

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

**DATE: TUESDAY, MAY 8, 2018**

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

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

**A G E N D A**

- |            |  |                |
|------------|--|----------------|
| <b>1.</b>  | <b>Call to Order</b>   | <b>Pg. No.</b> |
| <b>2.</b>  | <b>Roll Call – Establish Quorum</b><br>Board: D. Arriola, J. Costa, S. Gilbert, W. Gouveia, T. Guzman, G. Silva, J. Vaughn<br>Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry                                   |                |
| <b>3.</b>  | <b>Closed Session:</b> Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. |                |
| <b>3.1</b> | <b>Administrative &amp; Business Services:</b>   |                |
|            | <b>3.1.1</b> CONFERENCE WITH LEGAL COUNSEL <ul style="list-style-type: none"><li>- Existing Litigation (G.C. 54956.9(A))</li><li>- F &amp; H Construction v. TUSD</li></ul>  |                |
| <b>3.2</b> | <b>Educational Services:</b>   |                |
|            | <b>3.2.1</b> Findings of Fact #17-18/#78, 88, 90, 91, 93   |                |
|            | <b>3.2.2</b> Application for Reinstatement #17-18/#32  |                |
|            | <b>Action:</b> Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___  |                |
| <b>3.3</b> | <b>Human Resources:</b>  |                |
|            | <b>3.3.1</b> Consider Leave of Absence Requests for Certificated Employees #UC-1092, #UC-1093, Pursuant to Article XX  |                |
|            | <b>Action:</b> Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___  |                |
|            | <b>3.3.2</b> Consider Non-Paid Leave of Absence Request for Certificated Employee #UC-1094, Pursuant to Article XX   |                |
|            | <b>Action:</b> Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___  |                |
|            | <b>3.3.3</b> Consider Public Employee/Employment/Discipline/Dismissal/Release  |                |
|            | <b>Action:</b> Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___  |                |
|            | <b>3.3.4</b> Conference with Labor Negotiator<br>Agency Negotiator: Tammy Jalique<br>Associate Superintendent of Human Resources<br>Employee Organization: CSEA, TEA   |                |

**4. Adjourn to Open Session**

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

**6. Closed Session Issues:**

**6a** Action Taken on Findings of Fact #17-18/#78, 88, 90, 91, 93

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

**6b** Report Out of Action Taken on Application for Reinstatement #17-18/#32

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

**6c** Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees #UC-1092, #UC-1093, Pursuant to Article XX

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

**6d** Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Certificated Employee #UC-1094, Pursuant to Article XX

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

**7. Approve Regular Minutes of April 24, 2018.**

**1-9**

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

**8. Student Representative Reports: West High FFA:** Jocelyn Estrada, Renae Leighton  
**Tracy High FFA:** Camryn Lanning, Blake Edwards. **Poet Christian:** Lesly Oliva. Mariam Assadullah, Alexis Vieira, Rylie Nairn, Julia Binny, Samantha Fernandez, Ciella Seals, Janessa Tiru

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

**9.1 Tracy 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:** None.

**10.2 Educational Services:**

**10.2.1** Receive Report on Proposed Change to Physics Instructional Materials **10**

**10.2.2** Receive Report on LCAP College and Career Program Services **11**

**10.2.3** College Bound Presentation

**11. Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item may be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a yellow speaker's card).

**12. PUBLIC HEARING:**

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

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

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

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

**13.1 Administrative & Business Services:**

- |               |   |              |
|---------------|---|--------------|
| <b>13.1.1</b> | Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District | <b>12-13</b> |
| <b>13.1.2</b> | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   | <b>14-17</b> |
| <b>13.1.3</b> | Approve Out of State Travel for Food Service Director and Food Service Coordinator to Attend the 72nd Annual National Conference of the School Nutrition Association in Las Vegas, NV on July 7-13, 2018                        | <b>18</b>    |
| <b>13.1.4</b> | Accept the Parent Organization/Booster Club Applications Submitted for the 2018/19 School Year  | <b>19</b>    |
| <b>13.1.5</b> | Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   | <b>20-21</b> |

**13.2 Educational Services:**

- |               |   |              |
|---------------|---|--------------|
| <b>13.2.1</b> | Approve Memorandum of Understanding (MOU) between San Joaquin County Office of Education (Artist in Schools Residency) and the 2018 District K-8 Summer School Program  | <b>22-24</b> |
| <b>13.2.2</b> | Approve Agreement for Special Contract Services with the Child Abuse Prevention Council to Provide Suicide Prevention Services to Comprehensive High Schools for the 2018-2019 School Year                          | <b>25-28</b> |
| <b>13.2.3</b> | Approve Agreement for Special Contract Services to Continue Services with Go Sign Me Up, an Online Registration System, for Staff Development to Utilize for the 2018-2019 School Year                              | <b>29-34</b> |
| <b>13.2.4</b> | Approve Overnight Travel for Kimball High School (KHS) HOSA-Future Health Professionals Student Members and Advisor to Participate in the International Leadership Conference in Dallas, TX on June 26-July 1, 2018 | <b>35</b>    |
| <b>13.2.5</b> | Approve Out of State Travel for the Director of Student Services to Attend the National School Safety Conference in Orlando, Florida on July 22-27, 2018  | <b>36</b>    |
| <b>13.2.6</b> | Approve Out of State Travel for Tracy High School Principal to Attend the AVID National Conference in Dallas, TX on June 19-22, 2018  | <b>37</b>    |
| <b>13.2.7</b> | Approve Overnight Travel for Tracy High School Dance Team and Coaches to Participate in the JAMZ Dance Summer Camp at California State University, Channel Islands in Camarillo, CA on July 13-15, 2018             | <b>38</b>    |
| <b>13.2.8</b> | Approve Overnight Travel for Tracy High School Cheer Team and Coaches to Participate in the UCA-Varsity Cheer Summer Camp in Garden Grove, CA on July 16-19, 2018   | <b>39</b>    |

- 13.2.9** Approve Out of State and Overnight Travel for West High Varsity Volleyball Team for the 2018–2019 Season **40**
- 13.2.10** Approve Agreement for Special Contract Services with Panorama Education, Inc. to Provide the Student Success Platform Software, Licensing, Implementation, Support and Training of School Staff at 11 Schools during the 2018-19 School Year **41-49**
- 13.2.11** Approve Agreement for Special Contract Services with WOW on Wheels; World of Wonders Science Museum to Provide In-class Field Trips to K-8 Grade Students at the 2018 Summer School Program **50-53**
- 13.2.12** Approve Agreement for Special Contract Services with College Bound Tracy USD, a Customized College and Career Readiness Program for Tracy High, West High and Kimball High School Parents and Students for the 2018-2019 School Year **54-67**

**13.3 Human Resources:**

- 13.3.1** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment **68-70**
- 13.3.2** Approve Classified, Certificated, and/or Management Employment **71-72**

**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** 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 (Second Reading, Intent to Adopt) **73-86**
- Action:** Motion\_\_\_; Second\_\_\_; Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 14.1.2** Adopt Revision to BP 3270 and Acknowledge revision to AR 3320 Sale and Disposal of Books, Equipment, and Supplies (First Reading) **87-92**
- Action:** Motion\_\_\_; Second\_\_\_; Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 14.1.3** Consider BP 3320 and Acknowledge AR 3320 Claims and Actions Against the District (First Reading) **93-101**
- Action:** Motion\_\_\_; Second\_\_\_; Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 14.1.4** Adopt Resolution No. 17-28 Authorizing Temporary Loans between Funds for the 2018/19 School Year **102-103**
- Action:** Motion\_\_\_; Second\_\_\_; Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 14.1.5** Approve School Site Safety Plans for the 2018-19 School Year (Separate Cover Item) **104**
- Action:** Motion\_\_\_; Second\_\_\_; Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_

**14.2 Educational Services:**

- 14.2.1** Approve Adoption of Advanced Placement Spanish Language and Culture Instructional Materials **105**
- Action:** Motion\_\_\_; Second\_\_\_; Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 14.2.2** Approve Adoption of Conceptual Physics Textbook for Physics Course **106**

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

**14.2.3** Approve Adoption of Medical Forensics Instructional Materials and **107**  
Eliminate Adoption of Medical Assisting Instructional Materials

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

**14.3 Human Resources:**

**14.3.1** Approve Revised Job Description for Administrative Secretary to the **108-111**  
Associate Superintendent for Human Resources

**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 22, 2018

**17.2** June 12, 2018

**17.3** June 26, 2018

**17.4** August 14, 2018

**18. Upcoming Events:**

**18.1** May 18, 2018

Graduation: Adult School

**18.2** May 23, 2018

Graduation: Stein High

**18.3** May 24, 2018

Promotion: Freiler, Kelly, North

**18.4** May 25, 2018

Promotion: Poet, Williams. Monte Vista

**18.5** May 25, 2018

Last Day of School

**18.6** May 26, 2018

Graduation: Tracy, West, Kimball

**18.7** 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, April 24, 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
- 7:02 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/#47, 60, 67, 68, 72, 73, 74, 75, 76, 77, 79, 80, 81, 82, 83, 84, 86  
**Action:** Guzman, Gouveia. **Vote:** Yes-7; No-0.
- 6b Report Out of Action Taken on Application for Reinstatement #17-18/#30, 31  
**Action:** **Vote:** Yes-7; No-0.
- 6c Report Out of Action Taken on Release Probationary Classified Employees #UCL-299  
**Action:** Approved. **Vote:** Yes-7; No-0.
- 6d Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-300, Pursuant to Article XXIII  
**Action:** Approved. **Vote:** Yes-7; No-0.
- 6e Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-301, Pursuant to Article XXIII  
**Action:** Approved. **Vote:** Yes-7; No-0.
- 6f Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Certificated Employee #UC-1091, Pursuant to Article XX  
**Action:** Approved. **Vote:** Yes-7; No-0.
- 6g Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-302, Pursuant to Article XXIII  
**Action:** Approved. **Vote:** Yes-7.; No-0.
- Minutes:** 7. Approve Regular Minutes of March 27, 2018  
**Action:** Gilbert, Arriola. **Vote:** Yes-7; No-0.
- Employees Present:** Z. Boswell, S. Bancroft, A. Gossett, T. Brown, R. Pecot, S. Behnam, J. Padilla, J. Jimenez, M. Romo, M. Bunch, A. Lee, R. Riddle, J. Mann, J. Stocking, J. Beeson, D. Schneider, J. Nott, M. Petty, K. Alaniz, D. Coker, B. Carter, J. Tiffany, J. Graham, E. Qayumi, C. Brown, J. Bermodes, M. Lopez, K. eliserto, C. Munger, A.

Martin, M. Hill, J. Wimberley, L. Flores, L. Huerta, D. Arbogast

**Press:** None.

**Visitors Present:** P. Bryant, K. Hill, C. Ramos, M. Rhinehart, T. Heben, I. Quiruz, A. Sanchez, J. Piazza, R. Madafr, Luis Family, L. Nissari, J. Sanchez. A. Villela, B. Mendez, M. Anastasio, G. Graber, M. Carrillo, M. Hidalgo, E. McKnight, L. Liang, J. Lasker, B. Sarnor

**Student Rep Reports:**

8.

**West High:** Payton Bryant, Kailyn Hill reported that the West High band raised over \$2,000 for St. Jude's. Students also participated in the March of Dimes fundraiser by leaving donations in the jars provided in classrooms. The CSF Easter egg hunt was a success with over 2 eggs donated. Leadership students volunteered at the Villalovoz School carnival last Friday and helped out with games and the carnival. Relay for Life will be this Saturday at West High. Students have been preparing to help and will have a kids camp where they can get their faces painted from 11:00 to 4:00. The juniors are focused on testing while other students listened to guest speakers. The track team is competing at Arcadia. The seniors have many events coming up and will be picking up their caps and gowns this week. May 4<sup>th</sup> is the senior breakfast and movie night is on May 11<sup>th</sup>. The Magic Mountain trip is on May 17-18<sup>th</sup> and students are very excited about it. Prom was on the San Francisco Bay with breathtaking views and the food was great! They danced the night away on 3 dance floors. It was an unforgettable night.

**Stein High:** Roy Rice was not able to attend.

**Kimball High:** Chloe Ramos reported that this month was busy with AP testing. The sophomores took the pre-SAT last Thursday. Students attended a safety meeting and many ideas and topics were discussed. Last Friday the seniors took part in the *Every 15 Minutes* program. The experience was eye opening and seeing the reenactment was heartbreaking and painful event knowing that it was an act. It felt incredibly real. The Prom was busy with hair and makeup appointments. Students boarded buses and made their way to Casa Royale which was beautiful and the food was delicious. The DJ played great songs and they all had an amazing time. This was one of the most successful events of the year. The Multi Cultural Assembly is coming up this Friday. Everyone is getting ready for their performances. The canned food drive is also going on and Relay for Life will be at West High. Kimball will be selling baked goods and for \$1 you can pie someone in the face. The art and media showcase is tomorrow and HOSA is hosting a blood drive and donors will get a free shirt and cookie.

**Tracy High:** Marti Rhinehart reported that it has been an eventful month. The annual special ed luau was a great hit as always with over 200 students participating. Spring sports are doing well with the softball team being undefeated with a record of 11-0. The baseball team is 4-3. Leadership worked hard on organizing the prom which was held at Levi Stadium. They had access to take pictures on the turf with a great scene behind them. Many memories were made congratulations are sent to the king and queen. Class officer positions for 2018-19

are up for grabs and the interviews start tomorrow.

**George Kelly School:** Lauren Liang, Jett Lasker, and Blahmahsee Sarnor reported that they have many activities such as soccer, volleyball, boys basketball, and girls basketball. The staff tries to find coaches that teaches sport and instills the importance of leadership. In academics they have Math Olympiad and Science Olympiad. They also have monthly tournaments. They have STEM for students who want to advance or succeed in life. Students participated and won the spelling bee tournament. Leadership helps students change into responsible, young adults and. They had a kindness challenge and students participated in making a paper chain. Students are challenged to reach out and connect. All of this makes Kelly students outstanding.

**Williams Middle School:** Izaiah Quiroz., Rand Madafr, Kalya Luis, and Lila Nssari spoke about activities at Williams. WEB stands for "Where Everybody Belongs". The WEB leaders are 9<sup>th</sup> grade mentors and they also participate in the anti-bullying program. They showed pictures of WEB activities including a BBQ. In August they had ASB elections and students made posters and campaigned for ASB. Several activities followed such as honoring heroes for September 11<sup>th</sup>; haunted hallways, boo grams, rallies and spirit days. Students participated in a canned food drive and took in over 1500 cans that were donated to Brighter Christmas. Students also enjoyed Valentine's Day grams and science camp. For Black History Month classes volunteered to make a quilt in honor of African America war heroes. In March and April they sold leprechaun grams, spring grams and had a 6<sup>th</sup> grade rally. A video of students competing in an egg and spoon race were shown as well as wheel barrow races. More events are coming up including an art show hosted by Mr. Karin. It will be displayed on May 10<sup>th</sup> from 6:00-8:00pm and all are welcome. There are many clubs including chess, anime, math and music. The recycle club earned over \$500 towards science camp. AVID went on a field trip to CSU East Bay. Students participated in the Festival of Cultures and also hosted a 3 on 3 basketball tournament.

## **Recognition & Presentations:**

### **9.1 West High School Presentation**

Principal, Zack Boswell, and Assistant Principals Jesse Padilla, Shannon Bancroft and Jose Jimenez are here tonight along with Leadership teacher, Mr. Behnam. Conflict management class started a few years ago but has changed a little bit. Students explained that the purpose is to ensure climate and culture is safe. They showed a video of student commenting on the program. It helps stop problems before they escalate. Students feel more comfortable talking to peers instead of administration. They explained roles of each team member. It gives students a safe platform to talk about problems. They showed a video of staff members talking about the benefits of the program. They check social media and reach out to anyone showing signs of suspicious character. They want to be professionals and pilot this program to other schools and it will impact the community in a positive manner. Mr. Behnam commented that this was an idea and he presented it to the students and they ran with it. They wanted to create a climate where students take ownership of their school. It gives them a voice. The students work hard, are sincere and love their school.

## **Information &**

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



## Discussion Items:

### 10.2 Educational Services:

#### 10.2.1 Receive Report from the Algebra Achievement Committee Regarding Mathematics

Associate Superintendent, Dr. Sheila Harrison, along with Director of Staff Development, Melissa Beattie, Principal, Zack Boswell, and Assistant Principals Stephen Theall and Jesse Padilla. They presented a power point which reviewed then SBAC scores from 2014-15, 2015-16 and 2016-17. They have provided continuous ongoing support to our teachers and have hired a math coordinator. Student placement used to be determined by teacher recommendation. Now the placement policy has been updated. Computer test gives immediate results to teachers and it is at no cost. They will be revising the policy to include intervention courses. Both West High and Kimball High will be piloting the program with the goal of intervention. The committee will continue to meet quarterly and explore options for K-5 and 6-7 committees. TK-8<sup>th</sup> standards implementation timeline was reviewed.

#### 10.2.2 Receive Report on District School Safety for the 2017-2018 School Year

Director of Student Services, Troy Brown, reported that a few years back the district hired a professional organization to rewrite the safety plans. They met with each principal, prepared a map of the campus, talked about evacuation sites and protocol for various issues. Site administration are meeting with their staff members as well as site council. Safety plans will be coming to board at the next meeting for approval. The district has put up fences around campuses. The newer schools or remodeled sites have inside locks in teacher classrooms and we are putting together a proposal to put inside locks on the rest of the doors throughout the district. Staff has gone through CPI training. Meetings with all principals, the safety task force and Tracy police and fire departments had a great discussion. All schools have done lock down drills. Some drills were put a barricade in one of the drills so that they learn how to deal with change. We have had many threats for years and social media has escalated it. As threats come in we have always involved the Tracy Police Department. We often send our raven team which is district personnel, for extra support and patrol. We email staff and call parents more frequently. We are trying to be very transparent,. We are working with Brian Pekari and Marshall Rose on *See Something, Say Something*. They will be hitting all the schools starting now to beginning of next year. The state requires fire and earthquake drill and we will be requiring lockdown drills. Some kids said they have not had these drills. "Shooter drills" are lock down drills. On August 1<sup>st</sup> will have the dates of all drills at all sites. We are training all APs that they all do these assemblies. We will also ask for dates of assemblies. As far as Safety Forums, we want them to become more of a discussion. We want them to learn to listen. The district for years have tried to get students to wear lanyards and IDs. These are simple things for safety that we need kids to participate in. Every administrator should be at the gate every morning. Teachers should be at every door every period

greeting kids every day. When walking down the halls we need to say hello to kids and get to know them. We are concerned about a school shooter but we should also be concerned about texting and driving, alcohol, drugs, cyber bullying, and reckless driving. These are issues happening every day and we need the community to help us solve those issues.

**10.2.3** Receive Report on Proposed Advanced Placement Spanish Language and Culture Instructional Materials

Trustee Silva left the meeting at 8:32 pm.

Director of IMC, Dr. Debra Schneider and the course teacher, Myra Lopez, reviewed a power point. They have approved and evaluated books and recommended Vista. This was taken to curriculum council and explained that there is a new edition. The teachers were in agreement to wait for the 2019 book.

Trustee Silva returned at 8:35 pm.

They would like to adopt Texas 2019 edition which means it will be purchased as soon as it is available and that should be mid-year.

**10.2.4** Receive Report on Proposed Medical Forensics and Medical Assisting Instructional Materials

Teachers Chris Brown and Jennene Bermodes presented and commented on the proposed materials. Books were reviewed and recommended. Curriculum council met and these materials available at the IMC. At the May 8<sup>th</sup> meeting they will bring an adoption item for these materials and hope that they will be in place for the new school year or as soon as available.

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

Program Administration of Staff Development, Jodiann Beeson, along with the teacher leadership team, reported on the staff development model schools conference in Nashville. One of the session highlighted the importance and impact of teacher leadership. It seemed like a great idea for Mr. Pecot to look at and make it happen at Kimball High School. They were excited about this model and that it would be great for Kimball. They have professional development on weekly basis. It empowered teachers and how they worked with administration to build concepts of schedules. The ERMs have changed and they are creating a culture of collaboration. They loved collaborating with teachers and building relationship. The buy back day in January was the best staff development attended in 10 years. Principal, Rob Pecot, commented that there are a lot of diverse opinions from different departments. The solutions and answers are here. He has a strong staff and talented people that will work hard and together as team will make that happen. He thanked the board and district office for allowing them to bring this to Kimball High and to Ms. Stocking for finding the funding.

**Hearing of  
Delegations**

**11.**

Debra Coker is a TOSA with staff development and is here tonight to talk about combo classes and perhaps offering stipends to those teaching combo classes and GATE. She thinks it would be great to recognize this extra effort. When making decisions about stipends, she would like you to keep in mind that a GATE teacher is doing everything in class and have no stipend.

Tiffanie Heben commented that she has been here multiple times. Her daughter is at Tracy High in class where the teacher is absent more than 50% of the time. She asked about teacher absences in the district and received information from HR. She was glad to hear about the increase in wages for subs. There are too many absences to begin with. She recommends moving a teacher and hire a new teacher at Tracy High.

Patricia Flores was called upon but had already left the meeting.

**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)

9:09 pm opened hearing.

No comments were made.

9:10 pm closed hearing.

**Consent Items:**

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

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

**13.1 Administrative & Business Services:**

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

- 13.1.2** Approve Accounts Payable Warrants (March, 2018)  
(Separate Cover Item)

- 13.1.3** Approve Payroll Reports (March, 2018)

- 13.1.4** Approve Revolving Cash Fund Reports (March, 2018)

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

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

**13.2 Educational Services:**

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

- 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

- 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
- 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
- 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
- 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
- 13.2.7 Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending April 15, 2018  
Comment: Ms. Heben requested that this be pulled. She will be submitting a Williams complaint.  
This item was not pulled.
- 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
- 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
- 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
- 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
- 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
- 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
- 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
- 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
- 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

**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** Consider Claim No. 552702

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

**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)

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

**14.1.3** Disband the Measure E and Measure S Citizen's Oversight Committees Pursuant to Board Policy 7215 (a)

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

**14.2 Educational Services:**

**14.2.1** Approve Adoption of Instructional Materials for Freshman Seminar

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

**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

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

**14.3 Human Resources:**

**14.3.1** Approve Variable Term Waivers for Special Education Teachers – Added Authorization in Special Education (AASE); Orthopedic Impairment

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

**14.3.2** Adopt the District's Initial Bargaining Proposal for the California School Employees Association for the 2017-2018 School Year

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

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

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

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

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

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

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

**Board Reports:**

Trustee Costa passed. Trustee Vaughn commented that last weekend was Kimball High's prom and it was a nice turnout. The students along with Tracy High students came and were together and socializing. He also attended the Kimball High PTSA meeting. Teacher absentism was an issue. He was taught the value of

saving sick days. It would be good to see TEA run some type of workshop with new teachers. Some may be set in their ways, but we do need to change the culture because it is embarrassing to have so many miss work. It's about the kids.. Each year it would be good to see some kind of plan from the executive board. Trustee Gouveia is the school rep for the parks commission for the City of Tracy. He has received numerous responses to the multi-generational center. He attended the Hispanic Business Group Gala for scholarships and there were 15 recipients. He also attended the Wanda Hirsch celebration. She was an incredible educator with a legacy that carries over to all who worked at Central and Hirsch. Please be safe during the end of year celebrations. For Cinco de Mayo the plaza will have a celebration from 10:00 to 3:00. Trustee Guzman passed. Trustee Arriola commented that Jefferson did their own town hall meeting. He commended Ms. Yasemsky at Poet for her service project. Students read bio of an author, evaluated the principal and found overlaps, and chose local charity to develop their own project. One student raised \$1000 to Mchenry House. He attended the Diversity & Equity and Anti-bullying committees. Troy has done excellent job. We have done a great job on diversity. Equity is more difficult but we learned a lot and great things are being done. He had a discussion at West High about gun rights and another group talked about bullying. It was nice to see support of other students. He gave the keynote speech at the Latino Scholarship Awards. Trustee Gilbert attended the counselors coffee at Tracy High last month. They had someone from Delta College come and present. You can earn college credits for free during high school. Next year we will have college classes at each of the high schools. Kids should be interested in taking those free classes before college. She also wanted to remind everyone that California is the 6<sup>th</sup> largest economy in world and in the State of California, we rank 41<sup>st</sup> which says we do not value education. Trustee Silva attended the Kimball High PTSA meeting. He served on the community service panel at Poet Christian. He was thankful for the donated money that paid for the books that students picked out on bios.

**Superintendent  
Report:**

Dr. Stephens attended the Kimball High medical academy open house last week. It was very organized and they had a great turnout. He also visited Kelly and saw the chain link that the students created for acts of kindness. It went all the way around their field. He attended the IB awards last night. It is a great program. On May 2<sup>nd</sup> at 11:30 a.m. is our volunteer luncheon. The board members are invited. Each site principal nominates and brings their volunteer of the year with them. Please let bobbie know if you plan to attend..

**Adjourn:** 9:45 pm

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Clerk

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Date





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** April 27, 2018  
**SUBJECT:** Receive Report on Proposed Change to Physics Instructional Materials

**BACKGROUND:** California's State Board of Education adopted the Next Generation Science Standards (NGSS) to replace the 1998 standards, in November 2013. Under the guidance of the San Joaquin County Office (SJCOE) of Science, Technology, Engineering and Mathematics (STEM), Tracy Unified School District's (TUSD) 9-12 Science Committee teacher-leaders have been completing new NGSS-aligned course outlines and submitting the three new courses, Biology, Chemistry and Physics, to fulfill the a-g requirements to the University of California Office of the President. In the spring of 2018, these teacher-leaders reviewed current high school science instructional materials to determine how best to use them until the new science adoption process begins in 2018-2019. The 9-12 Science Committee requested replacing *Physics* with *Conceptual Physics* for the District's Physics courses starting in 2018-2019. The Curriculum Council recommends this change to the District-adopted materials.

**RATIONALE:** The new NGSS-aligned Physics course will be more conceptual and less mathematics-based. The current text, Holt's *Physics* by Serway (2007), adopted in 2007 for TUSD's Physics course, is not well aligned to this new course. Prentice Hall's *Conceptual Physics* by Hewitt (2006), adopted in 2007 for TUSD's Conceptual Physics course, is better aligned for the new Physics course. Conceptual Physics will no longer be offered as a course in TUSD; it will be replaced by Physics for all students entering the ninth grade in 2018-2019. Adopting Prentice Hall's *Conceptual Physics* for use in the new NGSS-aligned Physics course will support teacher instruction and student learning more than continuing the use of the Holt's *Physics* textbook. 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 additional *Conceptual Physics* for Physics courses will be paid from LCAP funds designated for instructional materials growth and replacement. The amount is not expected to exceed \$4,000.00.

**RECOMMENDATION:** Receive Report on Proposed Change to Physics Instructional Materials.

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



**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** April 30, 2018  
**SUBJECT:** Receive Report on LCAP College and Career Program Services

**BACKGROUND:** Tracy Unified School District (TUSD) has developed program services to support students in College and Career Readiness, reflected in the Local Control Accountability Plan. Programs such as TUSD High School Bridge Program, AVID, College Bound, Parent Institute for Quality Education (PIQE), and afterschool tutorial services have assisted TUSD in addressing the 9<sup>th</sup> grade failure rate and focusing on 9<sup>th</sup> grade success by increasing the number of students that graduate and meet the A-G requirements for the UC and CSU system. In the year 2015-2016, TUSD partnered with Smarter School Spending to identify ways in which we could support At Risk, incoming 9<sup>th</sup> grade students at Kimball, Tracy, and West High Schools. The identified program services listed above are intended to provide a positive transition to High School in efforts to ensure 9<sup>th</sup>-12<sup>th</sup> grade success.

**RATIONALE:** TUSD LCAP College and Career Program Services are designed to support a positive transition to High School for At Risk Students, and increase TUSD graduation rates and A-G requirements. The TUSD High School Bridge Program is designed around building positive relationships by implementing best practice research components: High School Culture, High School Study Skills, and Fun Project Based Learning. AVID Secondary equips teachers and schools with what they need to help underrepresented groups of students succeed on a path to college and career success. College Bound will provide monthly college and career readiness family workshops focusing on navigating the school and District systems for student success. PIQE is a program that provides families with the knowledge and skills to partner with schools and communities to ensure their children achieve their full potential. After school tutorial services are provided to ensure students have opportunities for just in time support for high school course work. 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 career goals; and District Strategic Goal #2: Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** The TUSD College and Career Program Services are funded with LCFF and College and Career Readiness Block Grant funds.

**RECOMMENDATION:** Receive Report on LCAP College and Career Program Services.

**Prepared by:** Julianna Stocking, Director of Alternative Programs



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** April 18, 2018  
**SUBJECT:** **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District**

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

Freiler Elementary School:

1. Tracy Unified School District/Freiler Elementary School: From the Freiler School Parent Association (FSPA) for the amount of \$1,639.35 (ck. #5131). This donation will be used to purchase PE supplies and equipment.
2. Tracy Unified School District/Freiler Elementary School: From the Freiler School Parent Association (FSPA) for the amount of \$757.96 (ck. #5114). This donation will be used towards teacher classroom supplies.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Steven and Amanda Nelson for the amount of \$500.00 (ck. #1172). This donation is a contribution towards the Preston Nelson Scholarship for the 2017-2018 school year.
2. Tracy Unified School District/Tracy High School: From Julio Bustos for the amount of \$2,000.00 (ck. #0016305824). This donation is a contribution towards the Hispanic Scholarship for the 2017-2018 school year.
3. Tracy Unified School District/Tracy High School: From Patty Robidart for the amount of \$500.00 (ck. #2727). This donation is a contribution towards the Joe Alvarez Scholarship for the 2017-2018 school year.
4. Tracy Unified School District/Tracy High School: From Vasuki R. Nijagal for the amount of \$1,200.00 (submitted by credit card). This donation is a contribution towards the Nijagal Family Scholarship for the 2017-2018 school year.
5. Tracy Unified School District/Tracy High School: From the Tracy Breakfast Lions for the amount of \$750.00 (ck. #5662). This donation will benefit the Tracy High Schools boys and girls track programs.

West High School:

1. Tracy Unified School District/West High School: From the Tracy Police Officers Association for the amount of \$500.00 (ck. #1746). This donation went towards the Every 15 Minutes assembly.

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

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

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

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** April 25, 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  
MAY 8, 2018  
SUMMARY OF SERVICES**

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

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

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C. Vendor: School Innovations & Achievement, Inc.  
Site: District Wide  
Item: Year Two of a Three-Year Service Agreement  
Services: Compilation and preparation of the school accountability report cards (SARC), as required by the California Education Code Section 35160, for the 2016/17, 2017/18, 2018/19 school years.  
Cost: \$55,300 (pre-paid for the duration of the agreement)  
Project Funding: General Fund

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D. Vendor: Civic Permits  
Site: District Wide  
Item: Purchase Order  
Services: Annual subscription for the District's Civic Permit Facility Use software with customer support.  
Cost: \$5,083.00  
Project Funding: General Fund

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E. Vendor: Paradigm Healthcare Services, LLC  
Site: District-wide  
Item: Service Agreement  
Services: Paradigm assists in capturing dollars for Medi-cal billing services already being performed.  
Cost: No direct cost to district. Funds generated are distributed to the participating departments based on Department of Health Care Services reimbursements after Paradigm takes 13.5% up to \$500,000, 12% from \$500,000 up to \$1,000.00 or 10% above \$1,000.00.  
Project Funding: N/A

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F. Vendor: Bockmon & Woody Electric Company  
Site: Jacobson Elementary School – Fire Alarm System Upgrade  
Item: Agreement  
Services: Remove current fire alarm devices and install new fire alarm system to have a complete networked conformed system throughout the campus.  
Cost: \$787,689.00  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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G. Vendor: Bockmon & Woody Electric Company  
Site: Poet-Christian School – Low Voltage System Upgrade  
Item: Agreement  
Services: Remove current devices and install new clocks, speakers, PA bells, intrusion alarm system and fire alarm system to have a complete networked conformed system throughout the campus.  
Cost: \$977,418.00  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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H. Vendor: RGM & Associates  
Site: South/West Park Elementary School – Flooring  
Item: Exhibit E to Agreement - Ratify  
Services: Construction management services, which include assisting the district with planning, bidding, and completion of the flooring project.  
Cost: \$6,300.00  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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I. Vendor: Hampton Inspection Service  
Site: Bohn School – Permanent Classroom (Fire Damage)  
Item: Purchase Order Increase  
Services: Increase for inspection services to cover the replacement of the permanent classroom building due to fire damage.  
Cost: \$15,000.00  
Project Funding: Unrestricted General Fund/Insurance

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J. Vendor: Field Turf  
Site: Kimball High School  
Item: CMAS Proposal  
Services: Synthetic turf field replacement; including turf, artwork/field markings, nail shim, cool infill and sales tax.  
Cost: \$413,270.00 + Payment and Performance Bonds  
Project Funding: Unrestricted General Fund

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K. Vendor: Wallace Kuhl & Associates  
Site: Various School Sites - 2018 Asphalt Improvements  
Item: Proposal  
Services: Consultant to provide testing and special inspection services during the asphalt improvements being held at nine (9) school sites; Hirsch Elementary School, Jacobson Elementary School, Kimball High School, Poet-Christian School, South/West Park Elementary School, Stein High School, Tracy High School, Williams Middle School and Tracy Adult School.  
Cost: \$28,920.00  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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L. Vendor: Trucker – Huss, A Professional Corporation  
Site: Human Resources  
Item: Engagement Agreement  
Services: Legal services and consultation with respect to employee medical insurance.  
Cost: Hourly rates vary from \$250/hr. to \$875/hr. dependent on which person in the firm provides services.  
Project Funding: Risk Management/Legal Services

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent of Business Services  
**DATE:** April 20, 2018  
**SUBJECT:** Approve Out of State Travel for Food Service Director and Food Service Coordinator to Attend the 72<sup>nd</sup> Annual National Conference of the School Nutrition Association in Las Vegas, NV on July 7-13, 2018

**BACKGROUND:** The 72<sup>nd</sup> Annual National Conference's core mission is to provide professional development for School Nutrition Association members who are dedicated to feeding the nation's school children and building healthy habits that will last a lifetime.

**RATIONALE:** Approval of this agenda item gives authorization to the Director and Coordinator of Food Services to attend a premier learning and networking event for Food Service Directors and Supervisors. Over 120 leading-edge education sessions, earning 12+ CEUs or training hours for Professional Standards in four Key Areas of Nutrition, Operations, Administration and Communications & Marketing.

**FUNDING:** Total cost for the six-day conference will not exceed \$6,000 for both the Food Service Director, Brandy Campbell and Food Service Coordinator, Lois McDaniel. Funding will be provided by the Food Services Department budget, using Cafeteria Fund 13.

**RECOMMENDATION:** Approve Out of State Travel for Food Service Director and Food Service Coordinator to Attend the 72<sup>nd</sup> Annual National Conference of the School Nutrition Association in Las Vegas, NV on July 7-13, 2018

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** April 27, 2018  
**SUBJECT:** Accept the Parent Organization/Booster Club Applications Submitted for the 2018/19 School Year

**BACKGROUND:** The District recognizes the importance of having parent support/booster clubs that enhance and assist in furthering the educational opportunities of students. Community support organizations (CBO's) such as Parent Teacher Clubs, Parent Teacher Associations, Athletics Boosters, Band Boosters, Advisory Groups, and any other organizations approved by the Board, promote, encourage, and support the approved academic, co-curricular, and extra curricular activities of the district. The following applications have been submitted for review and acceptance:

West High School:

1. West High Science Boosters

**RATIONALE:** Acceptance is recommended in order to meet the District's strategic goal: strategic goal #5 – Continuously improve fiscal, facilities and operational processes.

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

**RECOMMENDATION:** Accept the Parent Organization/Booster Club Applications Submitted for the 2018/19 School Year.

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** April 25, 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  
MAY 8, 2018  
SUMMARY OF SERVICES**

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A. Vendor:	RGM & Associates
Site:	North School Renovation
Item:	Exhibit E to Agreement
Services:	Assist the district with planning and design, bidding, construction management & project close out for the renovation project.
Cost:	\$1,139,900.00 Not to Exceed
Project Funding:	Measure B Bond Fund and State School Building Fund (SSBF)

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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 Memorandum of Understanding (MOU) between San Joaquin County Office of Education (Artist in Schools Residency) and the 2018 District K-8 Summer School Program**

**BACKGROUND:** The Artist in Schools Residency is provided by the San Joaquin County Office of Education. The program will provide three artists who will work with students during the 4-week District K-8 grade Summer School program, for 12 sessions. Students will learn basic art and dance concepts; and carry out various art projects.

**RATIONALE:** The San Joaquin County Office of Education, Artist in Schools Residency will provide Summer School students with an opportunity to learn and use language and movement in a meaningful context. This instruction will also build on verbal skills and increase students' vocabulary. During their art and dance 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; Tier 3 words are specific to the art curriculum. The prized finished art piece becomes a springboard for writing. The art process helps to 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. The goal of the Summer School program is to give students support in reading, writing, and vocabulary, using science and art to enrich these learning experiences. 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:** District Title I Funding will pay the expenditures for this contract. The cost will not exceed \$3,300.00.

**RECOMMENDATION:** Approve Memorandum of Understanding (MOU) between San Joaquin County Office of Education (Artist in Schools Residency) and the 2018 District K-8 Summer School Program.

**Prepared by:** Julie Stocking, Director of Alternative Programs and Mary Petty, Principal, Summer 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

(Tracy USD Summer Session/Kelsey, Patti J, Sonya)

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

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for Tracy USD Summer Session 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, Kelsey Cardoni, Patti Johnson and Sonya Huff, who are temporary employees of SJCOE, will provide instruction per the following Terms of Agreement.

II. TERM OF AGREEMENT

Services by SJCOE will begin: June 5, 2018 and the following dates See Attached

Number of classes: (5) Five classes Tuesday-Kelsey; Wednesday-Patti; Thursday-Sonya 12 sessions

Staff Contact at site: Mary Petty 209-321-5456 mpetty@tusd.net

Artist Contact: Kelsey 265-6105 kelseycardoni@yahoo.com; Patti J 833-7137 pabj1025@aol.com  
Sonya 484-4465 sonya.marykay@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, Tracy USD Summer Session will pay SJCOE the sum of \$3,300.00

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

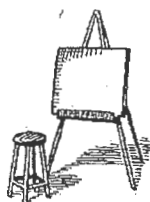
By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and attachment hereto of an addendum mutually executed setting forth the extended term.

Tracy USD Summer Session-Mary Petty, Julia Stocking  
1875 W. Lowell Ave. Tracy, CA 95376

  
SANDRA WENDELL, COORDINATOR  
ARTISTS-IN-SCHOOLS  
4-09-18  
Date

Date

CONTRACTING OFFICER  
SAN JOAQUIN COUNTY OFFICE OF EDUCATION  
Date



## Artist in Schools Residency Quote

209-468-4973 Swendell@sjcoe.net

# Tracy Unified Summer School

School Year 2017-2018

Mary Petty 209-321-5456 [mpetty@tusd.net](mailto:mpetty@tusd.net)

Number of Residency weeks:

8 sessions	7 weeks	4 weeks	Other 12 Days
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Residency Details:

Starting Month	Artist(s)	Number of classrooms	Residency Fee
<input type="checkbox"/> August <input type="checkbox"/> September <input type="checkbox"/> October <input type="checkbox"/> November <input type="checkbox"/> December <input type="checkbox"/> January <input type="checkbox"/> February <input type="checkbox"/> March <input type="checkbox"/> April <input type="checkbox"/> May <input type="checkbox"/> June	<input type="checkbox"/> Mario <input type="checkbox"/> Patti K. <input type="checkbox"/> Inga <input type="checkbox"/> David <input type="checkbox"/> Sonya <input type="checkbox"/> Kelsey <input type="checkbox"/> Millie <input type="checkbox"/> Vanessa  <input type="checkbox"/> Shelby <input type="checkbox"/> Patti J.	<input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> More than 10	<b>\$3300.00</b>  An invoice will be sent at the start of the residency.

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

Notes:	
Please schedule sessions for 45-60 minutes.  Order supplies from the provided list.	Sign and return MOU  Keep the copy for your records.

Session Dates:
Dates June 5-29, 2018 8am -1pm 5 classes a day Tuesday and Thursday Art Wednesday Dance  Week 1 June 5.6.7  Week 2 June 12.13.14  Week 3 June 19.20.21  Week 4 June 26.27.28



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** April 23, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services with the Child Abuse Prevention Council to Provide Suicide Prevention Services to Comprehensive High Schools for the 2018-2019 School Year**

**BACKGROUND:** The Child Abuse Prevention Council has funding to provide a variety of Suicide Prevention Services to Tracy Unified School District's high school students. The three programs provided by the Child Abuse Prevention Council are: Straight Talk, Break Free from Depression Groups and the Yellow Ribbon Campaign. The Straight Talk program trains interested students in grades 9-12, as well as five school site staff on how to be suicide prevention gatekeepers to the Yellow Ribbon Campaign. Specifically, the program helps students to better identify warning signs in themselves and others, and instructs them on how they can get help for someone who is at risk of ending their life. The Break Free from Depression group service is a 10-week therapeutic group for students who are struggling with depressive symptoms, and are therefore, at an elevated risk of suicide. A Child Abuse Prevention Council Mental Health Therapist facilitates the therapeutic groups. The Break Free from Depression groups are available to any TUSD student in grades 9-12, who is struggling with symptoms of depression. The Yellow Ribbon Campaign, a core curriculum instruction service in Suicide Prevention Awareness, will be taught to all 10<sup>th</sup> grade students who attend TUSD High Schools. The program teaches students the warning signs of depression and suicide, as well as provides instruction on how students can get help. Students in grades 9-12 can be trained to deliver this peer run program to grade 10 students during the national Suicide Prevention Awareness week.

**RATIONALE:** Presently, suicide is the third leading cause of death for teenagers, according to the National Alliance for Mental Health Services. Fifty percent of all mental illness will begin to cause impairment by the age of 14 and ninety percent of those who complete a suicide have an untreated mental illness. Suicide Prevention Services are extremely important at the high school level for these reasons. In addition, untreated mental illness, along with completed and uncompleted suicides, negatively impact individual and collective academic performance and can de-stabilize the greater school climate. 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:** The Child Abuse Prevention Council is providing Suicide Prevention Services through a grant; they were awarded for the 2018-19 school year. There is no cost to the District for the 2018-2019 school year.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with the Child Abuse Prevention Council to Provide Suicide Prevention Services to Comprehensive High Schools for the 2018-2019 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 Child Abuse Prevention Council, 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: The Yellow Ribbon Campaign, Straight Talk, and Depression Group Counseling to Tracy Unified's high school students at Kimball High, Tracy High, West High Stein High School and Duncan-Russell Continuation High School.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 ( ) | 1 HOURS | ☒ DAYS, under the terms of this agreement at the following location West, Kimball and Tracy High Schools and Duncan Alternative H

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

- a. District shall pay \$0.00 per | 1 HOUR | 1 DAY | ☒ FLAT RATE, not to exceed a total of \$0.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | 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 \$0.00 for the term of this agreement.
- c. District shall make payment on a | 1 MONTHLY PROGRESS BASIS | 1 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.

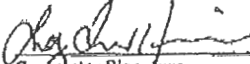
9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without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

  
Contractor Signature

E.D.

Title

INS Identification Number

  
Title

PO Box 1257  
Address

Stockton, CA 95201

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 26, 2018  
**SUBJECT:** Approve Agreement for Special Contract Services to Continue Services with Go Sign Me Up, an Online Registration System, for Staff Development to Utilize for the 2018-2019 School Year

**BACKGROUND:** The Staff Development Department oversees, sustains and supports multiple professional learning programs throughout the school year to support teachers, Buy Back Days, District Early Release Monday's (ERM), the Induction Program (formerly BTSA), the Tracy Teacher Induction Program (TTIP), and intern support and mentoring. Beginning in 2017-2018, attendance tracking, monitoring, and accountability were tracked with the Go Sign Me Up (GSMU) online registration system. The Department will continue to utilize GSMU as a digital registration and tracking system. The digital registration system will provide the most up-to-date data for planning, implementing, and tracking professional development in compliance with the Commission on Teacher Credentialing (CTC) requirements for maintaining an Induction Program. This will allow the Department to provide timely follow-up support and services aligned to the Induction Precondition Standard One, which mandates, "an individualized, job-embedded system of mentoring, support and professional learning."

**RATIONALE:** Professional Development is a key component to delivering new information and ensuring implementation takes place in the classroom for Tracy Unified School District (TUSD). Staff Development will use GSMU to continue to manage Professional Development, organize and facilitate registration, track professional development training, and maintain fiscal responsibility for training costs. Use of GSMU, an online registration system, will allow the Staff Development Department to manage professional development learning cycles and provide local reports to address accountability needs for CTC and Federal and State requirements. Use of this system will provide more accurate reporting and allow for tracking of on-going, sustained professional development. This agenda request meets District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Total cost for the GSMU Registration System is \$3,675 for the 2018-2019 school year; to be funded through LCAP, under the Induction Program. Future yearly costs will be approximately \$3,675 to maintain use of the registration system.

**RECOMMENDATION:** Approve Agreement for Special Contract Services to Continue Services with Go Sign Me Up, an Online Registration System, for Staff Development to utilize for the 2018-2019 School Year.

**Prepared by:** Mrs. 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 Go Sign Me Up, 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: One Year License Entitlement for up to 1,000 users for Go sign Me Up, a digital registration and tracking system for all in-house professional development trainings and meetings during the 2018-2019 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 365 ( ) [ ] HOURS [x] DAYS, under the terms of this agreement at the following location Tracy Unified, Staff Development Dept.

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

- a. District shall pay \$ 3675.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ 3675.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2018, and shall terminate on June 1, 2019.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

 Operations Manager  
Contractor Signature Title

Tracy Unified School District

IRS Identification Number

Date

GoSignMeUp

Account Number to be Charged

Title

Department/Site Approval

9200 Irvine Center Drive, Suite 100

Address

Budget Approval

Irvine, CA 92618

Date Approved by the Board



GoSignMeUp  
9200 Irvine Center Dr. Suite 100  
Irvine, CA 92618

**GoSignMeUp Software as a Service Subscription  
Order Acknowledgement for Tracy Unified School District**

**Purchase Number: 122017-24**

**Subscription Options**

**Yearly Option to Renew:**

*This provides the option to renew your GoSignMeUp subscription on a yearly basis.*

**2 Year Pre-paid Agreement:**

*This 2 year agreement covers your subscription until 9/15/2020*

**3 Year Pre-paid Agreement:**

*This 3-year agreement covers your subscription until 9/15/2021*

<b>Yearly Option to Renew, 1000 Users, (GoSignMeUp Hosted) Software Maintenance and Support</b>	<b>Price</b>	<b>Payment Due</b>
Year One	\$3,675	9/15/18
Year Two	\$3,859	9/15/19
Year Three	\$4,052	9/15/20
TOTAL Over Three Years	\$11,585	
<b>Yearly Option to Renew, 1000 Users, (GoSignMeUp Hosted) Software Maintenance and Support</b>	<b>Price</b>	<b>Payment Due</b>
Single Payment for 2 years	\$6,983	9/15/18
2 Year Savings	\$368	
<b>Yearly Option to Renew, 1000 Users, (GoSignMeUp Hosted) Software Maintenance and Support</b>	<b>Price</b>	<b>Payment Due</b>
Single Payment for 3 years	\$10,474	9/15/18
3 Year Savings	\$1,112	

To validate your new terms and subscription option, please provide a Purchase Order or sign and return this document within 45 days. An invoice will then be sent approximately 30-days before your current contract's expiration date.

Fax: (949) 951-8236. Email: [billing@gosignmeup.com](mailto:billing@gosignmeup.com) Tel: (949) 951-8701  
GoSignMeUp 9200 Irvine Center Drive, Suite 100, Irvine, CA 92618

Customer PO# (If needed) _____	
Subscription Term: <input type="checkbox"/> 1 Year <input type="checkbox"/> 2 Year <input type="checkbox"/> 3 Year	
Paying By Credit Card: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Signature: _____	Date: _____
Signed By: _____	Title: _____
Telephone #: _____	Email: _____
Billing Address: _____	
City/State/Zip: _____	

March 15, 2018

Page 1 of 2



GoSignMeUp  
9200 Irvine Center Dr. Suite 100  
Irvine, CA 92618

## GoSignMeUp Software as a Service Subscription Order Acknowledgement for Tracy Unified School District

### Terms and Conditions:

1. The prices listed above are based on the Program(s) being licensed under the terms of the GoSignMeUp Master Software License Agreement (MSLA) and Software License Schedule (SLS) that can be viewed at <http://www.gosignmeup.com/agreements/>. Program maintenance, support, plus any applicable Professional Services is governed by the above Agreements, plus the Program Support Schedule (PSS) and Professional Services Agreements (PSA) respectively. These documents can be viewed at the website address referenced above. This quotation is expressly conditional on acceptance of all such terms. No other terms will apply without GoSignMeUp's express written consent.
2. GoSignMeUp online registration Software as a Service subscription, hosted by GoSignMeUp.
3. License Entitlement exclusively by and for the single Client organization.
4. Changes to the terms of this Order Acknowledgement or the documents referred to herein shall not be valid unless agreed in writing by the End User and GoSignMeUp. Additional or different terms in any order or written communication from the End User will be void.
5. This Order is valid upon receipt of this signed Order Acknowledgement. In the event your organization is also required to prepare a Purchase Order, it must specifically reference this Order Letter's "Purchase Number" in the upper right corner of page 1.
6. You acknowledge and agree that the terms of the agreement (including this form, and the MSLA, SLS, PSS, PSA) as written are valid and enforceable.
7. Late payments are subject to an 18% finance charge and/or service interruption. Unless otherwise specified above, Client will be invoiced in full immediately upon execution of this Order Letter or the issuance of a valid Purchase Order, whichever is sooner. Payment of the "Total Net First Year Charges" detailed in "1. Net Discounted Package" above is due NET 30 days from date of invoice.
8. Entire Agreement. This Order Letter, and the documents referenced herein constitute the entire agreement between the parties in connection with the subject matter includes and supersedes, merges and voids all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties with respect thereto.

March 15, 2018

Page 2 of 2



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** April 24, 2018  
**SUBJECT:** **Approve Overnight Travel for Kimball High School (KHS) HOSA-Future Health Professionals Student Members and Advisor to Participate in the International Leadership Conference in Dallas, TX on June 26-July 1, 2018**

**BACKGROUND:** The Kimball High School (KHS) HOSA, Future Health Professionals student organization plans on attending the International Leadership Conference (ILC) on June 26-July 1, 2018 at the Dallas Convention Center in Dallas, TX. The KHS HOSA student organization will have a chance to attend informational workshops, compete in academic and skill oriented activities, submit members for special recognition, and become a part of the larger international HOSA team. The students will stay at the Crowne Plaza Dallas Hotel in Dallas, TX. Transportation will be provided by one District van (to and from the airport) and/or Mr. Medek and/or the parents of each student. Up to eight (8) students will be participating. Supervision will be provided by Advisor, Mr. Medek and the HOSA event staff.

**RATIONALE:** It is the goal of KHS to provide students with increased Health Occupations opportunities. The Kimball HOSA students are uniquely qualified to participate in this event and represent their own and KHS's dedication to the Health Science occupations. At the recent California State Leadership Convention, forty-five (45) KHS HOSA members competed. The Public Service Announcement Team achieved a Bronze Medal and qualified to compete at the ILC. In addition, one student achieved a Silver Medal in Extemporaneous Writing, also earning the right to compete at the ILC. 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 costs to the students include registration (\$90), transportation by airplane (\$550), the hotel accommodations (\$200 per room per night, shared between the other KHS HOSA students in attendance), and food (\$150). These costs will be covered by a combination of personal funding and fundraising. Total cost will not exceed \$9,000.

**RECOMMENDATION:** Approve Overnight Travel for Kimball High School (KHS) HOSA-Future Health Professionals Student Members and Advisor to Participate in the International Leadership Conference in Dallas, TX on June 26-July 1, 2018.

**Prepared by:** Robert Pecot, Principal, Kimball High School





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** April 27, 2018  
**SUBJECT:** **Approve Out of State Travel for the Director of Student Services to Attend the National School Safety Conference in Orlando, Florida on July 22-27, 2018**

**BACKGROUND:** The 2018 National School Safety Conference and Exposition is the largest and most comprehensive conference focused on all the aspects of school safety and security. The conference is the only one in the world focused on school and student safety from Kindergarten through college. Centered on national best practices and proven localized programs and efforts, this conference brings together the most knowledgeable and internationally renowned keynote presenters into one forum to provide the highest quality professional development possible in one conference. In addition to exceptional keynote presenters, there will be opportunities to take advantage of complimentary pre-conference trainings and over forty breakout sessions by current professionals in the fields of education and school safety addressing the most pressing issues facing schools today.

**RATIONALE:** The Director of Student Services works with school sites on various safety issues. This conference can provide ideas and training on how to align Tracy Unified School District with the best safety practices and current research on safety. This professional development supports District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The estimated cost for this conference will not exceed \$2,926.75; which includes airfare, lodging, meals, registration and transportation. District LCAP funds will pay the cost for this trip.

**RECOMMENDATION:** Approve Out of State Travel for the Director of Student Services to Attend the National School Safety Conference in Orlando, Florida on July 22-27, 2018.

**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 23, 2018  
**SUBJECT:** Approve Out of State Travel for Tracy High School Principal to Attend the AVID National Conference in Dallas, TX on June 19-22, 2018

**BACKGROUND:** The AVID Conference is a forum to discuss and share innovations and best practices on how educators can systematically increase academic rigor, create engaging learning environments, accelerate the performance of underrepresented students, and deliver results school wide.

**RATIONALE:** The Principal will gain valuable knowledge to enhance existing programs and educational approaches. This year's conference and concurrent sessions are organized into four categories: Impacting Student Learning, Transformational Leadership, Equity for All, and Teaching and Learning for the Future. This Agenda item supports District Strategic Goal #2: Hire, support, develop, train and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social and emotional potential.

**FUNDING:** The total cost will not exceed 2,100. District Title 1 Carryover funds will pay the expenditures for this trip.

**RECOMMENDATION:** Approve Out of State Travel for Tracy High School Principal to Attend the AVID National Conference in Dallas, TX on June 19-22, 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:** April 20, 2018  
**SUBJECT:** Approve Overnight Travel for Tracy High School Dance Team and Coaches to Participate in the JAMZ Dance Summer Camp at California State University, Channel Islands in Camarillo, CA on July 13-15, 2018

**BACKGROUND:** The Tracy High Cheer team would like to attend the JAMZ Dance Summer Camp at California State University, Channel Islands. Coach, Sheila Soares, Assistant Coach, Lauren Ortega and eighteen (18) team members will attend this camp. The team will be staying at the Camarillo University where the camp is located. The coaches and parent volunteers will provide the teams transportation. Parent volunteers will be District approved. The coaches, parent volunteers and JAMZ staff will provide supervision.

**RATIONALE:** While at the JAMZ camp, the athletes and coaches will be educated on safety, technique and rules. JAMZ Staff come from nationally ranked all-star, high school and college programs. JAMZ staff will focus on teaching proper stunt grips and body positions allowing athletes to take home safe skills and material; and perfect it. The athlete's time together will also allow for "team building." 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:** There will be no cost to the District. The expenditures to attend this optional camp are paid through fundraising efforts and parent donations.

**RECOMMENDATION:** Approve Overnight Travel for Tracy High School Dance Team and Coaches to Participate in the JAMZ Dance Summer Camp at California State University, Channel Islands in Camarillo, CA on July 13-15, 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:** April 20, 2018  
**SUBJECT:** **Approve Overnight Travel for Tracy High School Cheer Team and Coaches to Participate in the UCA-Varsity Cheer Summer Camp in Garden Grove, CA on July 16-19, 2018**

**BACKGROUND:** The Tracy High Cheer team would like to attend the UCA-Varsity Cheer Summer Camp. Coach, Sheila Soares, Assistant Coach, Lauren Ortega, forty-four (44) students and six (6) parent volunteers will attend this event. The team will be staying at the Great Wolf Lodge in Garden Grove. The coaches and parent volunteers will provide the team's transportation. Parent volunteers will be District approved. The coaches, parent volunteers and Varsity Cheer staff will provide supervision.

**RATIONALE:** UCA's goal is to inspire leadership on and off the field. UCA believes that the primary purpose of a cheerleader is to support athletic programs and lead the crowd before and during games. Cheerleaders play an instrumental role in raising, leading and maintaining school spirit in and around their communities. The time together will also allow for "team building." 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:** There will be no cost to the District. The expenditures to attend this optional camp are paid through fundraising efforts and parent donations.

**RECOMMENDATION:** Approve Overnight Travel for Tracy High School Cheer Team and Coaches to Participate in the UCA-Varsity Cheer Summer Camp in Garden Grove, CA on July 16-19, 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:** April 23, 2018  
**SUBJECT:** **Approve Out of State and Overnight Travel for West High Varsity Volleyball Team for the 2018–2019 Season**

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

August 31– Sept. 1, 2018	High Sierra Invitational	Reno, NV	Residence Inn by Marriott
September 21-22, 2018	Hard Driven Challenge	Fresno, CA	Homewood Suites by Hilton

**RATIONALE:** Competing in these tournaments will help the West High Volleyball program to build skill and speed in order to be more competitive at the highest level in the California Interscholastic Federation (CIF) League. Students will travel with their parents to each tournament. Parents who cannot attend will give permission for the Varsity Volleyball Coach, Christine Toon, to chaperone their student(s). Those students will travel in a District van or Coach Toon's vehicle, depending upon the number of students who need a ride. Chaperones for these events will be Varsity Coach, Christine Toon, Assistant Coaches, Gloria Knaus and David Valdez. The team will miss one day of school and an opportunity will be provided for them to complete their homework during the trip. 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.

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

**RECOMMENDATION:** Approve Out of State and Overnight Travel for West High Varsity Volleyball Team for the 2018–2019 Season.

**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:** April 26, 2018  
**SUBJECT:** Approve Agreement for Special Contract Services with Panorama Education, Inc. to Provide the Student Success Platform Software, Licensing, Implementation, Support and Training of School Staff at 11 Schools during the 2018-19 School Year

**BACKGROUND:** Tracy Unified School District is currently building a Multi-Tiered System of Support (MTSS) for Social and Emotional Learning (SEL). During the 2017-2018 school year, the District expanded its use of the Second Step SEL core curriculum to all elementary schools, in order to teach students vital skills that serve as academic enablers to student success. Skills taught within this curriculum involve empathy, skills for learning, emotion regulation and problem solving. In the 2018-2019 school year, the District is aiming to monitor the success of these efforts, as well as to better identify further interventions needed for students who continue to struggle with SEL deficits by implementing the Panorama Student Success Platform software to 11 elementary schools. Such will show base line scores of student SEL competencies prior to skill building instruction, as well as post lesson progress for each student who receives SEL core curriculum.

**RATIONALE:** An MTSS for Social and Emotional Learning should include universal screeners for all students (SEL competencies), as well as ways to measure the outcome of the interventions provided. The Panorama Student Success Platform software allows teachers to administer second step related competencies prior to teaching SEL topics to students, and then to re-administer the surveys after all lessons have been completed at the end of the year. Additionally, the software interfaces with Aeries, so teachers can easily identify which students have multiple problem areas that need targeted and/or intensive intervention (i.e. low competencies in SEL topics and chronic absenteeism, or low competencies in SEL topics and high behavioral problems). Panorama Education will provide licensing to use their software, implementation support and training to District employees. Additionally, 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 #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 of licensing this software to 11 elementary schools for the 2018-2019 school year is \$52,500. It will be funded through LCAP goal 2, action 3 funds, which targets extreme student behaviors in the general education school population.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Panorama Education, Inc. to Provide the Student Success Platform Software, Licensing, Implementation, Support and Training of School Staff at 11 Schools during 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 Panorama 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: Panorama Education will provide license, implementation support and training in their Student Success software program for the following school sites: Villalovoz Elementary, Bohn Elementary, Hirsch Elementary, Poet-Christian, Freiler, Jacobson Elementary, North, Kelly, SW Park Elementary, Hirsch Elementary, Central Elementary and McKinley Elementary.

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 365 ( ) [ ] 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 \$52,500.00 per [ ] HOUR [ ] DAY [✓] FLAT RATE, not to exceed a total of \$52,500.00. 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 June 1, 2018, and shall terminate on May 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:

*Katie Mallett*

CFO

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

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

Panorama Education

Title \_\_\_\_\_

109 Kingston St.

Address \_\_\_\_\_

5th Floor

Boston, MA 02111

Tracy Unified School District

Date \_\_\_\_\_

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

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

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

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

# PANORAMA EDUCATION – SERVICE ORDER



## Primary Contact Information

Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name</i> (“Client”)	Tracy Unified School District	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Molly Long, Coordinator of Prevention Services	<i>Primary Contact:</i>	Gabi Zerbib
<i>Billing / Payment Address</i>	1875 W. Lowell Avenue	<i>Billing Address</i>	109 Kingston Street, 5 <sup>th</sup> Floor
<i>City / State / Zip</i>	Tracy, CA 95376	<i>City / State / Zip</i>	Boston, MA 02111
<i>Email</i>	mlong@tusd.net	<i>Email</i>	gzerbib@panoramaed.com
<i>Phone</i>	(209) 830-3218 x1365	<i>Phone</i>	(650) 285-0609

## (1) Description of Services and (2) Fees

Description of Services	Fees	
<b>Access to Panorama Student Success Platform and Support for 11 Elementary Schools:</b> (as defined in the Terms and Conditions) <ul style="list-style-type: none"> <li>- Data integration</li> <li>- Social-emotional learning measures</li> <li>- Dashboards and reporting for teachers, student support staff, school administrators, district administrators, and other staff</li> <li>- Playbook resources for taking action</li> </ul> <b>Support throughout all phases of platform implementation:</b> <ul style="list-style-type: none"> <li>- Kickoff Meeting</li> <li>- Data Configuration</li> <li>- Integration and Customization</li> <li>- Preview and Account Creation</li> <li>- Training and Feedback</li> </ul> <b>Training:</b> Panorama will provide hands-on training and support to Tracy Unified’s team and end users. Panorama focuses training on using the platform and on best practices and frameworks for data inquiry and action planning.	<b>Effective Date:</b>	<u>June 1, 2018</u>
	<b>Contract Term:</b> (From Effective Date)	<input checked="" type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years
	<b>Annual License Fee, Support and Training:</b> (Due on Effective Date for Year 1)	<b>\$52,500</b>
	<b>Total:</b>	<b>\$52,500</b>

## Other Terms and Conditions (if any)

Panorama Education will not send Tracy Unified an invoice until July 1, 2018.

## Agreement

# PANORAMA EDUCATION – SERVICE ORDER

PANORAMA

The agreement by and between the Client and Panorama (this "Agreement") consists of this Service Order (the "SO") and the Terms and Conditions attached to the SO.

## Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature:

Print Name, Title:

Date:

Panorama Signature:

Print Name, Title:

Date:

## Terms and Conditions

### BACKGROUND

Panorama is an education technology company that has developed a cloud-based platform-as-a-service that enables schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents (the "Platform"). Client and Panorama have entered into the SO and, from time to time hereafter, Client and Panorama may enter into additional Service Orders ("Future SOs") pursuant to which Client will purchase rights to use the Platform and receive services. These Terms and Conditions are incorporated by reference into the SO to create this Agreement and will be incorporated by reference into each Future SO to create separate future agreements for the rights and services described in the applicable Future SO, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

### 1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to the terms and conditions of this Agreement, Panorama hereby grants Client the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use (including use by Client's students, staff and parents, as described in the SO, if applicable ("Authorized Users")).

1.2 Limitations. The following limitations and restrictions will apply to the Platform:

(a) Client will not provide access to the Platform to any person who is not an employee or contractor of Client or an Authorized User.

(b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (ii) modify, translate or create derivative works based on the Platform; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (iv) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (vi) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform.

### 2 OWNERSHIP; RESERVATION OF RIGHTS

2.1 Client Ownership. Client owns (a) any data Client inputs or transmits into the Platform that identifies Client or its students, staff or parents (including Authorized Users) and any Survey responses provided by Client, its students, staff or parents (including Authorized Users) ("Data"), and (b) any other data and content provided by Client or Authorized Users to Panorama or input into the Platform, such as Survey questions ("Other Data", and, together with the Data, "Client Data"). Client hereby grants to Panorama a non-exclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information ("Blind Data") and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development purposes, including published research, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to the Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Ownership. Panorama retains all right, title and interest in and to the Platform, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Client Responsibilities. Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and notify Panorama promptly of any such unauthorized access or use, and (b) use the Platform only in accordance with the documentation and applicable laws and regulations.

2.5 Data Security. Panorama will implement and maintain reasonable administrative, physical and technical safeguards ("Safeguards") which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program includes: (a) physical security of all premises in which Client Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Panorama to perform any part of the services hereunder.

2.6 Privacy Policy. Panorama cares deeply about privacy, and we recognize that it is important to the educators, students, and parents we serve. Please see our Privacy Policy at <https://www.panoramaed.com/privacy> for more information about how we protect the privacy of those we serve.

2.7 Right to Data Destruction. If requested by the Client, during or after the term of this agreement, Panorama will make reasonable efforts to destroy or otherwise render Client Data inaccessible.

### 3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may suspend access to the Platform until such payment is made.

3.2 Net of Taxes. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of Panorama. Client will not withhold any Taxes from any amounts due Panorama.

### 4 TERM, TERMINATION

4.1 Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO (the "Term").

4.2 Termination; Effect of Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days' notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of the Platform up to and including the last day on which the Platform is



## Terms and Conditions

provided. Upon any termination of this Agreement for any reason, Panorama may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on the Platform or on Panorama's network. Upon termination of this Agreement, all rights granted hereunder and all obligations of Panorama to provide the Platform will immediately terminate and Client will (a) cease use of the Platform; and (b) return or destroy all other copies or other embodiments of Panorama's Confidential Information.

4.3 Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

### 5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and the terms of this Agreement. Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify the return or

destruction of all such Confidential Information and embodiments thereof.

### 6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

### 7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

## Terms and Conditions

**7.3 Independent Allocations of Risk.** EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

**7.4 Indemnification by Panorama.** Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Panorama with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

**7.5 Indemnification by Client.** Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by Client or Authorized Users of the Platform in violation of this Agreement or (b) the Client Data.

**7.6 Indemnification Procedure.** If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

## 8 GENERAL

Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or

substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.





# 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 WOW on Wheels; World of Wonders Science Museum to Provide In-class Field Trips to K-8 Grade Students at the 2018 Summer School Program**

**BACKGROUND:** Students attending the Title 1 Summer School Program are currently at risk and in need of further developing core skills. The focus on science will develop reading, writing, listening and speaking skills as they engage in science-based activities designed to reignite a love of learning. Approximately 500 K-8 grade students will be participating in the Title 1 Summer School Program at North and Monte Vista Middle Schools. Wow on Wheels; World of Science Museum provides a credentialed Educational Program Coordinator to facilitate engaging science experiences in each classroom. Wow on Wheels offers standards-based, hands-on activities that will further enrich the science curriculum and spark student curiosity about the world around them.

**RATIONALE:** The Wow on Wheels; World of Science Museum in-school field trips will provide each K-8 grade classroom with at least two separate experiment activities. The sessions are scheduled for June 12, 13, 15, 19-22, 26, 27, 2018. This Agenda item 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:** Title 1 Funding is the primary source of funding for this program. The total cost is \$4,494.60.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with WOW on Wheels; World of Wonders Science Museum to Provide In-class Field Trips to K-8 Grade Students at the 2018 Summer School Program.

**Prepared by:** Julianna Stocking, Director of Alternative Programs and Mary Petty, Principal, Summer School

## 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 WOW on Wheels; World of Science Museum, 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: Will provide approximately 500 K-8th summer school students with hands-on laboratory science activities on June 12, 13, 15, 19-22, 26 and 27, 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 9 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Hardy Elementary School and Maria Vista Middle School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$4,494.60 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$4,494.60. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
  - c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on June 12, 2018, and shall terminate on June 27, 2018.
5. This agreement may be terminated at any time during the term by either party upon 10 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Mary Petty, at (209) 321-5456 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [ ☐ ] WILL [x ☒ ] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

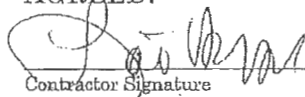
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:

 Bookkeeper  
Contractor Signature Title

IRS Identification Number

Bookkeeper

Title

2 N. Sacramento St

Address

Lodi CA 95240

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 27, 2018  
**SUBJECT:** **Approve Agreement for Special Contract Services with College Bound Tracy USD, a Customized College and Career Readiness Program for Tracy High, West High and Kimball High School Parents and Students for the 2018-2019 School Year**

**BACKGROUND:** Research has documented the importance of involving parents in the educational program; however, some parents are more comfortable navigating the educational system than others. Guidance from the California Department of Education identifies parent involvement as a priority focus area for the development and implementation of the Local Control and Accountability Plan (LCAP). In recent years, all school sites have been encouraged to offer parent education opportunities and having done so; it appears that many of the same parents remain involved while others do not. Two years ago, a group of parents and students became involved in College Bound Tracy Unified School District (TUSD). Students and parents are engaged in this program and there is a desire to continue to provide this support to current participants at each high school for the 2018-2019 school year.

**RATIONALE:** During the 2015-2016 school year, TUSD piloted College Bound Tracy USD, a college and career readiness program which empowered approximately 50 Kimball, 50 West High and 5 Tracy High students (in grades 9 and 10) and their parents, guardians and/or responsible adults to navigate the educational system while ensuring postsecondary success. College Bound students and their parents attend mandatory monthly Saturday meetings throughout the school year. Parents and students alike identified the positive impact that this program is having on informing parents on how to best guide their child's educational path while students experience The College Bound Curriculum. During the 2017-2018 school year, the College Bound program continued supporting students and families. There is a desire to continue this program for the 2018-2019 school year. This program will meet District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** The total cost of College Bound Tracy USD is not to exceed \$105,156.00. LCAP funding will be utilized in the following manner: Tracy High, West High School and Kimball High Schools will pay \$17,385.33 per site and the District will pay \$53,000.00.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with College Bound Tracy USD, a Customized College and Career Readiness Program for Tracy High, West High and Kimball High School Parents and Students for the 2018-2019 School Year.

**Prepared by:** Julianna Stocking, Director of Alternative Programs

# 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 Empowering Parents and Families - College Bound Program, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide a college and career readiness program to 105 TUSD high school students from Tracy, West and Kimball High Schools, and up to 250 of their parents/families. Services are to include: Conducting monthly meetings; providing Teacher Advocates per grade level as well as College Bound Scholar Clubs per high school site; and marketing of the program; and providing child-care (junior scholar component) during the monthly meetings.  
See attached EP&F proposal with more program details.

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 12 months ( ) [ ] HOURS [ ] DAYS, under the terms of this agreement at the following location Tracy Unified School District.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$500.74 per enrolled scholar in September, 2018 and January, 2019, [XX] Flat Rate, not to exceed a total of \$105,156.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this Agreement.
  - b. District [ ] SHALL [XX] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
  - c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 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, Julianna Stocking, at (209) 830-3210 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☒ **WILL** ☐ **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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



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

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

#### AGREED:

Dr. Darlene V. Willis

Digitally signed by Dr. Darlene V. Willis  
DN: cn=Dr. Darlene V. Willis, o=Alpha Kappa Alpha Sorority, Inc.  
Email=Xi Omega, ou=email@wvfa52@gmail.com, c=US  
Date: 2018.04.15 12:31:35 -0700

President/CEO

Contractor Signature

Title

IRS Identification Number

President/CEO

Title

9336 Black Hills Way

Address

San Diego, CA 92129

Tracy Unified School District

Date

Multiple

Account Number to be Charged

Multiple - Site and District

Department/Site Approval

Budget Approval

Date Approved by the Board

**College Bound Tracy Unified School District (CBTUSD)**

**A College and Career Readiness Proposal Between**

**Empowering Parents and Families®**

**and**

**Tracy Unified School District (TUSD)**

**2018 - 2019 Academic Year**

**March 27, 2018**

The achievement gap cannot be closed without closing the parent/family engagement gap. We are in a national educational crisis and it's going to require all of us working TOGETHER in order to make a change. **Empowering Parents and Families™/College Bound Programs** uses music, poetry, "reality statistics" and real-life solutions to help parents and families take back control of their households while ensuring educational success for their children. **EP&F/ College Bound Programs** reaches parents where they are and helps them understand that "children need our presence more than our presents."

## EP&F/COLLEGE BOUND PROGRAMS

### 2018-2019 CBTUSD Program Details

#### COLLEGE AND CAREER READINESS FAMILY WORKSHOP SERIES

**The EP&F/College Bound Programs team** will provide monthly college and career readiness family workshops. The monthly workshops will be open to up to 105 9<sup>th</sup> – 12<sup>th</sup> grade TUSD scholars\* and their families. The parents, guardians and/or responsible adults described above will be required to attend the workshops with their scholars. Parents/Guardians can register and attend the workshops with a goal of becoming more empowered to navigate the educational system, take back control of their households while ensuring post secondary success for their scholars and themselves. They will be empowered to navigate the educational system while learning more via the CB curriculum that has been designed specifically for our CB program.

EP&F will provide a family friendly on line registration via the EP&F/College Bound Programs website at [www.epfamilies.org/registration](http://www.epfamilies.org/registration) EP&F will also create and maintain program applications and rosters while providing personal reminder messages, emails and/or text messages to each participating family. The EP&F and TUSD partnership will serve up to 260 scholars, parents and families.

College and career related topics are customized according to the needs of the TUSD families as well as educational trends/actions that directly impact families working to ensure their child has the choice of attending college.

**EP&F/College Bound Programs** will provide childcare (Junior Scholars component) and healthy snacks for each workshop. This creates a potential pipeline plus allows the parent/guardian the ability to participate fully in the program with their scholar. It also starts early with planting the seed hoping the younger siblings will make education a priority.

**Timeline** – August 2018 – May 2019

**CBTUSD workshop dates are:** August (Orientation), September 8, October 13, November 10, December 8, January 12, February 9, March 9, April 13, and May 6.

**Time:** 9:00am – 12 Noon and 6pm for finale program

**Audience:** Up to 105 TUSD scholars plus their families including siblings, parents, guardians and/or responsible adults of the registered scholars.

**TUSD Requirements:** To identify and provide consistent meeting facilities arranged theater style with 2 microphones, LCD projector and screen, Internet access, 4 classrooms, 1 open space room for the junior scholars' component, computers or computer lab as requested, and 4 tables on a

monthly basis. Provide a translator and appropriate listening devices equipment for workshop participants plus access, via the parent authorization, to educational records of CBTUSD students. TUSD will work with EP&F staff to arrange for an exchange of dialogue with TUSD Principals, Counselors, Athletic Directors and other stakeholders in August 2018 and January 2019. The objective of the meeting is to establish and/or continue a rapport so that lines of communication are open even more.

EP&F will submit a request at least 1 month in advance to site principal indicating number of computers requested/computer lab. Request will be approved pending confirmation of availability. If not available, CBTUSD will utilize modern technology via family cell phones.

\*Scholars – Any 9<sup>th</sup> – 12<sup>th</sup> grade TUSD scholars that want to graduate from high school and have the choice of attending college.

### **INDIVIDUAL SCHOLAR, FAMILY ADVISING & COLLEGE BOUND ADVOCATE**

College Bound scholars and their families will be assigned an **EP&F/College Bound Program** staff member who provides guidance and advice regarding the A-G college requirements, GPA, tutorial resources, community service, leadership development and scholarship opportunities, college prep test registration assistance as well as internal and external educational opportunities.

**EP&F/College Bound Program** staff will be available to meet with families upon request and/or as challenges arise for the CB scholar. College Bound Teacher/Advocates will monitor grades, identify and work with TUSD resources to help further the educational journey of our College Bound scholars and families.

**Timeline** – September 2018 – May 2019

**Time:** On-going and based upon CBTUSD family needs

**Audience:** Scholars, Parents/Guardians and/or schools can request EP&F/College Bound Program staff to be present for IEP, 504, Teacher, Family and/or Counselor meetings. With advanced notice, via the EP&F Staff Request Online form, EP&F/College Bound Program staff will make themselves available in order to meet the needs of the CB families.

**TUSD Requirements:** To provide a meeting room and/or space where **EP&F/College Bound Program** staff can meet with scholars, parents, etc. as requested. **EP&F/ College Bound Programs** staff shall work with assigned school site staff to request a school site meeting space in advance for all meetings.

## **CBTUSD STUDENT CLUBS @ KIMBALL, TRACY AND WEST HIGH SCHOOL**

EP&F staff will work with CBTUSD leaders and their parents to create a CB student club at each participating high school. This model allows the scholars to share educational information throughout the month and motivate each other during the non-CB dates.

## **CBTUSD DATA COLLECTION**

EP&F has hired a Data Clerk to ensure the following data is collected and presented throughout the year.

- **PRE-ASSESSMENT SURVEY – EP&F/ College Bound Programs** staff will provide a pre-assessment survey to every CBTUSD scholar and their families in August/September 2018.

### **Data Includes:**

- Scholars entering and ending GPA
- Number of AP or honors classes currently enrolled
- Knowledge of A-G college requirements
- Number of community service hours
- College prep tests registration and/or scores
- Names of colleges or universities they are interested in attending
- Expectations of the program
- Identification of IEP or 504
- Knowledge of the TUSD on line campus portal
- Tutorial resources for their scholar
- Number of scholarship opportunities
- FAFSA Completion and EFC
- Name and number of schools CB seniors applied to and accepted admission

**MID YEAR SATISFACTION SURVEY – EP&F/ College Bound Programs** will provide a mid year satisfaction survey to all CBTUSD participants in December 2018. The results will be provided to the TUSD school administrators in January 2019.

**POST ASSESSMENT SURVEY – EP&F/ College Bound Programs** staff will provide a post assessment survey to every CBTUSD scholar and their families in April 2019. The results will be provided to the TUSD school administrators by May 2019.

**Data Includes:**

- Scholars ending GPA and has it increased, decreased or stayed the same
- Number of AP or honors classes taken
- Knowledge of A-G college requirements
- Number of community service hours actually completed
- College prep tests registration and/or scores
- Names of colleges or universities they are interested in attending
- Were the program expectations met (1 to 5 rating with 5 being the highest)
- Number of times scholar and/or parent met with their school counselor
- Was EP&F/COLLEGE BOUND PROGRAMS helpful regarding any school meetings
- Number of times they accessed the campus portal
- Number of board meetings they attended
- Whether or not their scholar took advantage of any tutorial services
- Whether or not their scholar took advantage of scholarships discussed or offered
- Number and names of colleges they applied to (Seniors Only)
- Number and names of colleges they were accepted to (Seniors Only)
- Scholarships they applied to and earned (Seniors Only)
- Completion of FAFSA and EFC average
- SAT FEE waiver applied

**TUSD Requirements:** TUSD will provide transcripts for each registered scholar in August 2018 and January 2019, pending EP&F has collected a completed Authorization to Release Form signed by the CBTUSD parent/guardian and submitted to TUSD.

## **College Bound Curriculum**

Empowering Parents and Families provides a customized curriculum used for each CB program. It meets the scholars, parents and families where they are and is designed specifically for college bound programs only. The curriculum focuses on educational topics that will impact each

household. Examples include time management, study habits, A-G, entrepreneurship, understanding the policies and procedures within the educational arena, taking back control of their households, bullying, social media, state of mind, etc.

## **Comprehensive Marketing Plan**

All of the EP&F programs and services include a comprehensive marketing plan with the goal of not “adding more to the school staff’s plate.” Every program is different and contains customized services to meet the needs of each customer. EP&F hopes to participate in quarterly meetings with key internal and external stake holders as well as given the opportunity to present at the TUSD Leadership meetings and to be listed as part of the TUSD College and Career Readiness programs.

## **Customized College Tours**

EP&F has taken our scholars and their parents on customized tours exposing them to over 200 colleges and universities throughout the country. The scholars and parents determine where we go each year. Week long trips will be held during school breaks.

## **Required Attendance**

CBTUSD only meets once a month therefore we work with scholars and their families to make the program a priority. We understand that life gets in the way, however, there are no excuses to miss a CB meeting. All scholars must bring a parent/guardian or responsible adult with them to each monthly meeting. It is our goal to have every scholar and their families attend each CB meeting but parents have the ultimate decision.

## **Guaranteed College/University Admissions**

EP&F has partnered with Concerned Parents Alliance and we have a memorandum of understanding with California State University, San Marcos, University of LaVerne and the University of California, San Diego. We are having conversations for a potential partnership with the entire University of California system. The goal is for each of our college bound scholars to



receive guaranteed admissions into their University upon meeting admission requirements. We are exploring a similar agreement with other colleges and universities.

## **Partnership with College Board**

EP&F has partnered with CPA and recently partnered with College Board, the company responsible for administering the SAT, where our low to moderate income students have the opportunity to receive a fee waiver to take their college prep tests. EP&F will also support scholars and families in utilizing the opportunity to receive a fee waiver to take college prep tests, provided by TUSD's partnership with College Board.

## **Scholarships**

EP&F has raised funds and researched hundreds of academic scholarships for our college bound scholars in good standing.

## **EP&F Staff Members**

Empowering Parents and Families® has a variety of professional staff members with diverse backgrounds including successful experience in the educational, corporate and non-profit arenas. We only undertake assignments in which our competence has been established and where we can assure satisfactory performance by virtue of previous experience and/or individual expertise. EP&F is a family oriented business who values education.

## **EP&F/College Bound Programs**

### **OUTCOME BASED PROGRAMS AND SERVICES**

#### **Engaged Parents, Guardians, Caregivers and Responsible Adults Will:**

- ◆ Understand that parent/family engagement is essential to a comprehensive and successful educational plan
- ◆ Understand the importance of partnering with the school
- ◆ Become familiar with the educational statistics impacting their children
- ◆ Become more empowered to take control of their finances while learning more about financing their child's educational journey.
- ◆ Understand their ability to have a direct impact as to whether or not their children do well in school, graduate from high school and have the choice of attending college
- ◆ Learn the A-G college requirements while selecting & nurturing the best educational path
- ◆ Empower the parents to understand the importance of their scholars attending school, fulfilling A-G college requirements, graduating from high school, preparing for a successful post secondary opportunity with attending a four-year college or university being the priority

#### **Engaged Scholars Will Understand:**

- ◆ The importance of believing in themselves
- ◆ The importance of taking personal responsibility for their educational journey
- ◆ The power they have in creating a positive peer pressure which allows education to become one of their top priorities
- ◆ How they can control whether or not they graduate from high school and have the choice of attending college
- ◆ How they are accountable for their immediate and future actions
- ◆ How fulfilling A-G college requirements could provide a variety of options to help them with their college and career choices
- ◆ How hard work could result in excellent grades which in turn could provide an array of scholarship opportunities

## **EP&F/College Bound Programs**

### **PROGRAM COST AND BILLING**

**\$105,156**

EP&F understands the budget challenges yet we respect providing a quality College Bound Tracy program therefore we have created the 2018-2019 program with all factors in mind, including a modest cost of living, but most importantly, TUSD and EP&F's commitment to the scholars and their families.

EP&F recommends funding come from the Title I funds where at least 5% of the monies must be allocated for family engagement. In addition, School Site Councils could also serve as a funding source. As you know, CBTUSD is listed in the TUSD LCAP plan and allocated funding. It is also our understanding that most school districts received one time monies that could be applied toward the CBTUSD program as well.

CBTUSD is one of few programs within the district that serves the entire family. Most programs focus only on the scholar or only on the parent. We believe in family empowerment and have a proven track record of success. The CBTUSD program stayed at full capacity with a waiting list during the 2017-2018 academic year and we anticipate it being the same for the 2018-2019 academic year. In fact, we are already receiving calls for the upcoming year.

EP&F's goal is to continue this partnership in helping TUSD increase your A-G fulfillment percentages while empowering the parents/guardians and responsible adults to WAKE UP and take back control of their educational journeys and households.

### **Program Cost Details**

105 scholars and their parents/guardians = \$1,001.48 per scholar (fee also includes 250 parents, guardians, responsible adults and families)

A cap of 35 scholars each from Kimball, Tracy and West High Schools

EP&F will bill \$500.74 per enrolled scholar in August 2018 and \$500.74 per scholar in January 2019.

All checks should be made payable to Empowering Parents and Families® and mailed within 30 days to:

9336 Black Hills Way  
San Diego, CA 92129

All questions should be directed to Dr. Darlene V. Willis, President/CEO by either calling 619-823-7103 or emailing [drwillis63@gmail.com](mailto:drwillis63@gmail.com)

# **EP&F/College Bound Programs**

## **CONTACT INFORMATION**

*Darlene V. Willis, Ph.D.*

**President/CEO**

619-823-7103

[drwillis63@gmail.com](mailto:drwillis63@gmail.com)

### **NORTHERN CA OFFICE**

8055 Collins Drive  
Oakland, CA 94621

### **SOUTHERN CA OFFICE**

9336 Black Hills Way  
San Diego, CA 92129

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# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** April 25, 2018  
**SUBJECT:** **Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment**

## **BACKGROUND:**

## **MANAGEMENT RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Pecot, Robert Principal	KHS	6/30/18	To accept the Director of Assessment and Accountability position at Educational Services

## **BACKGROUND:**

## **MANAGEMENT RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Dixon, DeeAnn School Psychologist/ Special Education Preschool Coordinator	HES	6/30/18

## **BACKGROUND:**

## **CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Barcy, Natalia English	THS	4/30/18	Personal
Edache, Michelle Speech Language Pathologist	DEC	6/30/18	Personal

Heredia Jr., David Music	KHS	5/26/18	Personal
Keehn, Marie Social Science	KHS	6/30/18	Personal
Memory, Stephen Social Science	WHS	6/01/18	Personal
Mumm, Molly Music	BES/CES/ VES	6/30/18	Personal
Roderick, Diane LSH	DEC	6/30/18	Personal
Sprecksel, Derek PE/Athletic Director/ Cyber High	WHS	6/30/18	To accept Assistant Principal position at Jacobson/Villalovoz
Tucker, Christopher SDC 4/5	MES	6/30/18	Personal
Waggle, Jonathan Science	THS	6/30/18	To accept Assistant Principal position at Tracy High School

**BACKGROUND:**

**CERTIFICATED RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	
Baird, Linda 3 <sup>rd</sup> Grade	NES	5/25/18	
Cherry, Richard 4 <sup>th</sup> Grade	NES	5/25/18	
Goetsch, Patrick 7 <sup>th</sup> Grade – Core	MVMS	5/25/18	(Amended From Prior Agenda)
Trifoglio, Carole 1 <sup>st</sup> Grade	PCES	5/25/18	

**BACKGROUND:****CLASSIFIED RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Caporicci-Usiak, Dana IEP Para Educator I	WMS	6/1/18
Fehrenbacher, Mary Special Ed Para Educator I	WMS	5/31/18

**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 of Human Resources  
**DATE:** April 25, 2018  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Pecot, Robert

Sprecksel, Derek

Waggle, Jonathan

## MANAGEMENT / CLASSIFIED CONFIDENTIAL

Director of Assessment and Accountability  
(Replacement)  
Educational Services  
Range 58 – LME, Step E - \$633.93 per day  
Funding: General Fund

Assistant Principal, K-8 (Replacement)  
Jacobson/Villalovoz  
Range 51 – LME, Step C - \$511.19 per day  
Funding: General Fund

Assistant Principal, High School  
(Replacement)  
Tracy High School  
Range 54 – LME, Step C - \$544.29 per day  
Funding: General Fund

## BACKGROUND:

Menasco, Zachary

## CERTIFICATED

SDC Young Adult Program (Replacement)  
Stein High School  
Class I, Step 1, “A” \$48,137  
Funding: Restricted Funds

## BACKGROUND:

Camacho, Jose

## CLASSIFIED

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

Thielen, Kristy

Special Ed Para Educator I (Replacement)  
Jacobson  
Range 24, Step A - \$14.35 per hour  
4 hours per day  
Funding: Special Education

McCullar, Jennifer

Special Ed Para Educator I (New)  
Williams  
Range 24, Step A - \$14.35 per hour  
6.5 hours per day  
Funding: Special Education

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

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** April 25, 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 (Second Reading, Intent to Adopt)**

**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 (Second Reading, Intent to Adopt).

**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.

**"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.

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

**"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 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.

**GENERAL OBLIGATION BONDS**  
**Citizen's Oversight Committee 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.

**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



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

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 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

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

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.
- (c) Each term shall match the fiscal year of the school district. Hence, each term shall end on June 30<sup>th</sup> 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.

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

7.4 Vacancies

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

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

- (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.
- (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,

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

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) Insure 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:
  - (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.

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

- (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.

**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

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

- (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 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;



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

- (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 Districts 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 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 25, 2018  
**SUBJECT:** Adopt Revision to BP 3270 and Acknowledge revision to AR 3320 Sale and Disposal of Books, Equipment, and Supplies (First Reading)

**BACKGROUND:** Tracy Unified School District Board Policy and Administrative Regulation 3270 governing the sale and disposal of books, equipment, and supplies is currently inconsistent a corresponding Board Policy 6161 entitled Equipment, Books, and Materials, which deals exclusively with the disposal of surplus or obsolete instructional materials. In addition, some of the legal citations on which the existing BP and AR 3270 were founded have changed since the BP and AR were adopted.

The proposed policy includes changes recommended by the California School Boards Association, and defers procedures related to the disposal of surplus or obsolete instructional materials to BP 6161. The proposed administrative regulation eliminates sections no longer supported by legal citations, but leaves in place guidelines more restrictive than those recommended by the California School Boards Association, but recommended as the result of mediated settlement of an earlier legal claim.

This is a first reading. A second reading with intent to adopt will be proposed at the May 22<sup>nd</sup> Board Meeting.

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

**RECOMMENDATION:** Adopt Revision to BP 3270 and Acknowledge revision to AR 3320 Sale and Disposal of Books, Equipment, and Supplies (First Reading).

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

## Sale and Disposition of Books, Equipment and Supplies

The Governing Board recognizes its fiscal responsibility to maximize the use of district equipment, supplies, instructional materials, and other tangible property while providing up-to-date resources that facilitate student learning and effective district operations. When the Board, upon recommendation of the Superintendent or designee, declares any district-owned tangible property unusable, obsolete, or no longer needed, the Board shall determine the estimated value of the property and shall decide whether the property will be donated, sold, or otherwise disposed of as prescribed by law and administrative regulation. ~~When district-owned books, equipment and supplies become unusable, obsolete, or no longer needed, the Superintendent or designee shall identify these items to the Governing Board, together with their estimated value and a recommendation that they be sold or disposed of by one of the methods prescribed in law and administrative regulations. With Board approval, the Superintendent or designee shall arrange for the sale or disposal of these items.~~ **Disposal of obsolete instructional materials shall be conducted in accordance with Board Policy 6161.**

The Board shall approve the price and terms of any sale or lease of tangible or real property of the district.

If the Board members who are in attendance at a meeting unanimously agree that the property, whether one or more items, does not exceed \$2,500 in value, the property may be sold without advertising for bids (Education Code 17546). Likewise, if the Board members who are in attendance at a meeting unanimously find that the value of the property is insufficient to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the Board or may be disposed of in the local public dump (Education Code 17546).

~~Instructional materials may be considered obsolete or unusable when they:~~

- ~~1. Contain information rendered inaccurate or incomplete by new discoveries or technologies~~
- ~~2. Have been replaced by more recent versions or editions of the same material and are of no foreseeable value in other instructional areas~~
- ~~3. Contain demeaning, stereotyping or patronizing references to either sex, members of racial, ethnic, religious, vocational or cultural groups, or persons with physical or mental disabilities~~
- ~~4. Have been inspected and discovered to be damaged beyond use or repair~~

The Superintendent or designee shall establish procedures to be used **whenever the district sells equipment or supplies originally acquired under a federal grant or subgrant** ~~when selling equipment for which the federal government has a right to receive all or part of the proceeds. Such procedures shall be designed to ensure~~ These procedures shall ensure a reasonable amount of competition so as to result in the highest possible revenue **return**.

Legal Reference:

**EDUCATION CODE**

17540-17542 Sale or lease of personal property by one district to another

17545-17555 Sale of personal property

## Sale and Disposition of Books, Equipment and Supplies

**35168 Inventory, including record of time and mode of disposal**~~42291.5 Temporary school bus designation~~~~42303 School bus sale to another district~~~~60500 Determination of obsolescence~~

60510-60511 Donation or sale

60520-60521 Disposition of sale proceeds

60530 Methods of destruction

## GOVERNMENT CODE

25505 District property; disposition; proceeds

## CODE OF REGULATIONS, TITLE 2

200.0 – 200.521 Federal uniform grant guidance

## CODE OF REGULATIONS, TITLE 5

3944 Consolidated categorical programs, district title to equipment

3946 Disposal of equipment purchased with state and federal consolidated application funds

## UNITED STATES CODE, TITLE 40

484 Surplus property

## CODE OF FEDERAL REGULATIONS, TITLE 34

80.32 Equipment acquired under a grant or subgrant

**Management Resources:****CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS****California School Accounting Manual****Standards for Evaluating Instructional Materials for Social Content, 2013****WEB SITES****California Department of Education:** <http://www.cde.ca.gov>**School Services of California:** <http://www.sscal.com>

Board Adopted: 6/13/06

Board revised: \_\_\_\_\_

## Sale and Disposal of Books, Equipment and Supplies

**A. Purpose and Scope**

The purpose of the regulation is to identify the means by which the district can dispose of property that is obsolete, salvage, scrap, rubbish, damaged beyond economic repair, equipment about to be replaced, defective, surplus or technologically inadequate.

**B. General**

This will help the district maintain a safe, uncluttered work environment while increasing satisfaction of all who use our facilities.

A primary concern for our district is the ability to liquidate said items without further exposure to liability from parties who receive these items. As such, the district will look to sources that assume responsibility and provide warranties for these items as they pass through their possession.

In the event that an item is deemed useful and/or in good condition, but is no longer useful to the district, when district is unable to ensure that it is safe to be used, the district shall declare it scrap and process the item through the surplus procedure.

**C. Forms Used and Additional References**

1. Board Agenda Item as necessary.

**D. Procedure**

The Governing Board may dispose of personal property belonging to the district by any of the following methods:

1. If the Board members attending a meeting unanimously agree that the property is worth no more than \$2,500, the Board may designate any district employee to sell the property without advertising. (Education Code 17546)
2. The Board may advertise for bids and either sells the property to the highest responsible bidder or reject all bids. (Education Code 17545)

Notice for bids shall be posted in at least three public places in the district for at least two weeks or published at least once a week for at least two weeks in a newspaper having a general circulation in the district and, if possible, published within the district. (Education Code 17545)

Property for which no qualified bid has been received may be sold, without further advertising, by the Superintendent or designee. (Education Code 17546)

3. While authorized by the education code to authorize the sale of the property by means of a public auction conducted by district employees, employees of other public agencies, or by contract with a private auction firm, the district has been advised to limit liability by selling property only to purchasers qualified to certify the equipment or material safe for use. Notice related to the auction shall be posted or published as

## Sale and Disposal of Books, Equipment and Supplies

described in item #2 above. (Education Code 17545)

4. Without advertising for bids, the Board may sell the property to agencies of federal, state or local government, to any other school district, or to any agency eligible under the federal surplus property law (40 USC 484(j)(3)) qualified to certify the equipment or material is safe for use. In such cases, the sale price shall equal the cost of the property plus estimated cost of purchasing, storing and handling. (Education Code 17540)
5. Without advertising for bids, the Board may sell or lease the property to agencies of federal, state or local government or to any other school district qualified to certify the equipment or material is safe for use. In such cases, the price and terms of the sale or lease shall be fixed by the Board and approved by the County Superintendent of Schools. (Education Code 17542)
6. If the Board members attending a meeting unanimously find that the value of the property is insufficient to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the Board and qualified to certify the equipment or material is safe for use or may be disposed of by dumping. (Education Code 17546)

Money received from the sale of surplus property shall be either deposited in the district reserve or general fund or credited to the fund from which the original purchase was made. (Education Code 17547)

Instructional Materials

**Disposal of obsolete instructional materials shall be conducted in accordance with Board Policy 6161.**

~~Surplus or undistributed obsolete instructional materials that are usable for educational purposes may be donated to any governing board, county free library or other state institution; any United States public agency or institution; any nonprofit charitable organization; or children or adults in California or foreign countries for the purpose of increasing literacy. They also may be sold to any organization that agrees to use the materials for educational purposes. (Education Code 60510)~~

~~Any organization, agency or institution receiving obsolete instructional materials from the district shall certify to the Board that it agrees to use the materials for educational purposes and make no charge to any persons to whom the materials are given or lent. (Education Code 60511)~~

~~At least 60 days before disposing of these instructional materials, the Board shall notify the public of its intention to do so through a public service announcement on a local television station, in a local newspaper, or by another means the Board believes will most effectively reach the entities described above. The Board shall also permit~~

### Sale and Disposal of Books, Equipment and Supplies

~~representatives of these entities and members of the public to address the Board regarding the distribution of these materials.~~

~~Surplus or undistributed obsolete instructional materials which are unusable or which cannot be distributed as specified above may be disposed of by either of the following: (Education Code 60530)~~

- ~~1. By being mutilated so as not to be salable and sold for scrap at the highest obtainable price~~
- ~~2. By being destroyed by any economical means at least 30 days after the Board has given notice to all persons who have requested such notice.~~

### School Buses

~~Upon receiving a state apportionment for the replacement of a school bus, the Board may sell the bus that is being replaced to another California school district if the following conditions are met: (Education Code 42303)~~

- ~~1. The other district is replacing a bus that is in service and has not been designated a temporary school bus pursuant to Education Code 42291.5.~~
- ~~2. The bus being replaced by the other district is older than the bus that is being sold by this district.~~
- ~~3. The bus being replaced by the other district is not sold to a third school district.~~
- ~~4. The other district, by Board resolution, holds the state and this district harmless for any liability that may result from the bus that this district is selling.~~
- ~~5. The proceeds from the sale of the bus shall be used by this district for home-to-school transportation purposes.~~
- ~~6. Before the sale is finalized, the bus being sold is in compliance with all relevant provisions of the Vehicle Code and 13 CCR.~~

**E. Reports Required**

None.

**F. Record Retention**

All receipts are retained in the Financial Services Department

**G. Responsible Administrative Unit**

Business Services

**H. Approved By**

Assistant Superintendent for Business Services

Regulation Adopted: 6/13/06





# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** April 23, 2018  
**SUBJECT:** Consider BP 3320 and Acknowledge AR 3320 Claims and Actions Against the District (First Reading)

**BACKGROUND:** Tracy Unified School District does not currently have a policy nor an administrative regulation specifically dealing with claims and actions against the district.

The proposed policy and administrative regulation is consistent with the language recommended by CSBA, but has been updated by our current insurance provider.

This is a first reading. A second reading with intent to adopt will be proposed at the May 22nd Board Meeting.

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

**RECOMMENDATION:** Consider BP 3320 and Acknowledge AR 3320 Claims and Actions Against the District (First Reading).

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

## Claims and Actions Against The District

### Claim Presentation Requirements

Any and all claims for money or damages against the District must be presented to and acted upon in accordance with Governing Board Policy 3320 and Administrative Regulation 3320 which have been adopted by the Governing Board pursuant to Government Code Section 935. Compliance with these District Claim Procedures is a prerequisite to any court action, including specifically those claims excepted by Government Code Section 905, unless the claim is governed by statutes or regulations which expressly free the claimant from the obligation to comply with this policy and the claims procedures set forth in the Government Code.

**This policy is effective immediately and applies retroactively to any and all claims, including to claims which accrued prior to the enactment of this policy.**

### Legal References

#### EDUCATION CODE

35200 Liability for debts and contracts

35202 Claims against districts; applicability of Government Code

#### CODE OF CIVIL PROCEDURE

340.1 Damages suffered as a result of childhood sexual abuse

#### GOVERNMENT CODE

800 Cost in civil actions

935 Authority to enact local claims procedure

810-996.6 Claims and actions against public entities

53051 Information filed with secretary of state and county clerk

#### PENAL CODE

72 Fraudulent claims

#### COURT DECISIONS

*City of Stockton v. Superior Court* (2007) 42 Cal.4th 730

*Connelly v. County of Fresno* (2006) 146 Cal.App.4th 29

*CSEA v. South Orange Community College District* (2004) 123 Cal.App.4th 574

*CSEA v. Azusa Unified School District* (1984) 152 Cal.App.3d 580

*State of California v. Superior Court* (Bodde) (2004) 32 Cal.4th 1234

*Tapia v. County of San Bernardino* (1994) 29 Cal.App.4th 375

TUSD Adopted:

## Claims and Actions Against The District

### Claim Presentation Requirements

California law requires that prior to filing a complaint against the Tracy Unified School District or its employees, the claimant must present a claim under the California Tort Claims Act. (Government Code 911 et seq.)

### Time Limitations To Present Claim

1. Claims for money or damages relating to a cause of action for death or for injury to person, personal property or growing crops shall be presented to the Governing Board no later than six months after the accrual of the cause of action. (Government Code 905, 911.2)
2. Pursuant to Government Code 935, claims for money or damages that are listed as exceptions in Government Code 905 shall be presented not later than six months after the accrual of the cause of action. Such claims include:
  - (a) Claims under the Revenue and Taxation Code or other statute prescribing procedures for the refund, rebate, exemption, cancellation, amendment, modification, or adjustment of any tax, assessment, fee, or charge or any portion thereof, or of any penalties, costs, or charges related thereto;
  - (b) Claims in connection with which the filing of a notice of lien, statement of claim, or stop notice is required under any law relating to liens of mechanics, laborers, or material men;
  - (c) Claims by public employees for fees, salaries, wages, mileage, or other expenses and allowances;
  - (d) Claims for which the workers' compensation authorized by Division 4 (commencing with Section 3200) of the Labor Code is the exclusive remedy;
  - (e) Applications or claims for any form of public assistance under the Welfare and Institutions Code or other provisions of law relating to public assistance programs, and claims for goods, services, provisions, or other assistance rendered for or on behalf of any recipient of any form of public assistance;
  - (f) Applications or claims for money or benefits under any public retirement or pension system;
  - (g) Claims for principal or interest upon any bonds, notes, warrants, or other evidences of indebtedness;
  - (h) Claims that relate to a special assessment constituting a specific lien against the property assessed and that are payable from the proceeds of the assessment, by offset of a claim for damages against it or by delivery of any warrant or bonds representing it;
  - (i) Claims by the state or by a state department or agency or by another local public entity or by a judicial branch entity;
  - (j) Claims arising under any provision of the Unemployment Insurance Code, including, but not limited to, claims for money or benefits, or for refunds or credits of employer or worker contributions, penalties, or interest, or for refunds to workers of deductions from wages in excess of the amount prescribed;

**Claims and Actions Against The District**

- (k) Claims for the recovery of penalties or forfeitures made pursuant to Article 1 (commencing with Section 1720) of Chapter 1 of Part 7 of Division 2 of the Labor Code;
- (l) Claims governed by the Pedestrian Mall Law of 1960 (Part 1 (commencing with Section 11000) of Division 13 of the Streets and Highways Code);
- (m) Claims made pursuant to Section 340.1 of the Code of Civil Procedure for the recovery of damages suffered as a result of childhood sexual abuse. This subdivision shall apply only to claims arising out of conduct occurring on or after January 1, 2009;
- (n) Claims made pursuant to Section 701.820 of the Code of Civil Procedure for the recovery of money pursuant to Section 26680; and
- (o) Claims made pursuant to Section 49013 of the Education Code for reimbursement of pupil fees for participation in educational activities. (Government Code 905, 911.2, 935)

3. Claims for money or damages as authorized in Government Code 905 and not included in paragraph #1 or paragraph #2 above, including claims for damages to real property, shall be presented not later than one year after the accrual of the cause of action. (Government Code 905, 911.2)

Claims against the District shall further be subject to the provisions of Government Code 945.4 relating to the prohibition of suits in the absence of the presentation of claims and action thereon by the District.

**Late Claims**

Any person presenting a claim under item #1 or #2 above later than six months after the accrual of the cause of action shall present, along with the claim, an application to file a late claim. Such claim and application to file a late claim shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.4)

If a claim under item #1 or #2 is filed late and is not accompanied by an application to file a late claim, the Governing Board or Superintendent (collectively referred to as the "Board") shall, within 45 days, give written notice that the claim was not filed timely and that it is being returned without further action.

The "Board" shall grant or deny the application to file a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the "Board" provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The "Board" shall grant the application to file a late claim under any one of the following circumstances: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise or excusable

**Claims and Actions Against The District**

neglect and the district was not prejudiced in its defense of the claim by the failure to present the claim within the time limit.

2. The person who sustained the alleged injury, damage or loss was a minor during all of the time specified for presentation of the claim.

3. The person who sustained the alleged injury, damage or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason he/she failed to present the claim.

4. The person who sustained the alleged injury, damage or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in the form set forth in Government Code 911.3. (Government Code 911.3) If the “Board” does not take action on the application to file a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless such time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

**Delivery and Form of Claim**

A claim, any amendment thereto, or an application for leave to present a late claim shall be deemed presented and received when delivered to the office of the Superintendent or to the office of his or her designee or deposited in a post office, subpost office, substation, or mail chute or other like facility maintained by the U.S. Government in a sealed envelope properly addressed to the district office with postage paid. (Government Code 915, 915.2)

Claims must be submitted on the district claim form. The “Board” may return a claim not using the district’s claim form. (Government Code 910.4). The required Claim Form is attached to this administrative regulation.

**Notice of Claim Insufficiency**

The Superintendent or designee shall review any and all claims received for sufficiency of information.

If the claim is found insufficient or found not to satisfy the form requirements under Government Code 910.4, the “Board” may, within 20 days of receipt of the claim, either personally deliver or mail to the claimant, at the address stated in the claim form, a notice stating with particularity the defects or omission in the claim. (Government Code 910.8, 915.4)

If such a notice is delivered or sent to the claimant, the “Board” shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

## Claims and Actions Against The District

### Amendments to Claim

Claims may be amended within the time limits provided under section entitled "Time Limitations" above or prior to final action by the "Board," whichever is later, if the claim, as amended, relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

### Action on Claim

Within 45 days after the presentation or amendment of a claim, the "Board" may take action on the claim. This time limit may be extended by written agreement before the expiration of the 45-day period or before legal action is commenced or barred by legal limitations. (Government Code 912.4)

The "Board" may act on the claim in one of the following ways: (Government Code 912.6)

1. If the "Board" finds that the claim is not a proper claim against the district or its employees, the claim shall be rejected.
2. If the "Board" finds that the claim is a proper claim against the district and is for an amount justly due, the claim shall be allowed.
3. If the "Board" finds that the claim is a proper claim against the district but is for an amount greater than is justly due, the "Board" shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the "Board" may reject or compromise the claim.

If the "Board" allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the "Board" may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Superintendent or designee shall transmit to the claimant written notice of action taken or inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall either be personally delivered or mailed to the address stated in the claim form. (Government Code 913, 915.4)

If no action is taken within the prescribed time limits, the claim shall be deemed to have been rejected. (Government Code 912.4, 945.6)

All claimants are encouraged to promptly seek the advice of an attorney so as to protect their legal rights with respect to any claim or potential claim.

**Claims and Actions Against The District**

**This policy is effective immediately and applies retroactively to any and all claims, including to claims which accrued prior to the enactment of this policy.**

TUSD Acknowledged:

**TRACY UNIFIED SCHOOL DISTRICT**

Business Services Department

1875 West Lowell Ave., Tracy, CA 95376

Phone: 209-830-3230 Fax: 209-830-3269 Email: [sasmith@tusd.net](mailto:sasmith@tusd.net)

**CLAIM FORM #:** **TUSD**

(Please type or print in black or blue ink only)

**TO:** Tracy Unified School District - Business Services Department

**DATE:** \_\_\_\_\_

**RE:** \_\_\_\_\_

1. Claims for death, injury to person, or to personal property must be presented to the District not later than six (6) months after the occurrence (Govt. Code, Section 911.2), including those claims detailed in Board Policy 3320 and Administrative Regulation 3320
2. Claims for damages to real property or breach of contract must be presented not later than one year after the occurrence (Govt. Code, Section 911.2)
3. For vehicle claims, (it is recommended) that one (1) quote for repair/replacement be attached to claim form.
4. Please carefully read the Tracy Unified School District Board Policy 3320 and Administrative Regulation 3320 regarding the presentation of a claim.

Name of Claimant \_\_\_\_\_ DOB \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

**State the DATE** when the damage or injury occurred? \_\_\_\_\_

**WHERE** did the damage or injury occur? \_\_\_\_\_

**HOW** and under what circumstances did the damage or injury occur (if necessary, please attach separate sheet, signed and dated) \_\_\_\_\_

**WHAT** particular action by the District or its employees caused the alleged damage or injury: (Include names of employees, if known) \_\_\_\_\_

**WHAT** sum do you claim: Include the estimated amount of any prospective loss insofar as it may be known at the time of the presentation of this claim, together with the basis of computation of the amount claimed; attach estimates or invoices, if possible. (If amount claimed exceeds \$10,000, no dollar amount shall be stated).

\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
Total Amount Claimed: \$ \_\_\_\_\_

If total amount claimed exceeds \$10,000, is this a Limited Civil case? Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

**NAMES** and address of witnesses, doctors, and hospitals: \_\_\_\_\_

**DATE:** \_\_\_\_\_ **Signature of Claimant:** \_\_\_\_\_

**NOTICE:** Section 72 of the California Penal Code provides that every person who, with intent to defraud, presents for payment to any School District any false or fraudulent claim, is guilty of a felony punishable by fine and/or imprisonment.



**TUSD Claim for Damages Form/Attachment/Blank**

**Please use for additional information (ie: diagrams, narratives, etc. sign, date, and attach to page 1**



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** April 20, 2018  
**SUBJECT:** Adopt Resolution No. 17-28 Authorizing Temporary Loans between Funds for the 2018/19 School Year

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

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

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

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

**RECOMMENDATION:** Adopt Resolution No. 17-28 Authorizing Temporary Loans between Funds for the 2018/19 School Year.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 17-28  
AUTHORIZING THE DISTRICT TO TEMPORARILY TRANSFER MONEYS  
BETWEEN FUNDS AND ACCOUNTS AS ALLOWED UNDER EDUCATION  
CODE SECTION 42603**

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Board of the Tracy Unified School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for the fiscal year 2018/19 to temporarily transfer funds between any and all funds provided that all transfers are approved by the Superintendent or his designee:

**PASSED AND ADOPTED** this 8<sup>th</sup> day of May 2018, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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President,  
Board of Trustees  
Tracy Unified School District

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Clerk  
Board of Trustees  
Tracy Unified School District



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** April 25, 2018  
**SUBJECT:** Approve School Site Safety Plans for the 2018-19 School Year

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

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

TUSD shall notify the California Department of Education prior to October 15, 2018, of any schools that have not complied.

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

**RECOMMENDATION:** Approve School Site Safety Plans for the 2018-19 School Year.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** April 23, 2018  
**SUBJECT:** Approve Adoption of 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. Three AP Spanish Language teachers met to develop criteria for evaluating instructional materials, reviewed several programs, narrowed their evaluation to two programs, and recommended the 2019 edition of *Temas*, published by Vista. Tracy Unified School District (TUSD) would purchase and implement the materials as soon as they are available, mid-year in 2018-2019.

The Curriculum Council is recommending Vista's 2019 edition of *Temas*. 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 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 not to exceed \$27,600; and will be provided by Local Control Funding Formula funds reserved for the purchase of instructional materials.

**RECOMMENDATION:** Approve Adoption of 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 27, 2018  
**SUBJECT:** Approve Adoption of *Conceptual Physics* Textbook for Physics Course

**BACKGROUND:** In the spring of 2018, teacher-leaders reviewed current high school science instructional materials to determine how best to use them for the new Next Generation Science Standards (NGSS) aligned science courses that will be implemented in 2018-2019. A new instructional materials adoption process will begin in the spring of 2018-2019. The 9-12 Science Committee requested replacing *Physics* with *Conceptual Physics* for the District's Physics courses starting in 2018-2019. The Curriculum Council recommended this change to the District-adopted materials.

**RATIONALE:** Prentice Hall's *Conceptual Physics* by Hewitt (2006), adopted in 2007 for Tracy Unified School District's (TUSD) Conceptual Physics course, is better aligned for the new Physics course. Adopting Prentice Hall's *Conceptual Physics* for use in the new NGSS-aligned Physics course will support teacher instruction and student learning more than continuing the use of Holt's *Physics* textbook. 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 additional *Conceptual Physics* for Physics courses will be paid for from LCAP funds for instructional materials growth and replacement. The amount is not expected to exceed \$4,000.00.

**RECOMMENDATION:** Approve Adoption of *Conceptual Physics* Textbook for Physics Course.

**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 27, 2018  
**SUBJECT:** **Approve Adoption of Medical Forensics Instructional Materials and Eliminate Adoption of Medical Assisting Instructional Materials**

**BACKGROUND:** Kimball High School's Medical and Health Services Academy is expanding course offerings in 2018-2019 to provide a new elective for juniors: Medical Forensics. Medical Assisting will not be offered at this time.

Using Tracy Unified School District's (TUSD) instructional materials evaluation and selection process, the academy's design team determined the best book for the course. The Curriculum Council voted to recommend the design team's selection. 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*, 2<sup>nd</sup> edition, by Bertino & Bertino (2016) published by Cengage.

The proposed materials for Medical Assisting have been withdrawn as the course will not be offered at this time.

## **RATIONALE:**

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

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

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. It will be purchased using Local Control Funding Formula monies reserved for the purchase of instructional materials.

**RECOMMENDATION:** Approve Adoption of Medical Forensics Instructional Materials and Eliminate Adoption of Medical Assisting Instructional Materials.

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** April 25, 2018  
**SUBJECT:** **Approve Revised Job Description for Administrative Secretary to the Associate Superintendent for Human Resources**

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

**RATIONALE:** 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:** No change in funding

**RECOMMENDATION:** Approve Revised Job Description for Administrative Secretary to the Associate Superintendent for Human Resources

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



## TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

**POSITION TITLE:** Administrative Secretary to the Associate Superintendent for Human Resources

**DEPARTMENT/DIVISION:** Human Resources

### **POSITION SUMMARY:**

Under general supervision of the Associate Superintendent for Human Resources or his/her designee, performs a variety of duties relating to certificated/classified personnel. This position has been designated as a confidential position per SB 160. "Confidential Employee" means any employee who, in the regular course of his/her duties, has access to, or possesses information relating to, his/her employer's employer-employee relations.

### **ESSENTIAL FUNCTIONS:**

1. Serves as confidential secretary to the Associate Superintendent for Human Resources performing a variety of clerical and technical tasks.
2. Serves as a vital staff communications and public relations link through electronic, personal and telephone contact, frequently serving as liaison with staff and public.
3. Performs a variety of complex and specialized clerical personnel work in support of personnel programs and functions.
4. Composes correspondence, documents and reports from oral and written directions.
5. Composes meeting summaries after attendance at meetings and from oral and written directions.
6. Initiates confidential background reference checks on employees prior to employment.
- ~~7. Prepares analysis of legislation and other legal issues and distributes to District personnel on an as needed basis. Keeps informed on legislation and legal decisions affecting personnel procedures, as well as applicable laws and regulations, and recommends procedures to ensure compliance.~~
8. Organizes and prepares confidential materials related to certificated and classified personnel for presentation at meetings of the Board of Trustees
9. Obtains, interprets, and provides information to applicants and staff related to salaries and application procedures.
10. Determines and maintains evaluation schedule for all employees.
11. Assists in reviewing and revising as needed Human Resources division policies, regulations, and procedures. Prepares and distributes new and revised information from GAMUT to District personnel quarterly and on an as needed basis.
12. Coordinates and assists with employee recognition/awards programs.
13. Assists in implementing all aspects of the employee recruitment and selection process for **classified**, certificated and management staff for the summer school and intersession programs.
14. Provides administrative support for community relations including informal and formal complaints and other matters related to human resources management.

15. ~~Participates in the collective bargaining process and maintains confidentiality of sensitive negotiation and other personnel related information.~~
16. Provides administrative support for employer/employee labor relations including grievances, negotiations, progressive discipline and legal issues.
17. Assists in responding to procedural inquiries in matters relating to employee relations and in the interpretations and implementation of collective bargaining negotiations and agreements.
18. Gathers, reviews, and compiles information, prepares accurate and comprehensive reports and surveys for labor relations.
19. Updates administrators, supervisors and employees on various employment law and collective bargaining Master Agreement changes.
20. Promotes an effective and productive relationship with all levels of staff and with employee groups within the District.
21. **Manages department budgets and allocation of funds, and as directed by the Associate Superintendent or his/her designee, processes purchase requests, orders and inventories all general supplies, and dispenses supplies to staff.**
22. Monitors the Peer Assistance and Review budget.
23. Maintains and updates Human Resources Department website on a regular basis.
24. Maintains and updates employee salary schedules for publication.
25. ~~Assists in training new administrators.~~
26. Assists with and implements Sexual Harassment Training.
27. Serves as a back-up for other Human Resources staff on an as-needed basis.
28. Maintains regular and prompt attendance in the workplace.
29. Performs other related duties as assigned.

#### **EDUCATION AND EXPERIENCE:**

Ability to carry out oral and written directions, read, write, and speak at a level sufficient to fulfill the duties to be performed. High school diploma or equivalent required. Five years of complex and responsible secretarial experience, including at least two years of secretarial experience in a school district is preferred.

#### **SKILLS AND QUALIFICATIONS:**

1. Knowledge of a high level of English usage, spelling, grammar, punctuation and vocabulary.
2. Knowledge of pertinent laws, rules and regulations governing school districts.
3. Knowledge of educational research methodology.
4. Knowledge of modern office methods, practices and procedures.
5. Ability to perform a variety of highly independent, complex and responsible secretarial, clerical and administrative support services requiring independent judgment with speed and accuracy.
6. Ability to complete projects and tasks with minimal supervision and direction.
7. Ability to communicate effectively with staff and the public, both in person and via the telephone or other electronic communication device, in a wide variety of situations.
8. Ability to learn and apply District rules, regulations, policies and procedures.
9. Must demonstrate strong organizational skills.
10. Advanced knowledge of a variety of computer programs, including word processing, data management, desktop publishing, graphics, and multi-media presentation programs.
11. Ability to type at a speed of 60 words per minute from clear copy.

12. Ability to communicate effectively both orally and in writing.
13. Demonstrate strong interpersonal skills.
14. Ability to make independent decisions and accurately interpret laws and practices.
15. Ability to maintain cooperative working relationships with those contacted in the course of work.

**PHYSICAL REQUIREMENTS:**

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

1. Sit for extended periods of time.
2. Enter data into a computer terminal or electronic device and operate standard office equipment for extended periods of time.
3. See and read a computer screen and printed matter with or without vision aids.
4. Speak so that others may understand at normal levels and on the telephone.
5. Hear and understand at normal levels and on the telephone with or without hearing aids.
6. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
7. Reach overhead, grasp, push/pull up to 25 pounds.
8. Lift and/or carry up to 25 pounds at waist height for short distances.
9. Bend, squat, stoop and/or climb for extended periods of time.

**WORK ENVIRONMENT:** Employees in this position will be required to work indoors in a standard office environment and come in direct contact with District office staff and the public.

**SALARY:** LMH 14

**DAYS OF SERVICE:** 230

Board Approved: H.S. 9/28/94

Elem. 9/28/94

Revised: TUSD 3/27/01

Revised: TUSD 5/10/08

Revised: TUSD 11/20/15