohesive system to improve student learning in the classroom and corresponding performance on standardized tests. Parts Two and Three teach the specific steps that educators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

PART ONE: Seeing the Big Picture Connections First

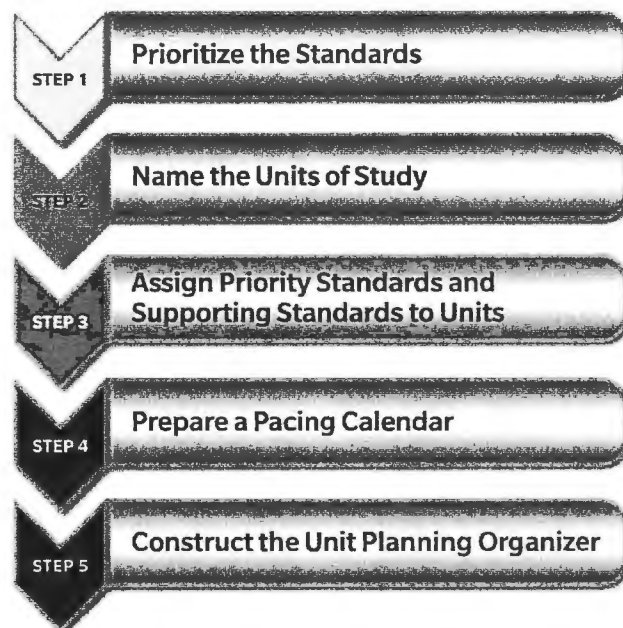
Before beginning the actual design of rigorous curricular units of study, it is important to understand how curriculum design fits perfectly into the “big picture” of standards, assessments, instruction, and data practices. These two-day seminars provide an orientation to the comprehensive Rigorous Curriculum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

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

The Big Picture: Rigorous Curriculum Design Alignment



PART TWO: Building the Foundation for Designing Curricular Units



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

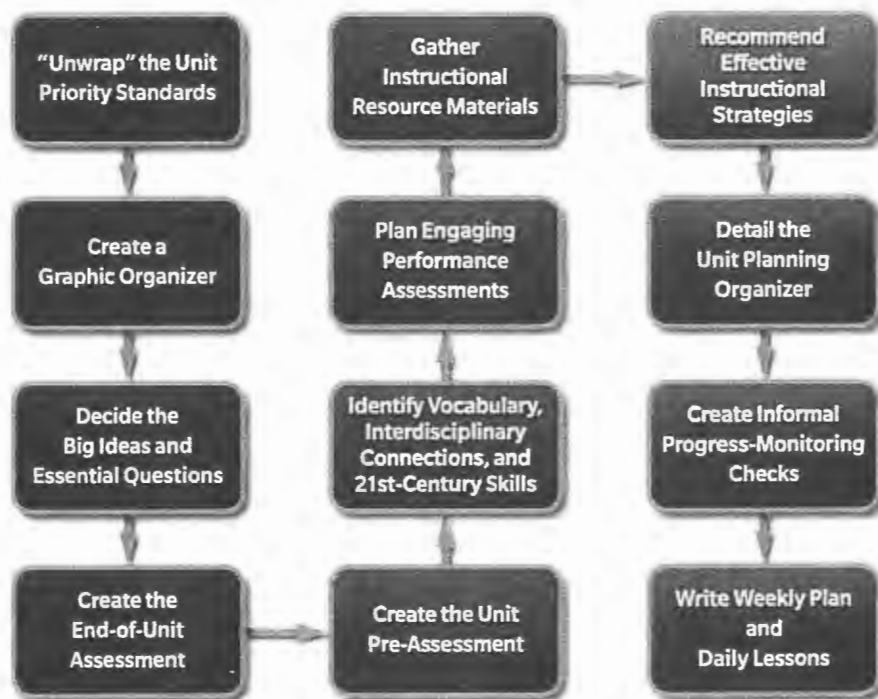
1. **Prioritize the Standards.** Prioritize and vertically align from grade-to-grade and course-to-course the academic content standards or learning outcomes (grade- or course-specific learning expectations) for selected content areas. These represent the “assured competencies” that students are to know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

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

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



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



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

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

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

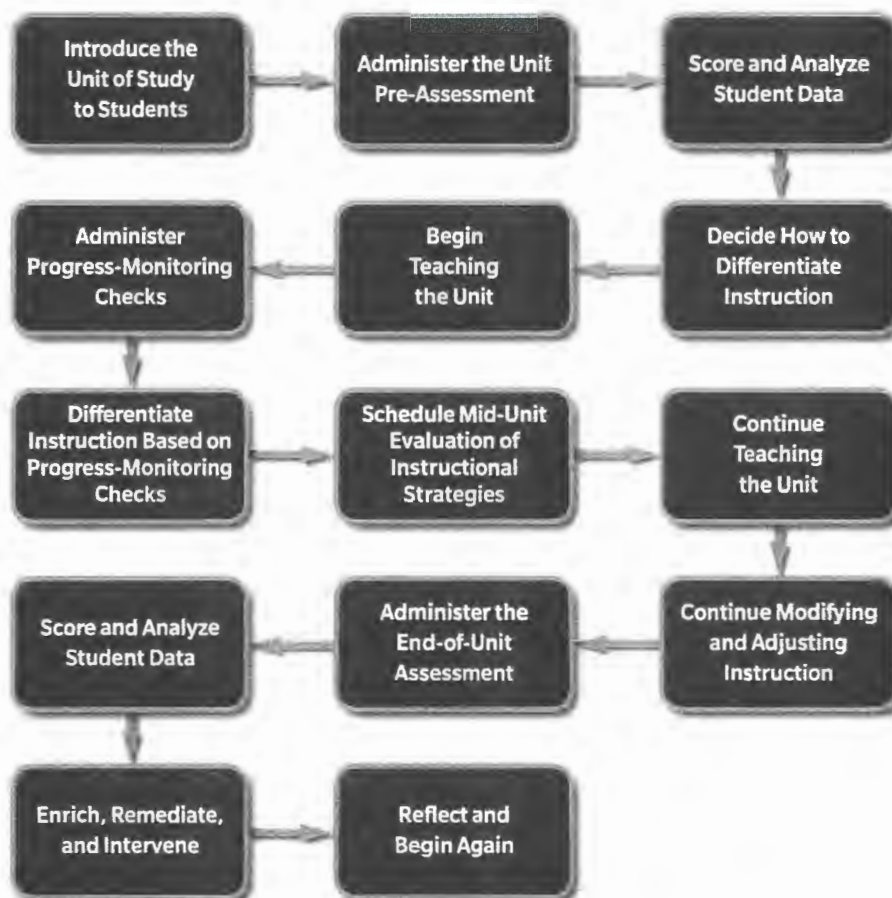
5. **Create the Unit Pre-Assessment.** Create the pre-assessment aligned or “mirrored” to the post-assessment. “Aligned” means the questions are directly matched to those on the post-assessment but may be fewer in number. “Mirrored” means the pre-assessment will include the exact number and type of questions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



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

PART FOUR: Implement the Unit of Study

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



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

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

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

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

Contact Us:

Lisa Padilla
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Garrett Boyd
Inside Partnership Executive - California
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Office: 720.473.7453

Kyra Donovan
Director of Professional Learning
KDonovan@leadered.com
Mobile: 971.412.5523

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

Component	Investment
<p>Rigorous Curriculum Design: ELA <i>12 Full-day, on-site lesson design and coaching sessions focused on production and implementation of ELA instructional units</i></p> <ul style="list-style-type: none">- ICLE Consultant Tera Gall- Participants will include ELA Design Team, and site and district leadership- Continued monitoring and support from ICLE Director of Professional Learning Kyra Donovan <p><i>Training Dates:</i></p> <ul style="list-style-type: none">- July 16 – 19, 2018- September 17 and 18, 2018- January 14 and 15, 2019- May 28 – 31, 2019	\$39,000
<p>Rigorous Curriculum Design: Math <i>3 Full-day, on-site lesson design and coaching sessions focused on production and implementation of Math instructional units</i></p> <ul style="list-style-type: none">- ICLE Senior Consultant Lori Cook- Participants will include Math Design Team, and site and district leadership- Continued monitoring and support from ICLE Director of Professional Learning Kyra Donovan <p><i>Training Dates:</i></p> <ul style="list-style-type: none">- TBD	\$17,700
Total (All inclusive)	\$56,700.00

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Houghton Mifflin Harcourt Publishing Company: International Center for Leadership in Education, 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: Beginning July 16, 2018, provide professional development for Rigorous Curriculum Design for the Common Core State Standards (CCSS) in English Language Arts and Math for the 2018-2019 school year for a total of 15 sessions.

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

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

- a. District shall pay \$ * See Text in Red per | | HOUR | ☒ | DAY | | FLAT RATE, not to exceed a total of \$ 56,700.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement. *\$3,250 per day for ELA, *\$5,900 per day for Math
- b. District | | SHALL | ☒ | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a | ☒ | MONTHLY PROGRESS BASIS | | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 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.~~ *laj*
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: *Tracy Unified School District*

Contractor Signature	Title
<hr/>	
IRS Identification Number	
<hr/>	
Director, Business Desk	
<hr/>	
Title	
<hr/>	
HMH, 125 High Street	
<hr/>	
Address	
<hr/>	
Boston, MA 02110	
<hr/>	

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

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: April 24, 2018
SUBJECT: **Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt: International Center for Leadership in Education (ICLE) to Provide Professional Development for All New Tracy Teachers in the Tracy Teacher Induction Program (TTIP) for the 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 a district-wide initiative to foster rigorous and relevant learning environments. Since 1991, ICLE has been at the forefront of promoting rigorous and relevant instruction and developing effective instructional leaders. ICLE has produced proven strategies, techniques, and research-based programs that have helped states, districts, and schools drive student achievement through data driven instruction. As a division of HMH, ICLE is best able to support Tracy Unified in making connections between the designed Units of Study and the need to move toward increasing rigor, relevance, and relationships for all students.

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

This agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; 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 training is \$3,250. LCAP funds will pay the expenditures for this contract.

RECOMMENDATION: Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt: International Center for Leadership in Education (ICLE) to Provide Professional Development for All New Tracy Teachers in the Tracy Teacher Induction Program (TTIP) for the 2018-2019 School Year.

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 International Center for Leadership and Education, 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 Full day of on-site professional learning training
on Rigorous and Relevant instruction for ALL new teachers to TUSD on July 25, 2018.

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 () | 1 HOURS | ✓ | DAYS, under the terms of this agreement at the following location Tracy Unified School District. Staff Development
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 3250.00 per | 1 HOUR | | DAY | ✓ | FLAT RATE, not to exceed a total of \$ 3250.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District | 1 | 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 | 1 | 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 July 31, 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. 1551 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] **WILL** [☒] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED: International Center for Leadership in Education

Will Bore

Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

Date

Director, Business Desk

Title

Account Number to be Charged

c/o HMM, 125 High Street

Address

Department/Site Approval

Boston, MA 02110

Budget Approval

Attn: Lisa Jacobson

Date Approved by the Board



International Center for Leadership in Education

RIGOROUS LEARNING FOR ALL STUDENTS

SERVICES AGREEMENT

CP: 006629597

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

Date	Days	Description	Cost
July 25, 2018	1	Leadership for Rigorous Learning: Building a Culture to Support Instructional Excellence <i>Full-day, on-site professional learning session focused on rigorous and relevant instruction for ALL students</i> <ul style="list-style-type: none">July 25, 2018 with teachers new to Tracy USD	\$3,250
Total (All Inclusive)			\$3,250.00

Total Cost Includes	
Travel and Expenses	<ul style="list-style-type: none">- Airfare- Ground transportation- Lodging- Meals- All other travel expenses
Materials	<ul style="list-style-type: none">- Instructional materials used during the session (as applicable)
Delivery	<ul style="list-style-type: none">- Onsite professional development sessions delivered over time as scheduled in collaboration between client and ICLE

Services Agreement valid for 30 days -

Subject to terms and conditions, located at: <http://www.leadered.com/termsconditions.pdf>

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

A DIVISION OF



67

Houghton Mifflin Harcourt

CLIENT:

Signature: _____

Date: _____

Printed Name: _____

Title: _____

- Is a PO needed in order to pay invoice? ☐ Yes ☐ No
- Is the PO attached? ☐ Yes ☐ No If no, anticipated date of PO: _____
- Please invoice from Houghton Mifflin Harcourt: ☐ Upon delivery of service or ☐ Upfront
- Please return Services Agreement and PO (payable to Houghton Mifflin Harcourt) to:
GBoyd@LeaderEd.com
Fax (303) 504.9417



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 15, 2018
SUBJECT: **Ratify Overnight Travel for the Kimball High School (KHS) Girls Basketball Team to Attend the Nor Cal First Round Game at St. Bernard's High School in Eureka, CA on March 6-8 2018**

BACKGROUND: The Kimball High School (KHS) Girls Basketball team traveled to Eureka, CA to participate in the first round of the Nor Cal State Tournament. The team consisted of twelve students and two coaches (Miguel Granillo, Jr. and Miguel Granillo, III). Coaches transported students via District vans. The team stayed at the River Valley Inn in Eureka. KHS Girls Basketball continued to build a strong program as they won the league championship and qualified for the Nor Cal Tournament. The Nor Cal Tournament is the highest level of high school basketball. Ratification is necessary due to the basketball team making the playoffs.

RATIONALE: The team earned their chance to appear in the Nor Cal Tournament by committing to the team, being good students in the classroom and focusing on their goals. This Agenda aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total for lodging and transportation did not exceed \$3,000. Lodging and transportation was paid through the KHS Athletic Department and reimbursement will be provided by the State CIF.

RECOMMENDATION: Ratify Overnight Travel for the Kimball High School (KHS) Girls Basketball Team to Attend the Nor Cal First Round Game at St. Bernard's High School in Eureka, CA on March 6-8 2018.

Prepared by: Rob Pecot, Principal of John C. Kimball High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: April 9, 2018
SUBJECT: Approve Overnight Travel for the Tracy High School Mock Trial Team and Advisors to Attend the Golden State Mock Trial Invitational in Riverside, CA on May 3-6, 2018

BACKGROUND: The Tracy High School Mock Trial Team consisting of ten students, Advisor, Justin Nunn and Coach, Michelle Pereira will travel to Riverside, CA for a prestigious Mock Trial Competition. Through hard work and determination, the Tracy High School team has been invited to attend an exclusive competition reserved only for teams with the reputation of being exceptionally good and prepared to win. The Mock Trial Team will stay at the Simply Home Inn and Suites in Riverside. District approved drivers will transport the team by District van and private vehicle. Advisor, Justin Nunn and Coach, Michelle Pereira will chaperone the trip.

RATIONALE: The Golden State Mock Trial competition involves students acting out the roles of attorneys and witnesses in a courtroom presentation. This competition involves aspects of drama, debate, and critical thinking. The San Joaquin County Office of Education, in cooperation with other counties throughout the state, organizes and underwrites this program. This Agenda request aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Cost for the registration fee, transportation, lodging and food will not exceed \$4,000. The cost will be paid out of the Tracy High site budget and the Mock Trial ASB account, which was earned through fundraising efforts.

RECOMMENDATION: Approve Overnight Travel for the Tracy High School Mock Trial Team and Advisors to the Attend the Golden State Mock Trial Invitational in Riverside, CA on May 3-6, 2018

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: April 11, 2018
SUBJECT: **Approve Overnight Travel for Twelve (12) Kimball High School (KHS) Model United Nations (MUN) Club Members and Advisor to Attend the UC Davis MUN Conference ON May 18-20, 2018**

BACKGROUND: Twelve members of the Kimball High School (KHS) Model United Nations (MUN) club will attend the UC Davis MUN Conference ON May 18-20, 2018. Members of the KHS MUN will participate in informational workshops, compete in academic and skill oriented activities, submit individuals for special recognition, and become a part of the larger state MUN community. The members will stay at the Hampton Inn Woodland-Sacramento in Woodland, CA. Transportation will be provided by District van and/or private vehicle. Supervision will be provided by Advisor, Anthony Irizarry, one KHS teacher/administrator, and the Davis MUN Conference staff. The event will be held on a weekend, therefore, student academic accommodations will not be necessary.

RATIONALE: The KHS MUN team has participated in activities to learn subject matter pertaining to public speaking, current events, foreign relations, geography and includes in depth study of service learning topics like medical and hunger relief efforts worldwide. KHS students will represent Tracy in competitions and participate in leadership activities and student government in the state organization. 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 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The cost per person is estimated to be \$100 for the entire stay. The cost for each member includes \$50 for registration and housing for the two nights in the hotel (\$25 per night per room). Transportation costs are estimated to be at \$100. The costs for the event will be covered by fundraising, site funds, and personal funding for the members electing to participate in this competition. The estimated total cost that will not exceed \$3,000.

RECOMMENDATION: Approve Overnight Travel for Twelve (12) Kimball High School (KHS) Model United Nations (MUN) Club Members and Advisor to Attend the UC Davis MUN Conference ON May 18-20, 2018.

Prepared by: Rob Pecot, Principal, Kimball High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 16, 2018
SUBJECT: Approve Agreement for Special Contract Services with Point Break Adolescent Services to Provide Mandatory Substance Abuse Counseling Services for the 2018-19 School Year

BACKGROUND: The Prevention Services Office coordinates prevention and early intervention services. Annually, over 100 Tracy Unified School District (TUSD) students are referred to mandatory substance abuse counseling. Students referred to counseling attend a five-week drug education class taught by a certified substance abuse counselor.

RATIONALE: Students suspended for substance abuse are required to attend a substance abuse class. The class is an after school program, for five weeks, and is coordinated through the office of Prevention Services. The goal of providing this targeted intervention is to prevent further student substance use, abuse and potential addiction. Point Break Adolescent Resources currently provides substance abuse classes to District students. The Prevention Services Office would like to continue this relationship in the 2018-2019 school year. This Agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or 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: Fees for services are \$70 per class. The total expected cost for the 2018-19 school year is \$2,450.00. LCAP funding will pay the expenditures for this contract.

RECOMMENDATION: Approve Agreement for Special Contract Services with Point Break Adolescent Services to Provide Mandatory Substance Abuse Counseling Services for the 2018-19 school year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Point Break, 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 Mandatory Substance Abuse Classes to TUSD students during the 2018-19 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 35 () ☒ **HOURS** | | **DAYS**, under the terms of this agreement at the following location District office.

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

- a. District shall pay \$ 70.00 per ☒ **HOURLY** | | **DAY** | | **FLAT RATE**, not to exceed a total of \$ 2,450.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | | **SHALL** ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a ☒ **MONTHLY PROGRESS BASIS** | | **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 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, Molly Long, LCSW, at () 209-830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ **WILL** ☐ **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

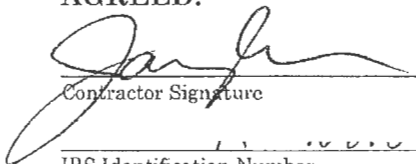
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:

 3/15/2010
Contractor Signature Title

IRS Identification Number

Executive Director
Title

1102 N. School Ave.
Address

Stockton, CA 95205

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 19, 2018
SUBJECT: **Approve Agreement for Special Contract Services for the San Joaquin County Pride Center to Provide Training to School Counselors and Psychologists on Transgender Youth for the 2018-2019 School Year**

BACKGROUND: Each year, the District provides training to School Counselors and Psychologists during Management Training, which takes place at the beginning of each school year. The District, along with Counselors and School Psychologists, choose topics of interest for training. Counselors and School Psychologists indicated that they would like to hire the Pride Center of San Joaquin for the 2018-19 management training, in order to have the organization provide training on Transgender youth.

RATIONALE: The Counselors and School Psychologists indicated that they would like specialized training to support transgender youth, as they lack background knowledge and the specific skill set necessary to support this population. Transgender youth are a population within Tracy Unified School District (TUSD) who have elevated risks of depression and suicide, as well as fall victim, at a higher rate than the greater student population, to bullying. This training will assist Counselors and School Psychologists to become better equipped in providing help and interventions to students who identify as transgender within TUSD schools. Additionally, this training aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #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 Transgender training offered through the San Joaquin Pride Center is \$150/per hour and is two hours in duration. The total cost of the training is \$300. The District's General Funds will pay the expenditures for this contract.

RECOMMENDATION: Approve Agreement for Special Contract Services for the San Joaquin County Pride Center to Provide Training to School Counselors and Psychologists on Transgender Youth for the 2018-2019 School Year.

Prepared by: Molly Long, Coordinator of Prevention Services

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide Transgender training to school counselors and school Psychologists.

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

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

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

- a. District shall pay \$ 150.00 per ☒ HOUR | | DAY | | FLAT RATE, not to exceed a total of \$ 300.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District ☐ SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a ☐ MONTHLY PROGRESS BASIS ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2018, and shall terminate on August 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, Molly Long, at () 209-830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide 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

2/26/18

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

IRS Identification Number

Title

Address

Executive Director

115 N Sutter St Second Floor

Stockton, CA 95202



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: April 14, 2018
SUBJECT: **Approve Memorandum of Understanding and Agreement for Special Contract Services with Axis Community Health to Provide Mental Health Services to Four School Sites for the 2018-19 School Year**

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

RATIONALE: Social and Emotional interventions are a part of the multi-tiered system of support that the District uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. The District benefits greatly from having Behavioral Health Clinicians on its school sites, and relies on this service to aid in supporting its students who struggle with mental health issues during the school year. TUSD will contract with Axis Community Health to provide targeted and intensive behavioral health interventions at four school sites within the District using LCAP funding. Such sites are the following: Hirsch Elementary, Poet Elementary, Monte Vista Middle School and Stein Alternative High School. This effort supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost for Axis Community Health will not exceed \$69,360.00. District LCAP funds will pay the expenditures for this contract.

RECOMMENDATION: Approve Memorandum of Understanding and Agreement for Special Contract Services with Axis Community Health to Provide Mental Health Services to Four School Sites for the 2018-19 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide Mental Health Services during the 2018-19 school year to the following school sites: Hirsch Elementary, Post Elementary, Monte Vista Middle School and Stein Alternative High School. Mental Health Provider must be licensed in one of the following fields: Social Work, Marriage and Family Therapy, Marriage and Family Clinical Counselor, or Clinical Psychology; or Mental Health Provider must be a registered Associate with the BBS in one of the following fields: Social Work, Marriage and Family Therapy, Marriage and Family Clinical Counseling or Clinical Psychology.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1,445 () ☒ HOURS | | DAYS, under the terms of this agreement at the following location See Above.

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

- a. District shall pay \$⁴⁸ per ☒ HOUR | | DAY | | FLAT RATE, not to exceed a total of \$69,360.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | | SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a ☒ MONTHLY PROGRESS BASIS | | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 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, Molly Long, at () 209-830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide 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:

See Compton CEO
Contractor Signature Title

IRS Identification Number

Axis Community Health, Inc.
Title

5925 W. Las Positas Blvd.
Address

Pleasanton, CA 94588

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



Memorandum of Understanding

**Mental Health Counseling Services
in the Tracy Unified School District (TUSD)
Provided by Axis Community Health
2018-2019 School Year**

Axis Community Health (Axis) will collaborate with the Tracy Unified School District (TUSD) in the provision of counseling services for students.

Axis will provide the following:

- Recruit and engage the services of post-masters level interns, or licensed therapists, as Axis determines or has available. Axis staff will perform individual counseling services; as applicable, services may also include group or family services.
- Should interns be utilized for this position, Axis will provide ongoing clinical supervision of the intern/trainees working at each site as mandated through regulatory agencies in compliance with all applicable laws and regulations for supervision requirements. All interns will be registered with their corresponding regulatory board and supervisory services will be provided by licensed clinical staff. Supervision will occur at an Axis location.
- Axis staff are hired at will and requested to give four-week notice before leaving the organization; however, Axis has no control over staff members who choose to leave their position earlier. In the event of the departure of an intern/counselor, Axis will make every effort to fill the position as quickly as possible; however, Axis reserves the right to suspend services until the position can be filled.
- The Axis staff assigned to each school will complete an initial checklist at each school location in order to confirm processes for emergencies, essential contacts and other related programmatic details. Axis mental health staff will also follow internal Axis policies and procedures regarding safety and will take necessary precautions as appropriate.
- Axis staff will meet with designated school site personnel for 30 minutes twice a month to receive referrals and to ensure ongoing communication regarding program services.
- Axis mental health staff will be responsible for upholding all mandated reporting laws, to include suspicion of child abuse, elder abuse and/or serious threat of injury to a student or another identified individual. Parents will also be informed of these laws in the intake packet and will be required to give permission for students to participate in the counseling program before services begin. Parents will also receive written information regarding mandated reporting requirements and the reporting of safety-related issues.

- Axis will obtain a Release of Information for all students treated to allow Axis to be in contact with the TUSD as clinically appropriate. Axis will provide chart information to TUSD as clinically appropriate.
- Files will be maintained for each student who receives services and all records will be conducted and maintained in a manner consistent with Axis' internal policies and procedures.
- Student files will be maintained at a designated location at the applicable school site, and all files will be maintained in a locked file. In the event that these files require transfer to Axis' offices, or upon completion of services, files will be transported per Axis' procedures for removal of Protected Health Information (PHI) between premises, which states:
 - Behavioral Health staff that work at school sites create paper files at the school, and these files are kept locked at the site securely. While in transit, these files are kept locked in secured carrying cases and are transported by the interns back to the specific Behavioral Health secured storage site when the client is completed with the program.
- Counseling services will be provided as funded by TUSD at the rate of \$48/hour of service for individual or group visits. The service breakdown will be:
 - 1.0 FTE, possibly divided between multiple staff, as determined by Axis. Services will be provided at the following schools as designated by TUSD:
 - Hirsch Elementary – 1 day per week
 - Poet Elementary – 1 day per week
 - Monte Vista Middle School – 2 days per week
 - Stein Alt High School - 1 day per week
 - Hours of service per day will range between 6-7 hours depending upon travel time. Services will be provided on days that school is in session and will continue throughout the school year. Services will cease when school is closed for the holidays and over the summer (between 34-36 weeks of service pending staff availability and school need).
- Axis will send a monthly invoice and also a report of services to TUSD:
 - Axis will invoice up to the max allotment of \$69,360 per year.
 - Monthly report of services will include client initials, diagnosis, number of sessions provided in that month, and the type of treatment provided (i.e. group or individual).

Molly Long, LCSW
 Coordinator of Prevention Services
 1975 Lowell Ave.
 Tracy, CA 95376

- Axis contact is:

Dr. Jennifer Penney, PsyD
 Chief of Behavioral Health
 925-249-3151
jpenney@axishealth.org

TUSD will provide the following:

- A designated room at each school site for counseling services; this room must be in a location that allows for privacy and confidentiality during counseling sessions. Should Axis staff feel unsafe or uncomfortable conducting sessions in the room provided they will notify the school contact person and request another room if necessary.
- A designated contact person(s) at each school and/or on behalf of TUSD who is available to provide information and direction regarding program components which include dates, times, and locations of services, referrals to the service and other pertinent program information. In addition, this contact person will be responsible for ensuring that students have permission/passes to leave class, and that Axis staff is informed in advance of any changes in school schedules.
- Promotion of the Axis programs by letting the students, families, and school officials know that the service is available.
- Assistance in obtaining all necessary program consents from students, parents/guardians, and others as may be required.

Both Axis and TUSD will:

Procure and maintain insurance during the term of this Agreement in the amounts and under the minimum indicated limits required by law against claims that may arise from or in connection with this agreement and performance of the activities. The insurance limits will, at a minimum, be as follows:

Professional Liability / Malpractice Insurance,	\$1,000,000 per claim; \$3,000,000 aggregate
Commercial General Liability	\$500,000 per occurrence; \$1,000,000 aggregate
Automobile Liability, Any Auto,	\$500,000 per occurrence; \$1,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law \$1,000,000
Excess / Umbrella Liability Coverage	\$3,000,000

Dr. Casey Goodall
Associate Superintendent of Business Services
Tracy Unified School District

Sue Compton
Sue Compton
Chief Executive Officer
Axis Community Health



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: April 12, 2018
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Bankston, Stephanie School Psychologist	DEC	6/30/18	Personal
Goetsch, Patrick 7 th Grade - Core	MVMS	5/26/18	Personal

BACKGROUND:

CERTIFICATED RETIREMENT

Gordon, David Business/Marketing/ Student Store	WHS	5/25/18
Hackett, Cyndi RSP	GKES	5/25/18
Irwin, Frances 7 th Grade – ELA	PCES	5/31/18

BACKGROUND:**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Aguilar, Maria Food Service Worker	THS	4/13/18	Accepted FSW position with more hours
Lai Huyen, Cam Uyen Special Ed Para Educator I	JES	4/6/18	Personal
Nguyen, Dung Food Service Worker	KHS	4/6/18	Accepted FSW position with more hours
Nunez, Sarai Parent Liaison	Villa/WMS	5/25/18	Personal
Parag, Rosa Parent Liaison	MES/JES	5/25/18	Personal
Pearson, Wendy Food Service Worker	CES	4/16/18	Personal
Ramirez, Nancy Bilingual Para Educator I	SWP	3/30/18	Personal

BACKGROUND:**CLASSIFIED RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Mota, Esmeralda Para Educator II	Willow	5/26/18

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: April 12, 2018
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Makker, Uttara

CERTIFICATED

SDC Preschool (Temporary)
Hirsch Elementary School
Class I, Step 1, "A" \$8,326.40
Funding: Restricted Funds

BACKGROUND:

Aguilar, Maria

CLASSIFIED

Food Service Worker (Replacement)
Tracy High
Range 22, Step E - \$16.47 per hour
4 hours per day
Funding: Child Nutrition – School Program

Arenales Alegria, Cleydy

Bus Driver/Custodian/Groundskeeper
(Replacement)
MOT/Stein
Range 36, Step A - \$18.95 per hour
8 hours per day
Funding: General Fund, Home to School
Transportation, Ongoing and Major
Maintenance

Gamboa, Lucy

Special Ed Para Educator I (Replacement)
North
Range 24, Step C - \$15.73 per hour
6 hours per day
Funding: Special Education

Johnson, Scott	Bus Driver/Custodian (Replacement) MOT/Freiler Range 36, Step A - \$18.95 per hour 8 hours per day Funding: General Fund, Special Ed Transportation
Nguyen, Dung	Food Service Worker (Replacement) Kimball High Range 22, Step D - \$14.35 per hour 3 hours per day Funding: Child Nutrition- School Program
Reddick, Linda	School Supervision Assistant (Replacement) Jacobson Range 2, Step A - \$13.39 per hour 1 hour per day Funding: General Fund - Unrestricted
Rios, Lorena	Food Service Worker (Replacement) George Kelly Range 22, Step A - \$13.69 per hour 2.5 hours per day Funding: Child Nutrition – School Program
Rodrigues, Leah	K-8 Library Technician (Replacement) Central Range 30, Step A - \$16.47 per hour 5 hours per day Funding: State Lottery
Sedillo, Jennifer	H.S. Library Technician (Replacement) Tracy High/West High Range 31, Step C - \$18.53 per hour 4 hours per day Funding: State Lottery
Szledak, Brittany	School Supervision Assistant (Replacement) Poet Christian Range 21, Step A - \$13.39 per hour 1.5 hours per day Funding: General Fund

BACKGROUND:

Corbett, Jonathan

COACHES

Varsity Wrestling Coach
 West High
 Stipend: \$5,587.73

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: March 29, 2018
SUBJECT: Consider Claim No. 552702

BACKGROUND: On March 28, 2018, a claim was received by the Tracy Unified School District in which the claimant stated that a loss or injury occurred on March 8, 2018.

The District's insurance providers reviewed the subsequent claim and determined:

- a. The information provided to date does not suggest that there is a liability on behalf of the School District.

The District's insurance providers recommend a rejection/denial of this claim by the Board of Trustees.

The amount of the claim has not been indicated.

RATIONALE: District's insurance advisors, legal advisors, and District staff recommend rejection/denial of this claim. This is standard practice in order to protect the District from future litigation.

FUNDING: District insurance account covers costs up to the Board approved deductible amount.

RECOMMENDATIONS: Reject Claim No. 552702.

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: April 16, 2018
SUBJECT: Adopt Revised Board Policy 7215 (a), Section VI, 6.1 (c), vi; and Adopt Revised Citizen's Bond Oversight Committee Bylaws, Section VI, 6.1 (c), vi to Remove the Requirement that One Member of the Committee Must be Involved in the Business of Agriculture and Add the Requirement that Two Members of the Committee Must be At-Large (First Reading)

BACKGROUND: On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act (School Facilities: 55% Local Vote, Bonds, Taxes; Accountability Requirements). Subsequently, the California Legislature passed Assembly Bill 1908 ("AB1908") which provides additional requirements relative to school district general obligation bond elections conducted pursuant to Proposition 39. Those requirements include provisions requiring school districts that are successful in Proposition 39 bond elections to establish and appoint a Citizens Oversight Committee. On October 8, 2002, the Board of Education approved Resolution No. 02-06, adopting policies and regulations relative to Citizens' Oversight Committee for General Obligation Bonds approved pursuant to Proposition 39; and, approved the first reading of Board Policy BP 7215 (a) General Obligation Bonds, Citizens Oversight Committee Policy and Regulations.

RATIONALE: Section VI of BP 7215 (a), 6.1 states that the Committee shall consist of at least seven (7) members, comprised of at least:

1. one member who is active in a business organization representing the business community
2. one member who is active in a bona fide taxpayer association
3. one member who is active in a senior citizen's organization
4. one member shall be the parent or guardian of a child enrolled in the District
5. one member shall be both a parent or guardian of a child enrolled the District and active in a parent-teacher organization
6. one member has been active or is actively involved in the business of agriculture
7. one member At-Large

AB 1908, Article 2, section 15282 (a) states that the citizens' oversight committee shall consist of at least seven members, comprised of the first five members listed above; however, it is silent as to the last two committee members representation. It has become increasing difficult to enlist a committee member from the agriculture business given that the SFID is mostly within the confines of the City of Tracy and therefore has very little farming/agricultural businesses. Given this difficulty, it seems appropriate that the agricultural committee position be shifted to an At-Large position.

The seven member Citizens' Oversight Committee would be comprised of:

1. one member who is active in a business organization representing the business community
2. one member who is active in a bona fide taxpayer association
3. one member who is active in a senior citizen's organization
4. one member shall be the parent or guardian of a child enrolled in the District
5. one member shall be both a parent or guardian of a child enrolled the District and active in a parent-teacher organization
6. two members shall be At-Large

FUNDING: No funding implications.

RECOMMENDATIONS: Adopt Revised Board Policy 7215 (a), Section VI, 6.1 (c), vi; and Adopt Revised Citizen's Bond Oversight Committee Bylaws, Section VI, 6.1 (c), vi to Remove the Requirement that One Member of the Committee Must be Involved in the Business of Agriculture and Add the Requirement that Two Members of the Committee Must be At-Large (First Reading).

Prepared by: Bonny Carter, Director of Facilities & Planning

GENERAL OBLIGATION BONDS
Citizen's Oversight Committee Policy and Regulations

I. Adoption of Policy and Regulations – Legal Authority

- 1.1 This Citizens' Oversight Committee Policy and regulations is adopted by the Board of Trustees ("Board") of the Tracy Unified School District ("District") pursuant to the provisions and requirements of Article 2 of Chapter 1.5 of Part 5 of Division I of Title I of the California Education Code (hereinafter the "Law") and pursuant to Education Code Section 35160.

II. Background

- 2.1 On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act (School Facilities: 55% Local Vote, Bonds, Taxes; Accountability Requirements). The text of Proposition 39 includes various accountability requirements including requirements for certain types of audits. In an effort to increase voter acceptance for Proposition 39, the California Legislature passed, and Governor Davis signed, Assembly Bill 1908 ("AB 1908"), which provides additional requirements relative to school district general obligation bond elections conducted pursuant to Proposition 39. Those requirements include provisions requiring school districts which are successful in Proposition 39 bond elections to establish and appoint a Citizens Oversight Committee, as required by the Law (as put into place pursuant to AB 1908). This Policy and Regulations are adopted to comply with the Law and to provide guidance as to the Committee and related matters.

III. Definitions

- 3.1 Unless the context clearly requires otherwise, or a term is differently defined within this Policy and Regulations, the terms defined in the Section III shall, for all purposes of this Policy and Regulations, have the meanings(s) herein specified.

"AB 1908" means Assembly Bill 1908 of the California 2000 Legislative Session, being Chapter 44 of Statutes of 2000.

"Board" means the Board of Trustees of the District.

GENERAL OBLIGATION BONDS
Citizen's Oversight Committee Policy and Regulations

"Bonds" means the general obligation bonds of the District as authorized by the voters and issued pursuant to State law.

"Committee" means the Citizens' Oversight Committee formed and appointed by the Board of the District pursuant to the requirements of the Law, and this Policy and Regulations.

"District" means the Tracy Unified School District.

"Law" means Article 2 of Chapter 1.5 of Part 5 of Division I of Title I of the California Education Code (being Education Code Sections 15278 *et seq.*)

"Proposition 39" means Proposition 39, the smaller classes, safe schools and Financial Accountability Act (school facilities; 55% local vote, bonds, taxes, accountability requirements) as approved by the California electorate on November 7, 2000.

IV Establishment of Committee.

- 4.1 The Committee shall be established upon the certification of successful election results of a Proposition 39 bond election by the Board subject to the purpose, parameters, policies and regulations set forth in California Law and herein.

V. Purpose of Committee.

- 5.1 Statutory Purpose. The purpose of the Committee shall be to inform the public, at least annually in a written report, concerning the expenditure of the bond proceeds. In carrying out this purpose the Committee shall:
- (a) Actively review and report on the proper expenditure of taxpayers' money for school construction;
 - (b) Advise the public as to whether the District is in compliance with the requirements of Article XIII A, Section 1 (b)(3) of the California Constitution, which provides that;
 - i. Bond funds are expended only for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of

GENERAL OBLIGATION BONDS
Citizen's Oversight Committee Policy and Regulations

- school facilities, or the acquisition or lease of real property for school facilities;
- ii. No bond funds are used for any teacher or administrative salaries or other school operating expenses;
- iii. A list of projects to be funded was included on the ballot;
- iv. An annual independent performance audit is performed; and
- v. An annual independent financial audit is performed.

5.2 The Committee shall have only those powers expressly stated in, or directly required by, State law and this Policy and Regulations.

VI Committee Composition.

6.1

- (a) The Committee shall consist of at least seven (7) members, subject to the provisions of Section 7.1(c) hereof.
- (b) The Committee may not include any employee or official of the District or any vendor, contractor, or consultant of the District.
- (c) The Committee shall include all of the following.
 - i. One member who is active in a business organization representing the business community located within the District.
 - ii. One member who is active in a senior citizen's organization;
 - iii. One member who is active in a bona fide taxpayer association;
 - iv. One member shall be the parent or guardian of a child enrolled in the District; and
 - v. One member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the Parent-Group, Parent Club, Parent Teacher Association or school site council.
 - vi. ~~One member has been or is actively involved in the business of agriculture.~~ Two members shall be At-Large.

GENERAL OBLIGATION BONDS
Citizen's Oversight Committee Policy and Regulations

VII Committee Appointments, Term, Officers, and Vacancies

7.1 Appointments

- (a) The initial members of the Committee shall be appointed by the Board within sixty (60) days of the date of the canvass of election results by the Board as required by the Law.
- (b) The Board may solicit applications, or provide for an application process, for appointment to the Committee in such manner as the Board shall direct. The Board may require candidates for membership on the Committee to submit information either on a stated form or to include informational criteria in a manner as may be established by the Board. Notwithstanding Section 4.1 hereof, the Board may, in its discretion, solicit applications for membership to the Committee in advance of an actual Proposition 39 general obligation bond election date as may be necessary or desirable to have adequate applicants to fill all of the required positions on the Committee and to have adequate time in which to fully and completely consider all of the applicants and their corresponding information. The solicitation of applicant information shall not require the formation of the Committee if the bond election in question is not successful.
- (c) In making its appointment, the Board shall satisfy the necessary statutory membership requirements on the Committee as set forth in Section 6.1 (c), hereof. In making its appointments to the Committee the Board may, in its discretion, consider various factors applicable to each candidate, including, but not limited to, (i) residency within the boundaries of the District, (ii) whether the candidate is a registered voter within the District, and (iii) the professional and educational background of any prospective Committee member, which may include experience in construction, property, facilities management and/or finance matters or other factors which tend to support or complement the purposes of the Committee. The Committee shall initially have seven (7) members; however, the Board retains the right to appoint additional members to the Committee provided that the Committee shall always have an odd number of members. In the event that the Law is amended to require a different or greater number of Committee members, the

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Citizen's Oversight Committee Policy and Regulations

Board shall, within the time set by California law, take action to appoint appropriate Committee members as shall be required.

- (d) Any appointee to the Committee shall be required to comply with the requirements and limitations of Section 8.3 hereof.
- (e) If it is determined that if there are multiple qualified candidates beyond the number of existing vacancies, the Board may identify four alternates who can be used to fill vacancies that occur during the subsequent twelve (12) months provided that the action is compliant with sections 7.1(c), 7.2, and 7.3(b). The alternate list shall not exceed four (4) members.
- (f) Alternate Committee Members shall serve 1 year renewable terms, with no limitation on consecutive terms. Alternate members shall be full participants in the oversight process, but shall be non-voting members. However, should a quorum which consist of (4) voting members not be present at a meeting of the committee, the non-voting member shall be recognized as voting members and shall vote in order to create a quorum. Vacancy of an alternate seat shall be determined in accordance with section 7.3, including requirements to attend regularly scheduled meetings.
- (g) Appointees must submit to be fingerprinted and screened through the California Department of Justice to ensure no felony convictions are on record.

7.2 Term

- (a) Each member of the Committee shall serve for a term not to exceed two years. Three Committee members shall be designated as "one year" and four Committee members shall be designated as "two year" term members. No member of the Committee shall serve more than three (3) consecutive terms. A member of the Committee may serve multiple non-consecutive terms as the Board may determine or direct.
- (b) The term of office of a Committee member shall end upon the completion of their initial term or subsequent two-year term or, in the event that a vacancy for that Committee member's position is determined by the Board as set forth in this Policy and Regulations, until such vacancy is determined.

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- (c) Each term shall match the fiscal year of the school district. Hence, each term shall end on June 30th of the appropriate term-year as described in paragraph 7.2.a above.

7.3 Officers

- (a) The Committee shall elect a chair, a vice-chair who shall act as chair only when the chair is absent, and a secretary, which positions shall continue for a one (1) year term. Elections shall be conducted during the first regularly scheduled meeting of each fiscal year. There shall be no limitation to the number of consecutive terms which an officer may serve.
- (b) The Chair of the Committee shall preside at all meetings of the committee, maintain order, rule on parliamentary procedure, consult with the superintendent or designee on preparation of the committee agendas, confer with the superintendent or designee on crucial matters which may occur between committee meetings, enforce the rules of the committee at all meetings, and sign all official reports from the committee.
- a. In case of the resignation, absence, or disability of the Chair, the Vice-Chair shall perform the duties of the Chair. In case of the absence of the Vice-President, the Secretary shall perform all duties of the Chair.
- (c) The Vice-Chair of the Committee shall assume the duties of the Chair in the case of his/her resignation, absence, or disability. He or she will assist the Chair in planning, organizing, and directing activities. He or she will also act as interim spokesperson when the Secretary is not available, and has the responsibility of ensuring the publication of each scheduled meeting.
- (d) The Secretary shall be the chief spokesperson of the Oversight Committee and act as liaison to the news media and the community. The spokesperson is primarily responsible for providing current information to the public and his or her statements should reflect either the consensus or the majority and minority opinions of the committee membership.

7.4 Vacancies

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Citizen's Oversight Committee Policy and Regulations

- (a) Determination of Vacancy. The Board may determine that a Committee member's seat on the Committee has become vacant under any of the following circumstances;
- a. Resignation of that Committee member submitted in writing to the Board (which shall be effective upon its receipt by the Board);
 - b. Death, or a legal determination of the incapacity of that Committee member.
 - c. The Committee member relocates their principal place of residence to a location outside the boundaries of the District.
 - d. Conviction of a violation of Government Code Section 1090 *et seq.* or other applicable conflict of interest laws (see Section 8.3)
 - e. Conviction of any crime resulting in imprisonment or conviction of a felony involving moral turpitude;
 - f. The election or appointment of that Committee member to a public office which is deemed or determined to be an incompatible public office with simultaneous membership on the Committee (see Section 8.3 hereof);
 - g. If a committee member is absent from two (2) or more consecutive regularly scheduled Committee meetings, the school board may determine the position has been vacated; and/or
 - h. In the case of a Committee member who represented one (1) of the six (6) groups set forth in 6.1 (c) hereof, where that member ceases to be a member or a representative of the identified group and does not resume or restore such status within sixty (60) days of such occurrence.
- (b) Attendance
- A. Committee members shall attend all regular business meetings of the Citizen's Oversight Committee.
 - B. If a committee member has two or more unexcused absences for regularly scheduled committee meetings, the School Board may declare that position vacated.
 - C. To be excused from any regularly scheduled committee meeting, the committee member shall notify the Oversight Committee Chairperson at least 48 hours prior to the meeting. However, if the member is unable to attend any regular meeting due to illness, injury or emergency, that same member shall notify the Oversight Committee Chairperson of the emergency within 48 hours after the

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regularly scheduled meeting. This notification shall also constitute an excuse.

- (ii) The District, on behalf of the Board, shall give at least ten (10) days prior written notice of the intent to determine a vacancy on the Committee prior to taking action thereon, and the reasons thereof, which notice shall be mailed, by United States mail first class postage prepaid, to the last known address of the Committee member in question and to the chairperson or president of the Committee. The power to make determinations as to vacancies on the Committee is expressly reserved to the Board.
- (b) In the event a vacancy is determined, such Committee position shall remain vacant until the Board appoints a new Committee member for that position. Following the determination of the vacancy on the Committee the Board shall follow the procedures set forth in Section 7.1 hereof to fill such vacancy within a reasonable period of time. The power to fill vacancies on the Committee is expressly reserved to the Board.
- (c) In making appointments to fill vacancies as set forth in this Section VII, the Board shall make appointments such that the five (5) representative groups, as set forth in Section 6.1 (c) hereof, shall be maintained.

VIII Service on Committee.

- 8.1 Service Without Compensation. As set forth in the Law, members of the Committee shall serve without compensation.
- 8.2 Non-Liability for District Debts. The private and personal property of the Committee members shall be exempt from execution or other liability for any debts, liabilities or obligations of the District or the Committee, and no Committee members shall be personally liable or responsible for any debts, liabilities or obligations of the District or the Committee except where expressly set forth in California law.
- 8.3 Conflicts of Interest and Prohibited Actions. It is the express desire and intention of the Board that members of the Committee shall not be, or have, any financial interest in the matters which they review.

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- (a) All members of the Committee, as a condition of membership on the Committee, may be requested to sign a certification declaring that such Committee appointee has no conflict of interest as to the issues which shall be before the Committee.
- (b) All members of the Committee shall expressly be subject to the limitations and requirement of Article 4 of Division 4 of Title I of the California Government Code, being Government Code Sections 1090, *et seq.*
- (c) All members of the Committee shall expressly be subject to the limitations and requirements of Article 4.7 of Division 4 of Title I of the California Government Code. Being Government Code Sections 1125, *et seq.*
- (d) All Committee members shall submit required Statements of Economic Interests, including filing annual Statements of economic Interests, pursuant to the District's current Conflict of Interest Code and California Government Code Sections 81008. All Committee members shall be required to report at a minimum under Disclosure Category II. All such Statements of Economic Interests shall be filed with the District and shall be available for public review as required by California Government Code Section 81000. *et seq.* All members of the Committee shall be furnished with a copy of the District's current Conflict of Interest Code upon their taking office as Committee members. Additionally, all persons appointed to the Committee shall be provided with a copy of this Policy and Regulations and any amendments thereto.

IX. Committee Activities and Meetings.

- 9.1 Activities of the Committee. The Committee may engage in any of the following activities in furtherance of its purpose:
 - (a) Receive and review copies of the annual performance audit (as prepared pursuant to the requirements of Proposition 39);
 - (b) Receive and review copies of the annual financial audit (as prepared pursuant to the requirements of Proposition 30);
 - (c) Inspect school facilities and grounds to ensure that bond funds are expended for the purpose set forth in the bond measure approved by the voters;
 - (d) Receive and review copies of any deferred maintenance proposal or plans developed by the District;
 - (e) Review efforts by the District to maximize bond revenues by implementing cost-saving measures, including, but not limited to:

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- (i) Mechanisms designed to reduce the cost of professional fees;
 - (ii) Mechanisms designed to reduce the costs of site preparation;
 - (iii) Recommendations regarding the joint use of core facilities;
 - (iv) Mechanisms designed to reduce costs by incorporating efficiencies in school site design; and
 - (v) Recommendations regarding the use of cost-effective and efficient reusable plans.
- (f) The Committee shall issue regular reports of the results of its activities. The Committee must issue at least one report each year.

9.2 Construction of Agenda. The superintendent or his designee, in cooperation with the Chair of the Committee, shall prepare an agenda for each regular meeting. Any committee member may contact the Superintendent or the Chair and request any item directly related to Committee business be placed on the agenda no later than five week days prior to the legally required public posting of the agenda.

- (a) The superintendent and the chair shall jointly determine if the item is or is not a matter directly related to Committee business.
- (b) The Committee may place limitations on the total time to be devoted to the matter at any meeting, and may limit the time allowed for any one person to speak on the matter at the meeting.
- (c) This provision does not prevent the board from taking testimony at regular meetings on matters which are not on the agenda which a member of the public may wish to bring before the Committee, but the Committee may take no action on such matters at that meeting.

9.3 Brown Act Compliance: Public Records.

- (a) Regular meeting dates, time, and place shall be established by the Committee and published/posted in accordance with the Ralph M. Brown Act (being Government Sections 54950 *et seq.*) and applicable District posting procedures. All Committee proceedings shall be open to the public and shall be subject to the provisions of the Ralph M. Brown Act. The Committee may adopt rules and regulations guidelines or similar procedures as may be necessary or desirable in order to comply with the requirements of the Ralph M. Brown Act.
- (d) All documents received by the Committee, Committee minutes and reports issued by the Committee shall be a matter of public record.

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Citizen's Oversight Committee Policy and Regulations

X. Technical and Administrative Support.

- 10.1 Statutory Requirement. The Board of the District, without any use of Bond funds, shall provide the Committee with:
- (a) Any necessary technical assistance and administrative assistance in furtherance of the Committee's purpose; and
 - (b) Sufficient resources to publicize the conclusions of the Committee (including establishing, operating and updating the Committee Internet Website).
- 10.2 Administrative Support. Administrative support provided by District staff to the Committee shall include all of the following:
- (a) Preparing, mailing and posting agendas for meetings of the Committee in compliance with the Ralph M. Brown Act;
 - (b) Preparing and submitting documents (including agenda materials) to the Committee members and to members of the public in compliance with the Ralph M. Brown Act;
 - (c) Arranging for meeting locations and preparing meeting facilities for scheduled meetings of the Committee;
 - (d) The taking, transcribing, providing and maintaining of minutes of the Committee meetings which minutes shall, at a minimum, include an identification of all Committee members present and absent at any meeting of the Committee and a statement of the vote on each issue of business directed, determined or set out by the Committee; and
 - (e) Maintaining Committee records and responding to public records act requests directed to the Committee which public records act requests and responses shall be handled according to the same procedures as are applicable to the District under its public records act policy.

District staff shall provide the following technical support to the Committee:

- (a) Arranging tours and inspections of school facilities and grounds as may be reasonably scheduled by the Committee as set forth in Section 9.1(c) above.
- (b) Providing audits, and written reports as provided for in Section 9.1 above, and providing, operating, maintaining and updating the Committee Internet Website as set forth in Section 10.3, hereof.
- (c) The District shall, in compliance with Section 10.1 hereof, provide sufficient administrative support and technical resources to conform

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with the directives and requirements set forth in the Law and within this Policy and Regulations. In covering such costs, the District shall cover such costs as are reasonably necessary or required under California law and this Policy and Regulations in furtherance of the Committee's express purpose. In the event of a question relating to whether an expense of the Committee is reasonably necessary, such determination shall lie within the purview of the Superintendent of the District, who shall have the responsibility to provide a final determination on approval of such cost(s).

- 10.3 Committee Internet Website Education Code Section 15280(b) requires that certain documents relating to the Committee be made available on an Internet Website maintained by the District. The cost to operate, maintain and update the Committee Internet Website shall be the responsibility of the District. The Committee Internet Website may be included within an existing Website operated by the District or may be operated separately. The following documents and information shall appear on the Committee Internet Website and shall be updated from time to time:
- (a) Minutes of Committee meetings;
 - (b) Reports issued by the Committee; and
 - (c) Documents received by the Committee.
- 10.4 Presentation of Reports. Reports, including the annual report of the Committee, and recommendations of the Committee shall be presented to the Board. Committee recommendations for specific actions shall be forwarded to the Board and such District staff members as such recommendations shall concern.

XI. Disbanding of Committee; Records.

- 11.1 The Committee shall be disbanded at the end of the fiscal year in which:
- (a) All Proposition 39 bond proceeds and earnings thereon have been expended;
 - (b) The Committee has issued its final annual report as required under Section 9.1(f) above; and
 - (c) The Committee has completed and conducted its final meeting which shall be scheduled after notice of 11.1(a) hereof occurs.
- 11.2 In the event that the Committee is disbanded and the District succeeds in a later bond election where the provisions of Proposition 39 and the Law are applicable, the Board may, depending upon the passage of time, either

GENERAL OBLIGATION BONDS**Citizen's Oversight Committee Policy and Regulations**

reconstitute the last seated Committee or appoint new Committee members. Such determination shall be in the sole and absolute discretion of the Board.

- 11.3 All records of the Committee shall be kept by the District (pursuant to its records retention policy) for a period of at least two (2) years after the disbanding of the Committee as provided for herein.

XII. Amendment of Policy and Regulations.

- 12.1 The Policy and Regulations set forth herein shall be subject to such later and further amendments and modifications by the Board as may be required by State law or may be reasonably necessary in fulfilling the purpose of the Committee or in the efficient administering of the business of the Committee.

XIII. POWERS RESERVED TO THE GOVERNING BOARD

- 13.1 In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds for approved bond projects:
- (b) Projects financed through the State of California, developer fees, redevelopment tax increment, certificates of participation, CFD Bonds, the general fund or the sale of surplus property without bond proceeds shall be outside the authority of the Committee.
 - (c) The establishment of priorities and order of construction for the bond projects shall be made by the Governing Board of the District at its sole discretion.
 - (d) The selection of architects, engineers, soils engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the project based on District criteria established by the Board is at its sole discretion.
 - (e) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) by the Board is at its sole discretion and the Board shall report to the Committee on any cost saving techniques considered or adopted by the Board.
 - (f) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the activities of the Committee shall be the responsibility of the Governing Board

GENERAL OBLIGATION BONDS

Citizen's Oversight Committee Policy and Regulations

- (g) The approval of an annual budget for the Committee that is sufficient to carry out the activities set forth in Proposition 39 and included herein shall be the responsibility of the Governing Board.
- (h) The allocation of State School Building Program grant funds to projects in the order and in an amount determined by the Board is at its sole discretion.
- (i) The adoption of a plan for publicizing the activities of the Committee and the determination as to whether a mailer, a newspaper notice or website materials would best suit the distribution of the Committee's findings and recommendations is at the sole discretion of the Governing Board.
- (j) The amendment or modification of the Procedures, Policies & Guidelines for the Committee as provided herein shall be the responsibility of the Governing Board, subject to the legal requirements of Proposition 39.
- (k) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted by the Governing Board is at its sole discretion as part of carrying out the Board's function under Proposition 39.
- (l) Amendment of Policy and Regulations.

Adopted: 10/22/02

Revised: 05/08/07

Revised: 07/14/07

Revised: 09/24/13

Revised: 05/08/18



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 16, 2018
SUBJECT: Disband the Measure E and Measure S Citizen's Oversight Committees
Pursuant to Board Policy 7215 (a)

BACKGROUND: On October 8, 2002, the Board of Education approved Resolution No. 02-06, adopting policies and regulations relative to Citizen's Oversight Committee for General Obligation Bonds approved pursuant to Proposition 39; and, approved the first reading of Board Policy BP 7215 (a) General Obligation Bonds, Citizens Oversight Committee Policy and Regulations.

RATIONALE: Section XI of the BP 7215 (a) states that the Committee shall be disbanded at the end of the fiscal year in which: (a) all Proposition 39 bond proceeds and earnings thereon have been expended; (b) the Committee has issued its final annual report; and (c) the Committee has completed and conducted its final meeting. All Measure E and Measure S bond proceeds have been expended, both Committees have approved their final Annual Report and conducted their final meeting at their April 16, 2018 Bond Oversight Committee meetings.

It is therefore recommended that the Measure E Citizen's Oversight Committee and the Measure S Citizen's Oversight Committee be disbanded.

FUNDING: No funding implications.

RECOMMENDATIONS: Disband the Measure E and Measure S Citizen's Oversight Committees Pursuant to Board Policy 7215 (a).

Prepared by: Bonny Carter, Director of Facilities & Planning



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 15, 2018
SUBJECT: Approve Adoption of Instructional Materials for Freshman Seminar

BACKGROUND: Tracy Unified School District's (TUSD) Summer Bridge Program evaluated the success of ninth-grade alumni and determined that students might benefit from more support in their freshman year. Tracy High School and West High School proposed to pilot a new course, the Freshman Seminar, to begin in August 2018. *Foundations for Success* was found to be a match to the needs of the TUSD Summer Bridge Program. This selection was presented to the Curriculum Council on March 6, 2018. The Curriculum Council is recommending the self-published *Foundations for Success*, published in 2015. Community members have been made aware of the adoption process and this recommendation through newspaper announcements and a public review period of materials at the Instructional Media Center.

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

- Is well-aligned to George Washington University's Freshman Transition Initiative standards (85% of all standards, 100% of those that form the basis of TUSD's Summer Bridge Program)
- Includes engaging lessons for students, customizable to TUSD's needs
- Allows integration with Advancement Via Individual Determination (AVID) course content and skills

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

FUNDING: Funding for the purchase of recommended materials will not to exceed \$5000 and will be provided by Local Control Funding Formula funds reserved for the purchase of instructional materials.

RECOMMENDATION: Approve Adoption of Instructional Materials for Freshman Seminar.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 27, 2018
SUBJECT: **Approve the Request to the California Department of Education to Authorize Earle E. Williams Middle School and Merrill F. West High School as School-wide Title I Programs**

BACKGROUND: School-wide Programs (SWPs) are a cornerstone of the vision for school reform as defined in Title I of the Federal No Child Left Behind (NCLB) Act of 2001 and now known as Every Student Succeeds Act (ESSA) of 2018. Research shows that in order for the lowest achieving students in the highest poverty schools to meet high standards of performance, the school's entire instructional program, not just a separate Title I program, must be substantially improved. Since no separate student eligibility process is required for participation in a SWP, the advantage to a school becoming a SWP is that the SWP educational program serves ALL students. Fiscally, ESSA allows schools to consolidate or blend funds. SWP schools may then use their consolidated federal, state, and local funds to reform their entire educational program. Title I schools often choose to change their status from targeted assistance to SWP status in order to better meet the needs of all their students.

RATIONALE: During the 2017-2018 school year, Merrill F. West High School and Earle E. Williams Middle School were identified as the next schools within the Tracy Unified School District to qualify as Title I Schools. This determination was made based upon the number of students at each site that qualify for free and reduced lunch. To be eligible to operate as a SWP school, schools must have a concentration of students living in poverty of at least 40 percent in the initial year of the SWPs. The CDE requires each school requesting School-wide Program status to conduct a thorough needs assessment; to formulate a SWP plan based on the results of the needs assessment (contained within the Single Plan for School Achievement (SPSA or School Site Plan); to have full approval of its School Site Council; and to receive LEA Board Approval. Merrill F. West High and Earle Williams Middle Schools have completed all of these requirements, and are now seeking Tracy Unified Board of Trustee Approval. As the final piece of this process, the District must submit a request for authorization to be a School-wide Program to the California Department of Education, indicated in the Consolidated and Reporting System (CARS) Report. Merrill F. West High School and Earle E. Williams Middle School have been eligible for the past few years. However, it was not until the 2017-2018 school year that notification of additional funding for the 2017-2018 school year was received by the District, thus allowing Merrill F. West High School and Earle E. Williams Middle School to be added to the list of schools to receive Title I funding. Currently, 56.86% of the students attending Merrill F. West High School qualify for free and reduced lunch and 55.16% of the students at Earle E. Williams Middle School qualify for free and reduced lunch. This Agenda request supports District Strategic Goal # 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve the Request to the California Department of Education to Authorize Earle E. Williams Middle School and Merrill F. West High School as School-wide Title I Programs

Prepared by: Julianna Stocking, Director of Alternative Programs



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: March 23, 2018
SUBJECT: Approve Variable Term Waivers for Special Education Teachers – Added Authorization in Special Education (AASE); Orthopedic Impairment

BACKGROUND: Variable term waivers provide additional time for teachers to complete the requirements for the credential that authorizes service or to provide employing agencies time to fill the assignment with an individual who either holds an appropriate credential or qualifies under one of the available assignment options.

RATIONALE: Tracy Unified School District has the need to have Several Special Education Teachers teach students with an orthopedic impairment. A Variable Term Waiver is needed to allow Tracy Unified School District to time to hire teachers who hold the proper authorization to teach these students and to allow our current Special Education teachers time to complete a program which will authorize them to teach this disability area.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Variable Term Waivers for Special Education Teachers – Added Authorization in Special Education; Orthopedic Impairment

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 the following Variable Term Waivers. This will allow the district time to hire teachers who are authorize to teach students with an orthopedic impairment disability and also time for our current Special Education teachers to complete a program which will authorize them to teach this disability area. The individuals will be provided orientation, guidance and assistance during the valid period of the waiver.

Gina Berlin – Stein Continuation; Young Adult Program
Dolores Eusano – Hirsh Preschool; SDC
Cynthia Hagerty – McKinley Preschool; SDC
Jennifer King – Home Hospital; 1st, 5th and 10th grade
Tida Khuon – West High School; SDC
Debra Lackey – Stein Continuation; Young Adult Program
Sheri Middleton – Villalovoz Elementary; SDC 2-3
Brenda Mireles Jacinto – Jacobson Elementary; SDC 2-3
Melinda Ortega – Jacobson Elementary; SDC 4-5
Nancy Sandoval – Bohn Elementary; SDC K-1
Heather Yates – Tracy High School; SDC

AYES:
NOES:
ABSTAIN:
ABSENT:

Board President

Date

ATTEST:

Board Vice President

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: April 4, 2018
SUBJECT: Adopt the District's Initial Bargaining Proposal for the California School Employees Association for the 2017-2018 School Year

BACKGROUND: The current three-year contract between the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD) expires on June 30, 2018. CSEA submitted its initial bargaining proposal for a successor agreement at the regularly scheduled board meeting on March 13, 2018. The District presented their initial bargaining proposal at the board meeting on March 27, 2018.

RATIONALE: CSEA is requesting to meet and negotiate with the District for the Articles shown on the attached proposal. The District chooses to open the following Articles:

- Article VIII – Pay and Allowances
- Article X – Fringe Benefits
- Article XL – Reclassification Requests
- Article XLIV – Duration of and Procedure for Modifying this Agreement

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

FUNDING: N/A

RECOMMENDATION: Adopt the District's Initial Bargaining Proposal for the California School Employees Association for the 2017-2018 School Year.

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



California School Employees Association

610 Contract Review Form

Date: 2-27-18

Chapter Name & Number: Tracy #98

Employer: Tracy USD

Unit: Wall to Wall

Chapter President: Michael Caulfield

Employer's Negotiator: Tammy Jalique

LRR: SLRR Gaulman

LRR not at Table: ☐

Initial Proposals																							
<input checked="" type="checkbox"/> Successor (Next) ✓		Current Contract Term: <u>7-1-15</u> to <u>6-30-18</u> ✓																					
Date Chapter Surveyed <u>2-13-18</u> ✓		Proposed Contract Term: <u>7-1-18</u> to <u>6-30-21</u> ✓																					
<input type="checkbox"/> Reopener: <input checked="" type="checkbox"/> Succ ✓ <input type="checkbox"/> Yr 1R <input type="checkbox"/> Yr 2R <input type="checkbox"/> Yr 3R <input type="checkbox"/> Yr 4R for School Year: ____/____																							
Date of Membership Approval: <u>2-20-18</u> ✓ Date Submitted to Employer: <u>3-1-18</u>																							
Tentative Agreement (Successor/Reopeners)																							
Current Contract Term: _____ to _____																							
<input type="checkbox"/> Successor (Next)		Next Contract Term: _____ to _____																					
<input type="checkbox"/> Reopener: <input type="checkbox"/> Succ <input type="checkbox"/> Yr 1R <input type="checkbox"/> Yr 2R <input type="checkbox"/> Yr 3R <input type="checkbox"/> Yr 4R for School Year: ____/____																							
Ratification Dates: _____		Chapter: _____ Employer: _____																					
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Contract Details																							
Concessions:	Opt-Outs:	Waivers:																					
<input type="checkbox"/> Furlough <input type="checkbox"/> Layoffs <input type="checkbox"/> Reductions <input type="checkbox"/> Salary Roll Back	<input type="checkbox"/> Cash In Lieu of Benefits <input type="checkbox"/> Cash on Salary Schedule <input type="checkbox"/> Other (see comments) <input type="checkbox"/> Tax Deferred Account	<input type="checkbox"/> Contract Extended <input type="checkbox"/> Contracting Out <input type="checkbox"/> Grievance <input checked="" type="checkbox"/> Past Practices <input type="checkbox"/> Reduction of Hours																					
Protections:	Restorations:	Reopeners/Schedule:																					
<input checked="" type="checkbox"/> Agency Shop ✓ <input type="checkbox"/> Binding Arb - Discipline <input type="checkbox"/> Binding Arb - Grievance <input type="checkbox"/> LCFF/LCAP Trigger <input checked="" type="checkbox"/> No Contracting Out ✓ <input checked="" type="checkbox"/> Orientation includes Union	<input type="checkbox"/> Eliminate Furloughs <input type="checkbox"/> Hours <input type="checkbox"/> Position <input type="checkbox"/> Salary	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Cycle</th> <th>School Yr</th> <th>IP Due</th> </tr> </thead> <tbody> <tr> <td>Succ</td> <td>____/____</td> <td></td> </tr> <tr> <td>Yr 1R</td> <td>____/____</td> <td></td> </tr> <tr> <td>Yr 2R</td> <td>____/____</td> <td></td> </tr> <tr> <td>Yr 3R</td> <td>____/____</td> <td></td> </tr> <tr> <td>Yr 4R</td> <td>____/____</td> <td></td> </tr> <tr> <td>Next</td> <td></td> <td></td> </tr> </tbody> </table>	Cycle	School Yr	IP Due	Succ	____/____		Yr 1R	____/____		Yr 2R	____/____		Yr 3R	____/____		Yr 4R	____/____		Next		
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Tentative Agreement (MOU/Settlements)																							
Current Contract Term: _____ to _____ for School Year: ____/____																							
<input type="checkbox"/> Disciplinary Settlement <input type="checkbox"/> Grievance Settlement <input checked="" type="checkbox"/> Other/Subject: _____																							
Agreement Ends: _____																							
Ratification Dates: _____		Chapter: _____ Employer: _____																					
LRR Comments:																							

For Office Use Only

Date SLRR Reviewed: 2/27/18 SLRR Initials: ALB Date FD Reviewed: 2-28-18 FD Initials: JH

☐ Member Ratification ☐ E-Board Ratification ☐ No Ratification ☒ Chapter Approval

☒ 610 Okay ☐ 610 Okay (late) ☐ 610 Denied

Date Letter Sent: 2/28/18

Vote Count: Yes _____ No _____

FD/SLRR Comments/Recommendations:

Agreement Rec'd: _____ Hard Copy _____ Electronic Copy _____ Filed in DMS _____



**California
School
Employees
Association**

5375 West Lane
Stockton, CA 95210

(209) 472-2170
(800) 757-4229
FAX: (209) 472-2089

www.csea.com

Member of the AFL-CIO

*The nation's largest
independent classified
employee association*



February 28, 2018

VIA EMAIL SCAN & U.S. MAIL
mikecaulfield67@yahoo.com

Michael Caulfield, Chapter President
Tracy Chapter #098
230 Brannon Dr.
Tracy, CA 95376-1958

Dear President Caulfield:

We have received the Initial Proposal-Successor-2018-2021. The initial proposal has been reviewed in accordance with Policy 610 and I have found no apparent violations of law, CSEA's Constitution and Bylaws or policies of the Association.

Remember once a tentative agreement has been reached, forward a signed copy to your Labor Relations Representative immediately for review and approval prior to ratification.

I would like to take this opportunity to acknowledge the time and effort spent by the Negotiating Committee and yourself in preparing the initial proposal. Your involvement and dedication is truly appreciated.

Very truly yours,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Janet Jones Sterling
Field Director

JJS/jk

Enclosure: Ch_0098-2018-2021-IP

c: Debra Ladwig, Regional Representative 42

Carmen Alessandro, Area Director E

Roderick Gaulman, Senior Labor Relations Representative

098 file

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS TRACY CHAPTER 98

Initial Proposal for 2017-2018

The Association shall submit their proposal for a Successor Agreement to the District between January 1st and March 15th, 2018. The District shall respond in writing within (30) days of receipt of the Association's successor proposal.

***Article 7.3, Job Stewards and Site Representatives,** Revise language consistent with the Representational Rights of Job Stewards and Site Representatives

***Article 8.5 C & C 1, Pay and allowances**

- Provide a reasonable amount of pay increase
- Classified employees are not substitute when backfilling for other classified

***Article 9.1. Reimbursement,** Uniform Replacement language should be consistent with Article 31.1

***Article 9.2, Reimbursement,** Address the cost auto insurance or indemnify for employees in case of accident

***Article 10, Fringe Benefits,** The District to provide a reasonable cost of rising health insurance

***Article 11.11 (B), Hours and Overtime,** All hours above eight (8) hours per day are overtime, regardless of the duty performed

***Article 13.1, Bereavement Leave,** Include Certified Domestic Partner to the list

***Article 32, Layoff and Reemployment,** Include Reduction of Hours per Government Code standards

***Article 33, Grievance Procedures,** Include a Mediation Clause before going to advisory arbitration

***New Article 41, School Calendar,** Classified Employees work year calendar to be bargained with CSEA

***Article 45, Duration,** create a new successor term 7-1-18 through 6-30-21



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: March 27, 2018
SUBJECT: Approve Practicum Agreement with San Jose State University for their School of Social Work

BACKGROUND: Tracy Unified School District currently encourages colleges and universities to place students in our schools to fulfill their student field experience. This has aided the District in increasing the number of candidates that are available for a variety of positions within the district. A contract with San Jose State University and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective April 24, 2018 and will remain active for five years from this date.

RATIONALE: Students working on their field experience will be placed with permanent staff within our district who are willing to serve as supervisors with the approval of their administrator. This agenda item meets strategic goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Practicum Agreement with San Jose State University for Their School of Social Work

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources

PRACTICUM AGREEMENT
FOR FURNISHING FIELD TRAINING
FOR THE SCHOOL OF SOCIAL WORK

This Agreement is entered into between the Trustees of the California State University on behalf of San José State University, located at One Washington Square, San Jose, CA 95192 hereinafter called the (“the University”), and Tracy Unified School District, located at 1875 W. Lowell Ave., Tracy, CA 95376, hereinafter called the (“Facility”). The University and Facility are referred to collectively as the Parties.

Witnesseth:

WHEREAS, the Trustees have approved Bachelor of Arts in Social Work (“BASW”) and Masters of Social Work (“MSW”) Programs for the University and such programs require field work experience and the use of facilities; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the University’s Social Work Programs use facilities for their experience,

WHEREAS, the SOCIAL WORK PRACTICUM is an essential part of professional education for Social Work: an essential element of the practicum must be the inclusion of learning experiences that provide for students’ direct engagement in service activities. The intent of the Practicum is to enhance student learning within all areas of the curriculum. The Practicum should provide all students with opportunities for development, integration, and reinforcement of competence through performance in actual service situations. It should permit students to acquire and test skills relevant to emerging conditions of Social Work practice. The Practicum should also foster for all students the integration and reinforcement of knowledge, value and skill learning acquired through particular courses, with a focus on transcultural generalist practice and populations at-risk. In the Practicum the students should have an opportunity to delineate and comprehend questions for research which arise in the course of practice.

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

I. FACILITY SHALL:

- A. Permit each student who is designated by the University pursuant to Paragraph II. A below to receive field training experience at the Facility, and shall furnish, and permit such students and University instructors free access to appropriate facilities for field work experience.
- B. It is expected, in accordance with the presently established values and goals of the University and School of Social Work, that placement facilities provide the following:

1. A field setting that offers the opportunity to serve various at-risk populations. This includes opportunities to work with clients who are oppressed, marginalized, and/or disenfranchised by virtue of their ethnicity, sexual orientation, socioeconomic status, immigration experience, age, and/or disability;
 2. A setting that offers opportunities to students to examine their own commitment to these at-risk populations;
 3. Setting that offers students opportunities to test, modify and integrate the ideas, concepts and values of the Social Work curriculum into their emerging professional selves; and
 4. A setting that provides students with an opportunity to develop skills and practical knowledge by working with at-risk clients under the guidance of a skilled supervisor.
- C. It is required that each Placement Facility shall:
1. Provide a learning experience that entails a commitment to service compatible with the values and ethics of the Social Work profession;
 2. Provide a qualified field supervisor to be provided either by the agency or the School of Social Work. Assessment of qualifications will take into account professional education, commitment to the values of the Social Work profession, competence in practice, and interest and competence in teaching and supervising;
 3. Accept the guiding principle that placement of not less than two (2) Social Work students is highly desirable from the educational perspective;
 4. Make available suitable desk space, telephones, word processing facilities, supplies, and interviewing facilities. This provision may be waived under exceptional circumstances if the educational benefits resulting from a Practicum experience in a particular agency or setting could not be otherwise realized;
 5. Provide sufficient structure for the necessary learning experience, i.e. acceptable field instruction, and proper assumption of responsibility by administration, staff, sponsor or constituency, when the Practicum is located in organizations in fields other than social welfare;
 6. Provide periodic supervisory conferences and semester evaluations, and open communications between the setting, the field supervisor, and School must be satisfactorily met as spelled out by the School of Social Work in the Field Practicum Manual; and

7. Have the right, after consultation with the University, to refuse to accept for further experience any of the University's students who in the Facility's judgment are not participating satisfactorily in said program.

II. TRUSTEES, THROUGH THE UNIVERSITY, SHALL:

- A. Designate the students who are enrolled in the San José State University's Practicum Programs of the School of Social Work to be assigned for field experience at the Facility, in such numbers as are mutually agreed to by both parties;
- B. Monitor all instruction for field work experience given at the Facility to the assigned students and provide the necessary Social Work instructor(s) when the Facility field supervisor is not a Social Worker;
- C. Keep all attendance and academic records of students participating in said Program;
- D. Require every student to conform to all applicable Facility policies, procedures, and restrictions specified jointly by representatives of the University and Facility; and
- E. Require University's School of Social Work instructors to notify Facility in advance of:
 1. Student(s) assigned to the facility.
 2. Student Schedules
 3. Changes in placement assignments
- F. Inform students they will be required to obtain fingerprint clearance through Tracy Unified School District and provide TB clearance prior to commencement of practicum.

III. FACILITY AND UNIVERSITY SHALL AGREE AS FOLLOWS:

- A. THIS AGREEMENT will become effective as of the date of the last executed signature and shall remain in effect for a term of five (5) years, unless terminated sooner. Either party, after giving the other party 30 days advance written notice of its intention to so terminate, or for just cause, this agreement can be terminated immediately by either party.
- B. In order to insure the satisfaction of all, the student and the field supervisor must jointly formulate a practicum Contract to be submitted for approval by the Facility Field Liaison and the Field Education Director of the BASW or MSW Program.

C. Mutual Indemnification

SJSU shall indemnify, defend, and hold harmless Facility, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of the performance of this Agreement by SJSU and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the Facility. SJSU shall reimburse Facility for all costs, attorneys' fees, expenses and liabilities incurred with respect to any claim or litigation for which SJSU is obligated to indemnify, defend and hold harmless Facility under this Agreement.

Facility shall indemnify, defend and hold harmless SJSU, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of the performance of this Agreement by Facility and/or its agents, employees, subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the SJSU. Facility shall reimburse SJSU for all costs, attorneys' fees, expenses and liabilities incurred with respect to any claim or litigation for which Facility is obligated to indemnify, defend and hold harmless SJSU under this Agreement.

The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities of this Agreement, provided that nothing shall require either party to disclose any documents, records or communications which are protected under the peer review privilege, the attorney-client privilege or the attorney work-product privilege. The provisions of this section shall survive the termination of this Agreement.

D. Insurance

Without limiting the indemnification of either party to this Agreement, each party shall maintain or cause to be maintained the following insurance coverage: (i) a policy of commercial general liability with limits of liability not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate; (ii) a policy of workers' compensation providing statutory coverage; and (iii) such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under the Agreement. The requirements of this section may be satisfied by the provision of similar coverage through a self-insurance program. San Jose State University will provide Tracy Unified School District proof of insurance as specified in Exhibit 1 prior to the placement of any students.

E. THIS AGREEMENT may at any time be altered, changed or amended by mutual agreement of the parties in writing.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and the year first above written.

FACILITY,

Agency Name Tracy Unified School District
Authorized Signature _____
Print Name Tammy Jalique
Title Associate Superintendent of Human Resources
Date _____

SAN JOSE STATE UNIVERISTY, CONTRACTS AND PURCHASING SERVICES

San José State University

Authorized Signature _____
Print Name _____
Title _____
Date _____

Revised October 19, 2017



Exhibit 1
1875 W. Lowell Avenue
Tracy, CA 95376
Phone (209) 830-3230
Fax (209) 830-3269

The following is required for all university agreements:

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
 - a. List the "Certificate Holder" as follows:
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
 - b. Comprehensive General Liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate is required. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Risk Management Department).
 - c. Proof of Workers Compensation for university employees who will be on district's school sites to observe their students. (waiver of subrogation to be part of this coverage)
 - d. Proof of Professional Liability Insurance, with coverage for Sexual Molestation Coverage with endorsement.
 2. An **Additional Insured Endorsement** (Form Number **CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization** or its direct equivalent) **must** accompany the Certificate of Liability Insurance. Please note the following:
 - a. List the "Additional Insured" as follows:
Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insured with the respects to Liability.
 - b. The coverage shall be primary and non-contributory, with respect to general liability and waiver of subrogation for workers compensation (if applicable).
 - c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.
-



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: April 17, 2018
SUBJECT: **Approve Job Description and Salary Placement for English Learner Program Coordinator**

BACKGROUND: The District's California School Dashboard data indicates a need to provide additional attention to programs and services to support English language proficiency and academic achievement for English Learners. In addition, the adoption of the new California English Learner Road Map has created a greater need to strengthen comprehensive educational programs, services, and practices for English Learners in the District. The principles of the English Learner Road Map are intended to guide all levels of the District system toward a coherent and aligned set of practices, services, relationships, and approaches to teaching and learning that add up to effective, 21st century education for all English Learners.

RATIONALE: In order to ensure that additional resources and support are available to English Learner students, programs, and services in the District, the English Learner Program Coordinator will be responsible for directing and assisting with planning, organizing, and developing the K-12 English Learner curricular programs to strengthen the quality of instruction and meaningful access for English Learners in the District. This position will provide additional focused attention to English Learner progress and proficiency to create alignment and articulation within and across the District systems.

This new job description accurately reflects the essential functions, education, and experience, skills, and qualifications for the position of English Learner Program Coordinator. 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: District Title III. The additional annual salary cost is estimated to be \$135,067 for the position of English Learner Program Coordinator

RECOMMENDATION: Approve Job Description and Salary Placement for English Learner Program Coordinator

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: English Learner Program Coordinator

DEPARTMENT: Educational Services

POSITION SUMMARY: Under the general supervision of the Director of Continuous Improvement, State and Federal Programs, the English Learner Program Coordinator is responsible for assisting in planning, coordinating, implementing, and evaluating the K-12 English Learner Curricular Programs and coordinating training and staff development activities related to continuous improvement for English Learners. Serves as an educational leader in the District, with primary responsibility for the English Learner Programs.

ESSENTIAL FUNCTIONS:

1. Provides leadership in planning, coordinating, implementing, and evaluating the K-12 English Learner Programs at the District and with individual school sites.
2. Coordinates testing for-English Proficiency identification and completion of necessary documentation.
3. Provides leadership for the development, implementation, and evaluation of appropriate assessments for measuring the progress of English Learner students toward the acquisition of English and for the purpose of evaluating program effectiveness.
4. Provides leadership and supports process of CALPADS Data entry and corrections related to English Learners to ensure accuracy.
5. Provides leadership for planning, coordinating, and facilitating the activities of the District English Learner Advisory Committee (DELAC).
6. Provides direction to instructional staff with EL program development within individual schools.
7. Provides direction for, plans, coordinates, and facilitates the District's EL Steering Committee and provides leadership in the selection of instructional materials for English Learner Programs.
8. Performs other related duties as assigned by the Director of Assessment and Accountability and Director of Continuous Improvement, State and Federal Programs related to English Learner Programs and Services.
9. Demonstrate an understanding of and supports implementation of CA ELD Standards and frameworks for TK-12.
10. Provides direction and assists in leading, managing and delivering the implementation of a comprehensive professional development program for certificated staff in English Language Development.
11. Assists in the collection, interpretation, and use of data and assessment results to improve instructional practice and student learning.
12. Provides coaching, training, lesson modeling and support to teachers of English Learners in K-12 grade levels.
13. Provides direction and advises staff on appropriate identification and placement of students who have a home language other than English.

14. Works with LTEL counselor, site counselors, and site administration to direct and advise appropriate programs and services for English Learners.
15. Maintain professional competence through on-going professional development and training in areas related to the position and its responsibilities and assist in providing leadership in determining program direction and improvement to curriculum, instruction and assessment including the use of technology.
16. Assists in analyzing training, coaching, and identifying instructional needs to develop new programs or modify and improve existing programs in grades K-12 English Language Development.
17. Function as a resource for Staff Development in all curriculum areas including current California Standards and instructional technology for all certificated staff related to English Language Development.
18. Develop and carry out long and short-term plans, programs, and activities to support the implementation of English Language Development curriculum and instructional programs with minimal supervision.
19. Serve on District level committees to represent and report on English Learner Programs and other staff development programs as appropriate.
20. Provide presentations, trainings, seminars, grade/subject alike meetings and workshops during District staff development days, including but not limited to preservice days, Early Release Monday (ERM) time, and at other professional development opportunities.
21. Supervise and evaluate certificated and classified staff as assigned.
22. Establish and maintain cooperative working relationships with those contacted during the course of work.
23. Maintain confidentiality on issues concerning programs with staff.
24. Maintain regular and prompt attendance in the work-place.
25. Perform other related duties as assigned.

EDUCATION AND EXPERIENCE:

A valid California Teaching Credential with BCLAD, or CLAD, or equivalent certification and Master's Degree is required. Must possess or be able to obtain a valid California Administrative Services Credential. Successful experience in the field of education, including a minimum of five-years teaching experience is required. Successful experience implementing an EL program and services. Administrative experience in a school setting is preferred. Experience with and knowledge of the California standards for English Language Development and frameworks for K-12 is required. Experience with program evaluation and data collection preferred. A valid California Driver's License is required; have willingness and ability to travel throughout the District.

SKILLS AND QUALIFICATIONS:

1. Comprehensive knowledge of and experience with effective presentation strategies.
2. Knowledge and experience in implementing research-based English Learner instructional strategies and practices.
3. Knowledge of applicable State and Federal regulations pertaining to EL students and programs.
4. Ability to provide leadership to District and Community committees/employees.
5. Communicate and collaborate effectively with diverse groups and audiences.

6. Ability to assist teachers in identifying and effectively using appropriate programs, materials, and instructional strategies to support English Learner students.
7. Demonstrated competence in the California Standards for the Teaching Profession (CSTP).
8. Ability to collect and analyze data for evaluation and improvement of instructional practices and professional development programs.
9. Ability to analyze situations accurately and adopt effective course of actions.
10. Ability to lead others effectively.
11. Ability to communicate effectively both orally and in writing in English and Spanish.
12. Ability to integrate current technology into work and job functions.
13. Ability to effectively coach certificated staff.
14. Work independently with minimal supervision.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors in a standard office and/or classroom environment and come in direct contact with staff, students, and the public. In addition, the English Learner Coordinator must perform duties and responsibilities that occur outside the school campus and District Office for related activities and events, including off-site meetings and/or trainings.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Bend, squat, stoop and/or climb for extended periods of time.
4. Reach overhead, grasp, push/pull up to 50 pounds for short distances.
5. Enter data/information in a computer terminal and operate standard office equipment for extended periods of time.
6. See and read a computer screen and printed matter with or without vision aids.
7. Speak so that others may understand at normal levels and on the telephone.
8. Hear and understand at normal levels and on the telephone with or without hearing aids.
9. Lift and carry up to 50 pounds at shoulder height for short distances.

Salary: 49 LME Salary Schedule

Days of Service: 225

APPROVED:



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: April 16, 2018
SUBJECT: Adopt Resolution No. 17-27 Authorizing Damio Towkaniuk to Teach Outside his Credential Authorization

BACKGROUND: Education Code Section 44263 authorizes teachers to teach outside their credential authorization provided that the teacher has eighteen (18) semester units of coursework, or nine (9) semester units of upper division or graduate coursework in the subject area to be taught.

RATIONALE: In the above instances the teacher involved must give his consent and the Board must adopt a resolution (see attached) authorizing this assignment. This agenda item meets District Strategic Goal #5 – Continuously improve fiscal and human resources, facilities and operational processes in order to support our efforts to meet or exceed district, state and federal targets.

FUNDING: None.

RECOMMENDATION: Adopt Resolution No. 17-27 Authorizing Damio Towkaniuk to Teach Outside his Credential Authorization

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



**BEFORE THE BOARD OF TRUSTEES OF TRACY UNIFIED SCHOOL DISTRICT OF
SAN JOAQUIN AND ALAMEDA COUNTIES, STATE OF CALIFORNIA
RESOLUTION 17-27
AUTHORIZING DAMIO TOWKANIUK TO TEACH OUTSIDE OF HIS
CREDENTIAL AUTHORIZATION**

BE IT RESOLVED that the Governing Board pursuant to Education Code Sections **44263** hereby authorizes assignment of a teacher licensed pursuant to the provisions of these sections, with his consent, to teach outside his credential authorization provided that the teacher has eighteen (18) semester units of coursework, or nine (9) semester units of upper division or graduate coursework in the subject area to be taught, and teach any subject in departmentalized classes to a given class or group of students in grades k-12. Authorization shall remain valid for the remainder of this 2017-2018 school year. Mr. Towkaniuk will be teaching Social Sciences at Kimball High School to students in grades 9-12.

PASSED and ADOPTED by the Board of Trustees of the Tracy Unified School District, San Joaquin and Alameda Counties, State of California, this 26th day of September, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District

ATTESTED:

I hereby certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District of San Joaquin and Alameda Counties on the date shown above.

Clerk
Board of Trustees
Tracy Unified School District