

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, JUNE 26, 2018

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

TIME: 6:15 PM Closed Session
7:00 PM Open Session

A G E N D A

- | | Pg. No. |
|---|---------|
| 1. Call to Order | |
| 2. Roll Call – Establish Quorum
Board: D. Arriola, J. Costa, S. Gilbert, W. Gouveia, T. Guzman, G. Silva, J. Vaughn
Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry | |
| 3. Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| 3.1 Administrative & Business Services: | |
| 3.2 Educational Services: | |
| 3.2.1 Application for Reinstatement #17-18/#39, 40, 41, 42 | |
| Action: Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.3 Human Resources: | |
| 3.3.1 Consider Leave of Absence Requests for Certificated Employees
#UC-1095, Pursuant to Article XX | |
| Action: Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.3.2 Consider Public Employee/Employment/Discipline/Dismissal/Release | |
| Action: Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.3.3 Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA | |
| 4. Adjourn to Open Session | |

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Report Out of Action Taken on Application for Reinstatement #17-18/#39, 40, 41, 42

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

6b Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees #UC-1095, Pursuant to Article XX

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

7. Approve Regular Minutes of June 12, 2018.

1-7

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

8. Student Representative Reports: None.

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

9.1 West High School Presentation on Lunch

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

10.1 Administrative & Business Services: None.

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

12. PUBLIC HEARING:

12.1 Administrative & Business Services: None.

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

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

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

13.1 Administrative & Business Services:

13.1.1 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **8-12**

13.1.2 Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District **13-14**

13.1.3 Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **15-16**

- 13.1.4** Accept the Parent Organization/Booster Club Applications Submitted for the 2018/19 School Year **17**

13.2 Educational Services:

- 13.2.1** Approve Agreement for Special Contract Services with Mattie Spires, MFTI, to Provide Mental Health Services to Williams Middle School for One Additional Day of Service for the 2018-2019 School Year **18-21**
- 13.2.2** Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to West High School for the 2018-2019 School Year **22-25**
- 13.2.3** Approve Agreement for Special Contract Services with the Boys & Girls Clubs of Tracy to Provide Services at North School for the 2018/2019 School Year **26-29**
- 13.2.4** Approve Agreement for Special Contract for Services with Community Medical Centers to provide Mental Health Services to Kimball High, Tracy High, Williams and Freiler School during the 2018-19 School Year **30-36**
- 13.2.5** Approve Agreement for Special Contract Services between Nancy Fetzer and Central Elementary School for the 2018 -2019 School Year **37-40**
- 13.2.6** Approve Agreement with Hobsons Education Advances to Provide the Naviance Platform to Williams Middle School for the 2018-2019 School Year **41-44**
- 13.2.7** Approve Memorandum of Understanding with San Joaquin County Office of Education Mathematics Department to Provide Professional Learning to the TK-12 Mathematics Teachers for the 2018-2019 School Year **45-47**
- 13.2.8** Approve Agreement for Special Contract Services with the San Joaquin County Office of Education to Support the K-12 Science Teachers in Implementing the Next Generation Science Standards **48-53**
- 13.2.9** Approve Agreement for Special Contract Services with Solution Tree Inc. to Provide Professional Development for Teachers at Monte Vista Middle School at the January 25, 2019 Staff Development Buy-back Day **54-57**
- 13.2.10** Approve Memorandum of Understanding with San Joaquin County Office of Education for the Artist-in-Schools Program at McKinley Elementary School for the 2018-2019 School Year **58-59**
- 13.2.11** Approve Overnight Travel for the West High School FFA Members to Attend All FFA Activities for the 2018-2019 School Year **60-72**
- 13.2.12** Approve Agreement for Special Contract Services with Valley Community Counseling Services (VCCS) to Provide Mental Health Services to North Elementary School during the 2018-2019 School Year **73-76**
- 13.2.13** Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant (Separate Cover Item) **77-92**
- 13.2.14** Approve Agreement for Special Contract Services with PresenceLearning to Provide Live Online Speech and Language Pathology Services and Assessments for the 2018-2019 School Year **93-100**

13.2.15	Approve Master Contract for Central Valley Training Center (CVTC), NPA for the 2018-2019 School Year (Separate Cover Item)	101
13.2.16	Approve Agreement for Special Contract Services with the Boys and Girls Clubs of Tracy to Provide Services at Central Elementary School for the 2018 -2019 School Year	102-105
13.2.17	Approve Master Contract for Point Quest Education (PQ), NPS for the 2018-2019 School Year (Separate Cover Item)	106
13.2.18	Ratify Agreement for Special Contract Services with Theresa Christiansen for Independent Education Evaluation (IEE)/Speech and Language Assessment	107-110
13.2.19	Approve Master Contract for Stockton Educational Center (SEC), NPS for the 2018-2019 School Year (Separate Cover Item)	111
13.2.20	Approve Agreement for Special Contract Services with Dr. M. Alex Peterson for an Independent Education Evaluation/Psycho-Educational Assessment	112-115
13.2.21	Approve Master Contract for Children's Home of Stockton (CHS), NPS for the 2018-2019 School Year (Separate Cover Item)	116
13.2.22	Approve Master Contract for Bayhill High School, NPS for the 2018-2019 School Year (Separate Cover Item)	117
13.2.23	Approve Master Contract for Oak Grove – Jack Weaver School, NPS for the 2018-2019 School Year (Separate Cover Item)	118
13.2.24	Approve Agreement for Special Contract Services with the Boys and Girls Clubs of Tracy to Provide Services at McKinley Elementary School for the 2018-2019 School Year	119-122
13.2.25	Approve Agreement for Special Contract Services with Keynote Speaker, Jeff Eben of How Many Wins Foundation to Provide Professional Development to Staff at Williams Middle School for the August 3, 2018 Site Pre-Service Day	123-126
13.2.26	Approve Agreement for Special Contract Services between Nancy Fetzer and North School for the 2018/2019 School Year	127-130
13.2.27	Approve Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide Project GLAD Coaching from August 1, 2018 through May 31, 2019	131-135
13.2.28	Approve Agreement for Special Contract Services with San Joaquin County Office of Education; Artist-in-Schools Program at Central, Freiler, Villalovoz and Jacobson Schools for the 2018 -2019 School Year	136-140

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment	141-142
13.3.2	Approve Classified, Certificated, and/or Management Employment	143-145

14. Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.

14.1 Administrative & Business Services:

- 14.1.1** Approve the Local Control Accountability Plan (LCAP) for the 2018-2019 School Year (Separate Cover Item) **146-147**
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
- 14.1.2** Adopt the 2018-19 Annual School District Budget (Separate Cover Item) **148-150**
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
- 14.1.3** Authorize the Director of Food Services to Award Request for Proposal (RFP) Agreement for the 2018-2019 School Year Super Co-Op Product Distribution (Separate Cover Item) **151**
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
- 14.1.4** Acknowledge Receipt of Administrative Regulation 1330.1 Community Rental of School District Facilities (Second Reading, Intent to Adopt) (Separate Cover Item) **152**
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
- 14.1.5** Approve and Appoint the Selected Applicants for Specified Terms on the Measure B Bond Oversight Committee **153-154**
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
- 14.1.6** Approve Resolution No. 17-34 Authorizing the Governing Board to Delegate Powers to the Associate Superintendent for Business Services **155-157**
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__

14.2 Educational Services:

- 14.2.1** Acknowledge Revisions to Administrative Regulation 6158(e) Independent Study/Individualized Arrangement (Second Reading) **158-170**
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
- 14.2.2** Adopt Resolution No. 17-30 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for the 2018-2019 School Year and to Authorize Designated Personnel to Sign Contract Documents **171-187**
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
- 14.2.3** Adopt Revisions to Board Policies and Acknowledge Administrative Regulations (Second Reading) (Separate Cover Items) **188-189**
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
- 14.2.4** Adopt 2018-2019 High School (9-12) Student Handbook (Separate Cover Item) **190**
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
- 14.2.5** Adopt 2018-2019 Elementary/Middle School Student Handbooks (Separate Cover Item) **191**
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
- 14.2.6** Approve Appointment of Parent Representatives to San Joaquin Special Education Local Plan Area Community Advisory Committee **192-194**
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__

14.3 Human Resources:

- 14.3.1** Adopt Resolution 17-33, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds **195-196**
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
- 14.3.2** Approve Revised Days of Service for Assistant Principal K-5 **197-199**
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 August 14, 2018
 - 17.2 August 28, 2018
 - 17.3 September 11, 2018
 - 17.4 September 25, 2018
 - 17.5 October 9, 2018
 - 17.6 October 23, 2018
 - 17.7 November 13, 2018
18. **Upcoming Events:**

18.1	August 6, 2018	First Day of School 2018-19
18.2	September 3, 2018	Labor Day, No School
18.3	October 22, 2018	Parent/Teacher Conferences. No School
18.4	November 12, 2018	Veteran's Day, No School

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, June 12, 2018**

- 6:00 PM:** 1-3. President Silva called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: D. Arriola (absent in closed session), J. Costa, S. Gilbert, W. Gouveia, T. Guzman, G. Silva, J. Vaughn
Staff: B. Stephens (absent), S. Harrison, T. Jalique, C. Goodall, B. Etcheverry
- 7:08 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 Report Out of Action Taken on Approve Settlement Agreement and Release for Special Education Services
Action: Approved. **Vote:** Yes-6; No-0; Absent-1(Arriola)
6b Action Taken on Findings of Fact #17-18/#96, 97, 98, 99
Action: Guzman, Vaughn. **Vote:** Yes-6; No-0; Abstain-1(Arriola)
6c Report Out of Action Taken on Application for Reinstatement #17-18/#33, 34, 35, 36, 37, 38
Action: Approved. **Vote:** Yes-6; No-0; Absent-1(Arriola).
- Minutes:** 7. **Approve Regular Minutes of May 22, 2018**
Action: Gouveia, Costa. **Vote:** Yes-7; No-0.
- Employees Present:** A. Gossett, R. Call, L. Nelson, C. Woo, J. Stocking, G. Henderson, J. Nott, M. Beattie, T. Serrano-Quijada, K. Felisberto, A. Plank, E. Smith, P. Keeney
- Press:** None.
- Visitors Present:** THS Softball team M. Carlson, B. Pekari, J. Piazza, O. Smith
- Student Rep Reports:** None.
- Recognition & Presentations:** 9.1 Recognize and Congratulate the Tracy High School Girls' Softball Team for Winning the 2018 CIF Sac-Joaquin Section Division I Softball Championship
- Associate Superintendent of Educational Services, Dr. Sheila Harrison, recognized the Tracy High Girls' Varsity Softball team for capturing the CIF Sac Joaquin Section Division I title for the 2018 season along with their coaches, Paulette Keeney and Ed Smith. The team was 15-0 in league play for the season. This is the first ever section title in the 43 years of Tracy High School softball. Dr. Harrison and Ms. Jalique passed out certificates.

**Information &
Discussion Items:**

10.1 Administrative & Business Services:

10.1.1 Receive Report on the 2018-2019 Annual School District Budget & the 2018-19 Annual Revision to the 2017-2020 LCAP (Separate Cover Item)

Director of Alternative Programs, Julie Stocking, presented a power point which reviewed the purpose of the LCAP and its requirements and goals. They have developed a comprehensive plan specific to our district which will focus on students' needs by looking at data and on preparing a well-rounded student for college and career. She reviewed the planned actions and services for 2017-2010. The next step will be to present the completed LCAP and budget to the June 26th board meeting and then send the approved documents to the San Joaquin County Office of Education by July 1, 2018.

Associate Superintendent of Business Services, Dr. Casey Goodall presented a power point which reviewed the seven steps to understanding a budget. This is a balanced budget and the finance department is still working on the 3-year budget which they will present at the next board meeting. They have met the proportionality requirement and believes the funding is adequate so that we may not have to have budget cuts over the next 2 years or so. The increase to STRS and PERS will be an additional cost of \$1.8 million which we hope to absorb in our expenditures. As in the past, the governor expects more difficult financial times in the future. The LCFF is now fully funded and significant increases to revenue are not likely in future years. Pension and other inflationary costs will continue to increase faster than increases to revenues. The budget will be brought to the next meeting for approval.

**Hearing of
Delegations**

11. None.

Public Hearing:

12.1 Administrative & Business Services:

12.1.1 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP) and Associated Expenditures

Opened public hearing at 8:32 p.m.
No comments were received
Closed public hearing at 8:33 p.m.

12.1.2 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed 2018-19 School District Budget

Opened public hearing at 8:33 p.m.
No comments were received.
Closed public hearing at 8:34 p.m.

Consent Items:

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

Action: Approve all Consents with #13.1.2(Item I) and #13.3.2 as amended. Vaughn, Costa. **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** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.3** Accept the Parent Organization/Booster Club Applications Submitted for the 2018/19 School Year
- 13.1.4** Approve 2018-2019 Designation of CIF Representatives to League
- 13.1.5** Approve Accounts Payable Warrants (April-May, 2018)
(Separate Cover Item)
- 13.1.6** Approve Payroll Reports (April-May, 2018)
- 13.1.7** Approve Revolving Cash Fund Reports (April-May, 2018)
- 13.1.8** Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

13.2 Educational Services:

- 13.2.1** Approve the Advancement Via Individual Determination (AVID), Implementation Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, Poet-Christian School, and Williams Middle School for the 2018-19 School Year
(Separate Cover Item)
- 13.2.2** Approve the Spring 2018 Consolidated Application for the Tracy Unified School District
- 13.2.3** Approve Agreement for Special Contract Services with Give Every Child A Chance to Provide Afterschool Tutoring at Wanda Hirsch Elementary School for the 2018-2019 School Year
- 13.2.4** Approve Agreement for Special Contract Services with Give Every Child A Chance to Provide After School Tutoring to Students at Jacobson Elementary and Poet-Christian Schools for the 2018-2019 School Year
- 13.2.5** Approve Agreement with Hobsons Education Advances to Provide the Naviance Platform to West High School for the 2018 – 2019 School Year
- 13.2.6** Approve all Out of State, Overnight, and Out of District Travel for Tracy High AG/FFA Teachers and Students for the 2018-2019 School Year
- 13.2.7** Approve Out of State Travel for Tracy High School Science Teacher, Erin McKay, to attend a Gene Editing and Human Flourishing Workshop at the Hastings Center in Garrison, NY on August 2-3, 2018
- 13.2.8** Approve Overnight Travel for the 2018-2019 West High School

- Yearbook Staff to Attend Yearbook Camp at University of the Pacific in Stockton, CA on July 17-20, 2018
- 13.2.9 Approve Agreement for Special Contract Services with Valley Community Counseling for Licensed Marriage and Family Therapist Services for the 2018-2019 School Year
 - 13.2.10 Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Counseling to Students at South/West Park School for the 2018-2019 School Year
 - 13.2.11 Approve Agreement for Special Contract Services with AccuTrain Corporation to Provide Professional Development on Responsibility Centered Discipline to Administrators, Teachers and Classified Staff at South/West Park School for the 2018-2019 School Year
 - 13.2.12 Approve Agreement for Special Contract Services with the Boys & Girls Clubs of Tracy to provide After School Services (iREAD! - Additional Time for EL's and SES students) and Structured Activities during Lunch Recess at South/West Park School during the 2018-2019 School Year
 - 13.2.13 Approve Agreement for Special Contract Services with Haynes Family of Programs, S.T.A.R. Academy for Compensatory Education of Academic Tutoring for the 2018-2019 School Year
 - 13.2.14 Approve Agreement for Special Contract Services with Haynes Family of Programs, S.T.A.R. Academy for Compensatory Education of Academic Tutoring for the 2018-2019 School Year
 - 13.2.15 Approve Agreement for Special Contract Services with Haynes Family of Programs, S.T.A.R. Academy for Compensatory Services for the 2018-2019 School Year
 - 13.2.16 Approve Out of State Travel for Core Leadership Team Teachers and Project Director of the NGSS Early Implementation Initiative Grant to Attend the National Science Teachers Association Science Education Conference in Reno, Nevada on October 11-13, 2018
 - 13.2.17 Approve Overnight Travel for the Kimball High School (KHS) Yearbook Design Students to Attend the Bay Area Yearbook Seminar at University of California, Santa Cruz, CA on June 26-28, 2018
 - 13.2.18 Approve Overnight Travel for the Tracy High School Yearbook Design Students to Attend the California Yearbook Academy at Cal State East Bay in Hayward, CA on July 16-19, 2018
 - 13.2.19 Approve School Site Single Plans for Student Achievement and Site Budgets for the 2018/2019 School Year (Separate Cover Item)
 - 13.2.20 Approve Contract with The Speech Pathology Group, Inc. for the 2018-2019 School Year
 - 13.2.21 Approve Agreement for Special Contract Services with James Bylund to Provide an Independent Educational Evaluation/Psycho-Educational Assessment for the 2018-2019 School Year
 - 13.2.22 Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Summer Program Services at Monte Vista Middle School, North School, McKinley School and Villalovoz School in July 2018
 - 13.2.23 Approve Agreement for Special Contract Services with Elizabeth (Lisa) Danielson, Danielson Educational Consulting to Provide Professional Development to Site-Based Science Teacher Leaders for the 2018-2019

- School Year
- 13.2.24** Approve Agreement for Special Contract Services and Service Agreement with One Day At A Time (ODAT) to Provide Services to Staff and Students at West High School for the 2018-2019 School Year
 - 13.2.25** Approve Agreement for Special Contract Services with Karen McCrary, MFTI to Provide Anger Management Classes to District Students during the 2018-2019 School Year
 - 13.2.26** Approve Agreement for Special Contract Services with Karen McCrary, MFTI to Provide Mental Health Services to Four School Sites for the 2018-2019 School Year
 - 13.2.27** Approve Memorandum of Understanding (MOU) between San Joaquin County Office of Education (Math Department) and Villalovoz Elementary School to Provide Professional Development in California's Common Core Standards (CCSS) for Mathematics for the 2018-2019 School Year
 - 13.2.28** Approve Agreement for Special Contract Services with Therapeutic Pathways, Inc. for Consultation Services for the 2018-2019 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
 - 13.3.3** Receive Peer Assistance and Review Annual Report for the 2017-2018 School Year (Report)

Associate Superintendent, Tammy Jalique, reviewed a power point on Peer Assistance and Review (PAR) for veteran teachers. PAR is a committee with joint oversight through TEA and TUSD. It is mandatory for those who have received an unsatisfactory rating and voluntarily for those who request the support. The standard duration is 18 months. This year, there are 3 mandatory participants and 4 voluntary participants. Director of Staff Development, Melissa Beattie, spoke about the support provided to our consulting teachers. There is a 2-day Mentoring Matters training and 6 consulting teachers coaching workshops which are 2 hours each. She also reviewed the survey data.

Action Items:

- 14.1 Administrative & Business Services:**
- 14.1.1** Acknowledge Receipt of Administrative Regulation 1330.1 Community Rental of School District Facilities (First Reading)
(Separate Cover Item)
Action: Guzman, Gouveia. **Vote:** Yes-7; No-0.
 - 14.1.2** Adopt Resolution # 17-32, Authorizing and Defining Names to Sign Orders on School District Funds
Action: Arriola, Vaughn. **Vote:** Yes-7; No-0.
 - 14.1.3** Approve the Award of Request for Proposal (RFP) for Non-Commodity Food and Non-Food Items
(Separate Cover Item)
Action: Gouveia, Guzman. **Vote:** Yes-7; No-0.
 - 14.1.4** Approve the Award of Request for Proposal (RFP) for Tree Services
Action: Costa, Vaughn. **Vote:** Yes-7; No-0.

14.2 Educational Services:

14.2.1 Adopt Revisions to Board Policy 6146.1 High School Graduation Requirements/Standards of Proficiency (Second Reading)

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

14.2.2 Acknowledge Revisions to Administrative Regulation 6158(e) Independent Study/Individualized Arrangement (First Reading)

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

14.2.3 Adopt Revisions to Board Policies and Acknowledge Administrative Regulations (First Reading)

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

14.3 Human Resources:

14.3.1 Approve School Psychology and School Counseling Fieldwork Agreement with Brandman University

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

14.3.2 Approve School Psychology and School Counseling Internship Agreement with Brandman University

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

14.3.3 Approve Teacher Internship Agreement with Brandman University

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

14.3.4 Approve Declaration for three Provisional Internship Permits

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

14.3.5 Approve Revised Job Description for Director of Professional Learning and Curriculum

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

14.3.6 Approve New Job Description for Assistant Principal of Alternative Schools

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

Board Reports:

Trustee Costa enjoyed giving out diplomas at West High. This year many of the students were thanking her when they received their diplomas. Trustee Vaughn thanked Ms. Stocking and Dr. Goodall for their presentations and Ms. Jalique on the PAR report. They were great presentations and he learned a lot about the upcoming budget year. He enjoys seeing collaboration taking place and meeting the needs of our students and families. Kimball High's graduation was good and was he was honored to present his oldest son with his diploma as well as some of his friends. He attended the Tracy African American Association's Juneteenth celebration and they presented 9 students with scholarships. He thanked Mr. Pecot and the Kimball High staff for treating his family with respect during graduation. It was very nice. Trustee Gouveia attended several ceremonies. He noted that the graduation rates are high. He appreciates the advancement of our students. The annual Portuguese festival at the Portuguese Hall was held last week. Everyone is always invited to attend. Trustee Guzman attended the Tracy High graduation and enjoyed it. He also was at the promotions for Monte Vista and North. It was nice to see so many people with various backgrounds celebrating. He also congratulated the Tracy High softball team on their CIF championship and to West High track for their medals at state. He thanked the board for approving item 13.2.2 even though we did not get the grant for the Boys and Girls Club, we will use funds to help the program for July. Trustee Arriola apologized for being late

to the meeting but he just got back from vacation. He attended the Tracy High graduation and it was a nice ceremony. Trustee Gilbert attended the West High graduation. Former principal, Troy Brown, also attended and received a great applause from the audience. Trustee Silva thanked Casey and Julie for the work on the LCAP preparation and all of the school site plans which was a tremendous amount of work to prepare. He did some research on the Boys and Girls Club grant funding and found that out of 58 counties only 18 received the grant. There was no one in San Joaquin County who received it. He was amazed that 46% of it went to LA County. He attended the Kimball High graduation and was able to see a good friend's son graduate. He gave kudos to Mr. Pecot. He did a great job. He also attended several promotions. The level of diversity in our district is incredible. There were people from several different cultures, ethnicities, and backgrounds. He congratulated all of the graduates and wishes them success and a great summer.

**Superintendent
Report:**

Associate Superintendent of Educational Services, Dr. Sheila Harrison, commented that summer school is up and running. We have Pre-K through Adult School programs and they are going very well. She attended several graduation and promotion ceremonies. She was the speaker at Tracy High's graduation and felt proud to watch our students behaving well and enjoying the moment. She wishes everyone a happy summer.

Adjourn: 9:16 pm

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: June 13, 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
JUNE 26, 2018
SUMMARY OF SERVICES

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- | | | |
|----|------------------|--|
| A. | Vendor: | Continuing Development Incorporated (CDI) |
| | Site: | Freiler, Hirsch, Jacobson, Kelly, South/West Park, and Villalovoz |
| | Item: | Five (5) Year Agreement (Expires June 30, 2020) |
| | Services: | License to use seven modular structures on District property. The buildings will be used to provide child care services Monday through Friday, year round, with occasional evening/weekend use for program-related purposes. |
| | Cost: | N/A |
| | Project Funding: | \$600.00/Quarterly payments to TUSD for each site at a total of \$16,800.00. Monthly reimbursement for associated utility costs. |
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- | | | |
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| B. | Vendor: | Sierra Building Systems, Inc. |
| | Site: | Tracy Unified School District |
| | Item: | Proposal |
| | Services: | Per the National Fire Alarm and Signaling Code, NFPA 72, Sierra Building Systems will perform testing, inspection, and deficiency repairs to the fire alarm panels district wide. |
| | Cost: | \$55,228.00 for Inspections, not to exceed \$115,228.00. |
| | Project Funding: | Environmental Compliance |
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- | | | |
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| C. | Vendor: | Assad Insurance Agency, Inc. |
| | Site: | Tracy Unified School District |
| | Item: | Property and Liability Insurance Renewal for the 18/19 Fiscal Year |
| | Services: | Property and Liability: Premises and vehicles, crime/employee dishonesty, electronic data processing/equipment breakdown, excess liability, cyber liability, claims administration, NorCal Relief safety inspections, property appraisals. |
| | Cost: | \$869,775.00 |
| | Project Funding: | Risk Management/Insurance |
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|----|------------------|---|
| D. | Vendor: | Hazard Management Services, Inc. |
| | Site: | District-wide |
| | Item: | Quote |
| | Services: | Perform the triennial Asbestos Hazard Emergency Response Act (AHERA) mandated inspections. Air quality testing and polarized light microscopy analysis of potential asbestos containing materials. Asbestos abatement projects as identified throughout the year. |
| | Cost: | \$16,640.00 for Inspections, not to exceed \$20,000.00. |
| | Project Funding: | Environmental Compliance |
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- | | | |
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| E. | Vendor: | Ingenium |
| | Site: | District-wide |
| | Item: | Open Purchase Order |
| | Services: | Packaging, transporting, and disposal of hazardous and universal waste as required by the Department of Toxic and Substance Control and San Joaquin County Environmental Health. |
| | Cost: | \$25,000.00 |
| | Project Funding: | Environmental Compliance |
-

F. Vendor: McCormick and Barstow, LLP
Site: District-wide
Item: Service Agreement
Services: Legal services for liability claims and litigation.
Cost: \$200.00/hr. as negotiated by the Northern California Relief Executive Committee.
Project Funding: Risk Management/Legal Services

G. Vendor: Leone and Alberts, LLP
Site: District-wide
Item: Service Agreement
Services: Legal services for liability claims and litigation.
Cost: \$200.00/hr. as negotiated by the Northern California Relief Executive Committee.
Project Funding: Risk Management/Legal Services

H. Vendor: San Joaquin County Office of Education
Site: District-wide
Item: Three (3) Year Agreement (Expires June 30, 2019)
Services: SJCOE will provide participating Districts explosive detection canine services through Kontraband Interdiction & Detection Services (KIDS) for a combined total of 100 hours per fiscal year.
Cost: Cost is based on District participation, <\$3,000.00. Additional fees are accrued in the event the participating Districts cumulative service hours exceed 100 hours per fiscal year at a rate of \$300.00 for the first hour of each call and \$100.00 per hour thereafter.
Project Funding: General Fund

I. Vendor: Special Project for Utility Rate Reduction (SPURR)
Site: District-wide
Item: Five (5) Year Agreement (Expires June 30, 2020)
Services: SPURR is a California joint powers authority that operates an aggregated natural gas acquisition program for public K-12 school districts.
Cost: \$220,000.00
Project Funding: General Fund

J. Vendor: Alegre Home Care/Alegre Staffing
Site: District-wide
Item: Contract
Services: Perform catheterizations, manage diabetics, provide 1-on-1 LVN/RN services, and perform other nursing duties as required.
Cost: Rates are as follows: \$45.00/hr. for LVN 1, \$52.00/hr. for LVN 2, \$58.00/hr. for an RN and \$63.00/hr. for an RN/BSN. The on call supervisor will be billed at a flat rate of \$365.00/week. Not to exceed \$650,000.00.
Project Funding: Health Services

K. Vendor: McArthur & Levin, LLP
Site: District-wide
Item: Attorney-Client Fee Contract
Services: Legal Services for Special Education matters under state and federal law.
Cost: \$225.00/hr. (partner attorneys), \$200.00/hr. (associate attorneys).
Project Funding: Risk Management/Legal Services

L. Vendor: Synovia Solutions
Site: District Service Center - Transportation
Item: Five (5) Year Public Education Agreement (Expires July, 2023) - Ratify
Services: Software licensing for GPS bus tracking and Child Safety Check System as required by SB1072.
Cost: \$33,696.00 annually, beginning 7/2019 (first year free)
Project Funding: General Fund/Transportation

M. Vendor: Heartworks Preschool
Site: Hirsch and McKinley Elementary Schools
Item: Memorandum of Understanding
Services: Heartworks and TUSD teachers will work in collaboration to plan and implement the Side-By-Side special education preschool program.
Cost: No Cost to the District
Project Funding: N/A

N. Vendor: Quali-Con Inspections, LLC
Site: Jacobson Elementary School – Fire Alarm System Upgrade
Item: Agreement - Ratify
Services: DSA Inspection services during the removal of the current fire alarm devices and installation of the new fire alarm system throughout the campus.
Cost: 40 Hours, Estimated/\$75.00 per hour
Project Funding: Unrestricted General Fund/Deferred Maintenance

O. Vendor: Quali-Con Inspections, LLC
Site: Poet-Christian School – Low Voltage System Upgrade
Item: Agreement - Ratify
Services: DSA Inspection services during the removal of current devices and installation of new clocks, speakers, PA bells, intrusion alarm system and fire alarm system throughout the campus.
Cost: 40 Hours, Estimated/\$75.00 per hour
Project Funding: Unrestricted General Fund/Deferred Maintenance

P. Vendor: RGM & Associates
Site: Poet-Christian School – Prop 39 HVAC/Lighting Retrofit
Item: Exhibit E - Ratify
Services: Construction management services with regard to the Proposition 39 Energy HVAC and Lighting Retrofit project throughout the campus.
Cost: \$4,800.00 Not to Exceed
Project Funding: Unrestricted General Fund/Deferred Maintenance/Prop 39 Energy Fund

Q. Vendor: Harold W. Thompson, Inc.
Site: South/West Park Elementary School
Item: Change Order #1 - Ratify
Services: Contractor to furnish and install ¼ inch engineered underlayment in the linoleum areas only.
Cost: \$13,800.00
Project Funding: Unrestricted General Fund/Deferred Maintenance

R. Vendor: Souto Brothers Landscaping & Concrete Construction
Site: Various School Sites - 2018 Concrete Improvements
Item: Change Order #1
Services: Contractor to install dowels and epoxy at Freiler School, Tracy High School and West High School. Contractor to remove one (1) large tree in the kindergarten play area; this includes grinding stump and surface roots and off-hauling tree limbs, stalk and grindings.
Cost: \$9,900.00
Project Funding: Unrestricted General Fund/Deferred Maintenance

S. Vendor: Hampton Inspection Services
Site: Monte Vista Middle School – Boys and Girls Club
Item: Proposal - Ratify
Services: DSA inspection services during the construction of the shade structure and green space at the Boys and Girls Club location.
Cost: 110 Hours, Estimated/\$75.00 per hour
Project Funding: Unrestricted General Fund to be reimbursed by Boys and Girls Club

T. Vendor: Law Office of Young, Minney & Corr, LLP
Site: District-wide
Item: Agreement
Services: Legal services related to charter school law.
Cost: \$245.00/Associates (increase of \$10.00/hr.), \$285.00/Partners (increase of \$10.00/hr.)
Project Funding: Risk Management/Legal Services

U. Vendor: Child Abuse Prevention Council Head Start Program
Site: Villalovo Elementary School
Item: Contract
Services: CAPC Head Start will host a Head Start Preschool Program for 17 students.
Cost: N/A
Project Funding: Head Start

V. Vendor: San Joaquin County Office of Education
Site: George Kelly School, Art Freiler School, Monte Vista Middle School and Poet Christian School
Item: Agreement
Services: The 2018-2019 San Joaquin Outdoor Education Program (Science Camp) includes 5 days/4 nights lodging, 12 meals, program supplies, trained naturalists and transportation.
Cost: \$325.00 per student
Project Funding: School Fundraising

W. Vendor: RGM & Associates
Site: Kimball High School
Item: Exhibit E - Ratify
Services: Construction/Project Management Services pertaining to the Kimball Stadium Field project.
Cost: \$25,000.00
Project Funding: Unrestricted General Fund



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: May 16, 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 School:

1. Tracy Unified School District/Freiler School: From the Freiler Staff Parent Association (FSPA) for the total amount of \$629.78 (ck. #5155 - \$90.00, ck. #5156 - \$139.78, ck. #3036 - \$400.00). These donations will go towards fifth grade science camp and teacher supplies.
2. Tracy Unified School District/Freiler School: From Lifetouch for the amount of \$527.00 (ck. #3235406). This donation will benefit the staff and students of Freiler School.

Kimball High School:

1. Tracy Unified School District/Kimball High School: From Sandra Benevento for the amount of \$5,000.00 (ck. #1700). This donation will go towards the Anthony D'Souza Scholarship Fund for the 2018/2019 school year.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From the Grand Foundation for the amount of \$740.45 (ck. #443). This donation stems from Karen Rickman's participation in the Tracy Dancing with the Stars event. Mrs. Rickman selected West High School and Tracy High School's Future Farmers of America Program (FFA) as her charity. The proceeds will support the FFA student program.
2. Tracy Unified School District/Tracy High School: From DN & MG Icardi for the amount of \$750.00 (ck. #1876). This donation is a contribution to the Icardi Memorial Scholarship for the 2017/2018 school year.
3. Tracy Unified School District/Tracy High: From David Icardi for the amount of \$500.00 (ck. #3626). This donation is a contribution to the Icardi Memorial Scholarship for the 2017/2018 school year.

West High School:

4. Tracy Unified School District/West High School: From the Grand Foundation for the amount of \$740.45 (ck. #443). This donation stems from Karen Rickman's participation in the Tracy Dancing with the Stars event. Mrs. Rickman selected West High School and Tracy High School's Future Farmers of America Program (FFA) as her charity. The proceeds will support the FFA student program.

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: June 13, 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
JUNE 26, 2018
SUMMARY OF SERVICES**

A. Vendor: Materials Testing Consultants
Site: Central School Renovation
Item: Proposal - Ratify
Services: Construction materials engineering and special inspection services for the new shade structure being placed on campus.
Cost: \$2,500.00 Estimated
Project Funding: Measure B Bond Fund and State School Building Fund (SSBF)

B. Vendor: ACME Construction
Site: Central School Renovation
Item: Change Order #4 - Ratify
Services: Scope of work documented on the change order summary.
Cost: \$73,116.00 Deduction from contingency allowance previously included in contract.
Project Funding: Measure B Bond Fund and SSBF

C. Vendor: Clark & Sullivan Construction and Broward Builders, Inc. a Joint Venture
Site: Clover School (TLC) Renovation
Item: Change Order #7 - Ratify
Services: Scope of work documented on the change order summary.
Cost: \$64,341.00 Deduction from contingency allowance previously included in contract.
Project Funding: Measure B Bond Fund, SSBF, Charter School Facilities Program and Prop. 39 Energy Funding

D. Vendor: North Tower Environmental
Site: Clover School (TLC) Renovation
Item: Purchase Order Increase - Ratify
Services: Additional air monitoring and observation for hazardous material abatement.
Cost: 40,775.00
Project Funding: Measure B Bond Fund, SSBF, Charter School Facilities Program and Prop. 39 Energy Funding



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: June 20, 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:

1. Tracy High Volleyball Booster Club

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 15, 2018
SUBJECT: **Approve Agreement for Special Contract Services with Mattie Spires, MFTI, to Provide Mental Health Services to Williams Middle School for One Additional Day of Service for the 2018-2019 School Year**

BACKGROUND: Williams Middle School would like to add an additional day of mental health services using site title one funds. Tracy Unified School District (TUSD) already provides two days of mental health services, using District LCAP dollars. TUSD provides mental health services to students whose emotional state is posing as a barrier to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary and needed for students with a clinical diagnosis for a mental health disorder, for students undergoing a crisis and/or for those who have unresolved emotional issues affecting their ability to learn.

RATIONALE: Social and Emotional interventions are a part of the multi-tiered system of support that the District uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance, or behavioral standards within the school setting. The District has benefitted greatly from having Behavioral Health Clinicians on its school campuses, and relies on this service to aid in supporting its students. TUSD will contract with Mattie Spires, MFTI, to provide targeted and intensive behavioral health interventions at Williams Middle School, using site Title I funds. This effort supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost to have Mattie Spires provide Mental Health services for one additional day of service will not exceed \$12,240.00 for services and \$806.00 for out-of-pocket expenses incurred during the contractor's performance of services. This funding will be paid for with Site Title I funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Mattie Spires, MFTI, to Provide Mental Health Services to Williams Middle School for One Additional Day of Service 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 Mattie Spires, MFTI, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide Mental Health Services to Williams Middle School
during the 2018-19 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 204 () ☒ HOURS | ☐ DAYS, under the terms of this agreement at the following location Williams 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 \$60.00 per ☒ HOUR | ☐ DAY | ☐ FLAT RATE, not to exceed a total of \$\$12,240. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District ☒ SHALL | ☐ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$806.00 for the term of this agreement.
- c. District shall make payment on a ☒ MONTHLY PROGRESS BASIS | ☐ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 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:

Matthe Spuh AMFT
Contractor Signature Title

IRS Identification Number
AMFT
Title

175 Loma Prieta Grade
Address
Tracy CA 95376

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 8, 2018
SUBJECT: **Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to West High School for the 2018-2019 School Year**

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

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

FUNDING: The total cost for Valley Community Counseling Services will not exceed \$37,600.00. District LCAP funds will pay the expenditures for the services of this contract.

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to West High School 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 Valley Community Counseling Services, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: _____
Provide the following Mental Health services to West High School: 748 hours @\$50/hr, using a Master's level Intern in Social Work, Marriage Family Therapy, Marriage Family Clinical Counseling, or Clinical Psychology.
- Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 748 () ☒ HOURS | | DAYS, under the terms of this agreement at the following location West High School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 50 per ☒ HOUR | | DAY | | FLAT RATE, not to exceed a total of \$ 37,600. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District | | SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
 - c. District shall make payment on a ☒ MONTHLY PROGRESS BASIS | | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 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:

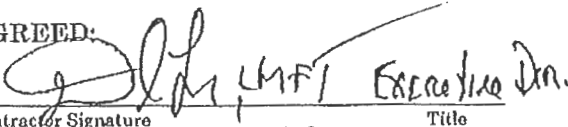
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm 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.

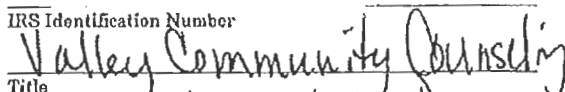
10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither 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 Title

Tracy Unified School District

IRS Identification Number


Title
6907 Embarcadero Dr
Address
Stockton CA
95219

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Sheila Harrison, Associate Superintendent of Educational Services
FROM: Mayte Ramirez, Principal, North School
DATE: June 4, 2018
SUBJECT: **Approve Agreement for Special Contract Services with the Boys & Girls Clubs of Tracy to Provide Services at North School for the 2018/2019 School Year**

BACKGROUND: The Boys & Girl Club of Tracy has been providing after school services in the community at school sites for over 20 years. North Side Tracy is identified as an area of need due to juvenile activities associated with unauthorized groups. North School was awarded After School Education and Safety (ASES) and 21st Century Community Learning Centers (CCLC) grants. For the last 7 years, the Boys & Girls Club of Tracy has been operating an after school program at North School. Due to the success of the program, North School staff wishes to continue to work with the Boys & Girls Clubs of Tracy at North School as they can provide after school services the regular school program cannot.

RATIONALE: Students and parents have made it clear that making after school activities at North School is of great value. We must first provide a safe environment where students can learn, so that they can discover and develop their full potential. The Boys and Girls Club of Tracy provides after school activities such as organized sports and giving students positive experiences. The North School partnership with the Boys & Girls Club of Tracy provides vital opportunities and services for students. This supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Not to exceed \$9,000.00. Paid from onetime Title 1 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with the Boys and Girls Club of Tracy to Provide Services at North School for the 2018/2019 School Year.

Prepared by: Mayte Ramirez, Principal, North 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 Boys & Girls Club of Tracy, 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: Youth Development Professional Assistant - assisting with daily program in the areas of Healthy Life Style programming, Character and Citizenship, Academics Success and Enrichment programs

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 5 days/weeks () [] HOURS [✓] DAYS, under the terms of this agreement at the following location North School.

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

- a. District shall pay \$ 9,000.00 per [] HOUR [] DAY [✓] FLAT RATE, not to exceed a total of \$ 9,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [✓] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ n/a 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 August 6, 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, Mayte Ramirez, at () 830-3350 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ **WILL** ☐ **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:


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

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

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

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

AGREED:


Contractor Signature Title

Tracy Unified School District

IRS Identification Number

Executive Director

Title

753 W. Lowell Ave

Address

Tracy, CA 95376

Date

01-3010-0-1110-1000-5800-340-3002

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: June 14, 2018
SUBJECT: **Approve Agreement for Special Contract for Services with Community Medical Centers to provide Mental Health Services to Kimball High, Tracy High, Williams and Freiler School during the 2018-19 School Year**

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

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

FUNDING: The total cost for Community Medical Centers will not exceed \$105,840.00. This funding will be paid with District LCAP funds.

RECOMMENDATION: Approve Agreement for Special Contract for Services with Community Medical Centers to provide Mental Health Services to Kimball High, Tracy High, Williams and Freiler School 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," Community Medical Centers, Inc. hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide Mental Health services ("Services"), including but not limited to **assessment, diagnosis, and treatment of mental health disorders. Vendor may also provide counseling services to students who do not meet medical necessity for a mental health disorder. Services shall be provided to the** the following sites: Tracy HS, Kimball HS, Freiler Elementary, and Williams Middle. Clinicians shall be registered associates with a BBS in Social Work, Marriage and Family Therapy, Marriage and Family Clinical Counseling, or Clinical Psychology, and Contractor shall provide proof of registration and qualifications in advance of Services being provided.
 - a. Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1), inclusive of subparagraphs and Exhibit "A" ("Scope of Services") attached hereto and incorporated herein by this reference. Contractor represents that it has the qualifications and abilities to perform the Services in a professional manner, without the advice or control of District. Contractor's services will be performed, reports and recommendations prepared in accordance with generally accepted principles and practices of its profession for services to California public school districts.
 - b. As part of its Services, Contractor shall comply with all applicable federal, state, and local laws and regulations.
2. This Agreement and its exhibits, if any, shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.
3. Contractor will provide the above Services(s), as outlined in Paragraph 1, for a period of up to a total of **49** ☒ **HOURS PER WEEK** ☐ **DAYS**, under the terms of this Agreement at the locations identified in Paragraph One of this Agreement.
4. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay **\$60.00** ☒ **HOURLY** ☐ **DAILY** ☐ **FLAT RATE**, not to exceed a total of One Hundred Five Thousand, Eight Hundred Forty Dollars (\$105,840). Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District ☐ **SHALL** ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed **\$0.00** for the term of this agreement.

- c. District shall make payment of all properly invoiced, undisputed amounts for services actually provided on a ☒ **MONTHLY PROGRESS BASIS** ☐ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District.
5. The terms of the agreement shall commence on July 1st, 2018 and shall terminate on June 30th, 2019
6. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested. Notice shall be made to the parties as follows:
- a. Notice to District:
- Tracy Unified School District
1875 W. Lowell Avenue
Tracy, California 95376
ATTN: Superintendent
- b. Notice to Contractor:
- Community Medical Centers, Inc.
7210 Murray Drive
Stockton, CA 95210
ATTN: [Compliance]
7. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
8. Contractor shall contact the District's designee, Molly Long, at (209) 830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
9. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. District shall not control and shall not have any right to control the activities of Contractor in carrying out its Services and shall have no responsibility for Contractor's compliance with federal, state, or local laws or regulations. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. Contractor understands and agrees that it and all of its employees or subcontractors shall not be considered officers, employees, agents, partners, or a joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes on contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees or subcontractors.
- a. Contractor shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. Contractor shall

also be required to provide proof (Certificate of Insurance) of commercial automobile liability, any auto coverage in a minimum amount of one million dollars (\$1,000,000) per accident for bodily injury and property damage. Contractor shall also be required to provide proof of Workman's Compensation coverage with waiver of subrogation. A separate additional insured endorsement shall be provided for all policies to include the District and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by Contractor herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.

- b. Contractor shall be required to provide proof of Professional Malpractice Liability Insurance for Contractor, its officers, agents, employees, and volunteers in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate limit. If Contractor's Professional Malpractice Liability insurance is provided on a claims-made basis, upon the expiration or termination of this Agreement, Contractor shall continuously maintain such insurance or purchase extended reporting period (i.e., "tail") coverage for the longest extended reporting period then available to ensure that insurance coverage in the amounts stated above is maintained for claims that arise from Services provided under this Agreement.
- c. Contractor [☒] WILL [☐] WILL NOT have significant contact with students. Proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation, is also required. Contractor will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the Contractor and/or its employees.

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

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

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

- 10. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.
- 11. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that

neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

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

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

13. To the extent permitted pursuant to federal, state, and local laws and regulations, District shall become the owner of, and entitled to, access to all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause. This clause explicitly exempts any records or documentation that are not considered educational records and instead constitute Protected Health Information as defined under HIPAA, as well as any other state and federal law.
14. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or for the Services performed in connection with this Agreement. District's financial obligations under this Agreement shall be limited to the payment of compensation as provided for herein.
15. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work. Contractor's obligation to comply with applicable federal, state, county and municipal laws, ordinance, regulations, orders and decrees is a non-delegable duty and belongs solely to Contractor.
16. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
17. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this

Exhibit A
Scope of Services

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

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

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:

Christa Nagueras CEO
Community Medical Centers, Inc. Title

TED
IRS Identification Number

Title

7210 Murray Dr.
Address

Stockton, CA 95210

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 4, 2018
SUBJECT: **Approve Agreement for Special Contract Services between Nancy Fetzer and Central Elementary School for the 2018 -2019 School Year**

BACKGROUND: Nancy Fetzer has been providing Central School teachers coaching in building language, reading and writing strategies for the past several years. Teachers learn something new every time they work with her. Through program evaluation and the results of District and State assessments, Central staff has identified the need to work on building a more comprehensive writing program. Staff finds her strategies and recommendations for building literacy and instructional strategies very useful and request that Nancy Fetzer model writing lessons, provide critical feedback on teacher instruction of writing and reading, and continue training on writing for the Common Core State Standards. In addition, she will continue to work with grade level teams to plan and sequence their writing and reading curriculum incorporating the Common Core State Standards for the year.

RATIONALE: Central students routinely perform below District standards on writing assessments. However, after having Nancy Fetzer work with staff, the writing scores have improved. Nancy Fetzer has presented at statewide conferences and is a highly respected writing coach. Central School staff requests approval to bring this consultant in to work with Central teachers. This in-service 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 #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 expense will not exceed \$10,000. The School Site Title 1 funds shall pay \$10,000.00 for the expenditures of this contract.

RECOMMENDATION: Approve Agreement for Special Contract Services between Nancy Fetzer and Central Elementary School for the 2018 -2019 School Year.

Prepared by: Nancy Morgan Link, Principal, Central Elementary 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 Nancy Fetzter Literacy Connections, Inc., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: _____

Provide ongoing Staff Development in reading and writing to improve practices and thus increasing student achievement.

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 5 () | **HOURS** | ☒ **DAYS**, under the terms of this agreement at the following location Central School.

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

- a. District shall pay \$ 10,000.00 per | **HOUR** | **DAY** | ☒ **FLAT RATE**, not to exceed a total of \$ 10,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | ☐ **SHALL** | ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a | **MONTHLY PROGRESS BASIS** | ☒ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 6, 2018, and shall terminate on October 30, 2018.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Nancy Morgan Link, at (20) 830-3303 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:

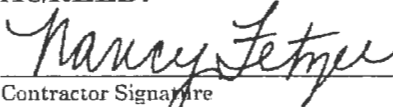
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm 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:

 **Consultant**
Contractor Signature Title

IRS Identification Number

Nancy Fetzer's Literacy Connections, Inc.

Title

4805 5th Street #202

Address

Rainbow, CA 92028

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: June 5, 2018
SUBJECT: Approve Agreement with Hobsons Education Advances to Provide the Naviance Platform to Williams Middle School for the 2018-2019 School Year

BACKGROUND: Hobsons Education Advances will provide tools, automation and streamlined processes that will help Williams Middle School engage students and their families by enhancing communication through the student and parent portal powered by Naviance. This will strengthen the relationship with the Williams Middle School community. This self-paced web enabled college and career readiness curriculum will increase the chances for access by all students and enhance their overall academic experience.

RATIONALE: Naviance will enable Williams Middle School to create personalized success plans for each student. The program will enable students, counselors and teachers to connect college and career planning to individual student goals. The platform allows students to collaborate with educators to: set personal goals and tasks; search colleges and explore careers based on personal skills and interest. Naviance's comprehensive college and career planning solutions will enhance school counselor productivity and track results for school and District administrators. 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.

FUNDING: The total cost for the Naviance Platform will not exceed \$9,855.00. Williams Middle School will use Title I funds to pay for this product.

RECOMMENDATION: Approve Agreement with Hobsons Education Advances to Provide the Naviance Platform to Williams Middle School for the 2018-2019 School Year.

Prepared by: Mr. Miguel Romo, Principal, Williams Middle School



Sales Order Form

50 E Business Way
Suite 300
Cincinnati, OH 45241
www.hobsons.com

Sold To: Earle E. Williams Middle
Name: Miguel Romo
Address: 1600 Tennis Ln, Tracy, CA 95376-5316
Email: mromo@tusd.net
Phone: (209) 830-3345 x6
Naviance ID: 104356uspu

Hobsons Contact:
Name: Dana Nugent
Email: dana.nugent@hobsons.com
Phone: (703) 678-4394

Order Date: April 20, 2018

Valid Until: 7/1/2018
Quote Number: Q240026
Contract Start Date: 7/1/2018
Contract End Date: 6/30/2019
Contract Term (In Months): 12
Currency: USD

Purchase Order:
Payment Term: Net 30

Earle E. Williams Middle					
Product or Service	Quantity	Unit	Start Date	Term (In Months)	Sub-Total
Project Consulting Hours	20	Hours	7/1/2018	12	4,500.00
Naviance for Middle School - District Edition	1,000	Enrollment	7/1/2018	12	2,400.00
Naviance College and Career Readiness Curriculum	1,000	Enrollment	7/1/2018	12	2,400.00
Naviance Course Planner for District	300	Enrollment	7/1/2018	12	330.00
Career Key	1	Sites	7/1/2018	12	225.00

Total Price:	9,855.00
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Notes: (if applicable)	Professional Services must be utilized within twelve (12) months from date of purchase. If the term is longer than twelve (12) months and Professional Services are purchased for additional term years, Professional Services must be used within the term defined.
Comments:	All figures quoted are exclusive of sales tax.

Please complete or update the following information:

Account Contacts	Name	Email Address
Primary	Miguel Romo	mromo@tusd.net
Billing	Miguel Romo	mromo@tusd.net
Payment Method:	Paying by credit or debit card? Credit Card # Card Holder Name: Expiration Date (MM/YY): Billing Zip Code: Security Code: Country:	
CEEB Code:		

Unless separate invoice and payment terms are specified, Hobsons will issue invoices once per year, with the first taking place upon execution of the order form and then annually thereafter throughout the term of the contract.

The services are delivered in accordance with applicable terms that can be found at <https://succeed.naviance.com/auth/signin?tos=1#/tos>. By signing below, you agree to be bound by such terms and that such terms are made a part of this contract.

Please complete the contact and payment information as indicated, then sign below to indicate your acceptance. By signing this contract, you are stating that you are authorized by your institution to make this purchase. If a Purchase Order is required for payment to be issued, please indicate below. If you have selected professional services, travel expenses for on-site professional services will be billed separately following your session(s).

☒ Yes, a Purchase Order is required. It will be sent to Hobsons by JULY 1, 2018.

Upon execution by Authorized Signatory, Client hereby agrees to the Terms of Service which will become effective together with this Order Form as of the Signature Date below.

Signature _____ Printed Name and Position _____ Signature Date _____

Purchase Order & Order Forms:
 Naviance, Inc.
 50 E. Business Way, Suite 300
 Cincinnati, OH 45241

Remit To:
 Naviance, Inc.
 P.O. Box 504571
 St. Louis, MO 63150-4571

IF YOU CHOOSE TO FAX, THEN PLEASE CLICK ON THE 'SIGN ON PAPER' BUTTON FOLLOWED BY 'PRINT AND FAX' BUTTON AND FAX YOUR SIGNED ORDER FORM TO THE NUMBER PROVIDED ON THE COVERPAGE OF THE DOWNLOADED DOCUMENT

Tracy Unified School District - Naviance Pricing

Earle E. Williams Middle School

Software Solutions:

Product	Quantity	Unit	Term (months)	Year 1
Naviance for Middle School	1,000	enrollment	12	\$2,625.00
Course Planner (grade 8 students)	300	enrollment	12	\$330.00
Curriculum	1,000	HS/MS	12	\$2,400.00
Total Software Cost:				\$5,355.00

Professional Services:

Product	Quantity	Unit	Term (months)	Year 1
Project Consulting Hours***	1	20 hours	12	\$4,500.00
***Denotes 1-time startup cost				\$9,855.00



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 12, 2018
SUBJECT: **Approve Memorandum of Understanding with San Joaquin County Office of Education Mathematics Department to Provide Professional Learning to the TK-12 Mathematics Teachers for the 2018-2019 School Year**

BACKGROUND: The San Joaquin County Office of Education (SJCOE) Mathematics department provides professional learning services for teachers, instructional leaders, and administrators. The department's mission is to promote high-quality mathematics instruction in San Joaquin County by providing professional learning in the Common Core State Standards for Mathematics (CCSS-M) in the areas of curriculum, instruction, and assessment. TUSD and SJCOE partner for the purpose of continued development of the skills of TK-12 mathematics teachers. The professional learning trainings, workshops, and lesson studies are intentionally aligned to support improving teacher's skills to increase student's conceptual understanding, critical thinking and reasoning skills in the area of mathematics.

RATIONALE: The San Joaquin County Office of Education (SJCOE) Mathematics department is partnering with the District to continue to provide professional development to mathematics teachers. The SJCOE Math Specialists will provide the following services for the 2018-2019 school year:

- 12 full days of lesson study for all High School Mathematics Algebra I, Geometry, and Algebra II teachers.
- 9 half days of Number Talks trainings for K-5th grade teachers.

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

FUNDING: The total cost for the Professional Development training not to exceed \$16,500 will be paid by District LCAP funds.

RECOMMENDATION: Approve Memorandum of Understanding with San Joaquin County Office of Education Mathematics Department to Provide Professional Learning to the TK-12 Mathematics Teachers for the 2018-2019 School Year.

Prepared by: Melissa Beattie, Director of Staff Development



**Memorandum of Understanding
San Joaquin County Office of Education (SJCOE) and
Tracy Unified School District (TUSD)**



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 22, 2018
SUBJECT: **Approve Agreement for Special Contract Services with the San Joaquin County Office of Education to Support the K-12 Science Teachers in Implementing the Next Generation Science Standards**

BACKGROUND: The San Joaquin County Office of Education (SJCOE) Office of STEM, led by Kirk Brown, has been working with Tracy Unified School District (TUSD) middle and high school science teachers since the 2013-14 school year to build District teacher leadership for implementation of the Next Generation Science Standards (NGSS). This year, TUSD will integrate the SJCOE STEM department's efforts with the Early Implementation Initiative grant sustainability work to expand leadership to each TUSD site with elementary and middle school students and to continue their support of 9-12 science teacher leaders for NGSS implementation. SJCOE STEM services will include leadership and professional learning activities for the middle and high school science committees, District workshops for 6-12 teachers, site-based lesson study for middle school teachers at two sites, and Science Saturday integrated science content and pedagogy study groups for teachers in grades 3-6.

RATIONALE: The NGSS reflect major advances that have taken place in science and in our understanding of how students learn science effectively. They are high quality, college- and career-ready standards that require new content materials and new pedagogical practices to implement. The SJCOE Office of STEM will work with science teachers in grades 3-12 to support the expansion of site-based leadership teams who lead NGSS implementation of these high-quality standards. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal 2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost for this training and support is not to exceed \$51,000 and will be paid out of Local Control Funding Formula funds in the Local Control Accountability Plan for the support of professional learning for NGSS implementation.

RECOMMENDATION: Approve Agreement for Special Contract Services with the San Joaquin County Office of Education to Support the K-12 Science Teachers in Implementing the Next Generation Science Standards.

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

Day	Start Date	End Date	Time	District	Location	Grades	Notes	PD Providers	Revenue
Wed	8/1/2018		Full	Tracy	THS	6-12	Buy Back	Bret and Lissa	\$3,000.00
Thu	8/2/2018		Full	Tracy	THS	6-12	In Service	Bret	\$1,500.00
Wed	8/22/2018		Full	Tracy	PCES	6-8	lesson study - PCES Plan	Lissa	\$1,500.00
Sat	8/25/2018		8:00am to 12:00pm	Tracy	IMC	5	lesson study lite planning	Bret	\$750.00
Sat	8/18/2018		8:00am to 12:00pm	Tracy	IMC	3	lesson study lite planning	Lissa	\$750.00
Wed	9/5/2018		8:00am to 3:00pm	Tracy	IMC	9-12	leadership 9-12	Bret	\$1,500.00
Wed	9/5/2018		8:00am to 3:00pm	Tracy	PCES	6-8	lesson study - PCES Teach	Lissa	\$750.00
Thu	9/6/2018		8:00am to 3:00pm	Tracy	IMC	6-8	Leadership 6-8	Lissa	\$1,500.00
Wed	9/12/2018		8:00am to 3:00pm	Tracy	MVMS	6	scope and sequence, 5E	Lissa	\$1,500.00
Thu	9/13/2018		3:30pm to 5:00pm	Tracy	IMC	5	lesson study lite debrief	Bret	\$375.00
Thu	9/13/2018		3:30pm to 5:00pm	Tracy	IMC	3	lesson study lite debrief	Lissa	\$375.00
Thu	9/13/2018		8:00am to 3:00pm	Tracy	MVMS	7-8	scope and sequence, 5E	Lissa	\$1,500.00
Sat	9/15/2018		8:00am to 12:00pm	Tracy	IMC	6	lesson study lite planning	Bret	\$750.00
Sat	9/15/2018		8:00am to 12:00pm	Tracy	IMC	4	lesson study lite planning	Lissa	\$750.00
Mon	9/17/2018		2:00pm to 4:30pm	Tracy	FES	6-8	ERM	Lissa	\$750.00
Thu	9/27/2018		3:30pm to 5:00pm	Tracy	IMC	6	lesson study lite debrief	Bret	\$375.00
Thu	9/27/2018		3:30pm to 5:00pm	Tracy	IMC	4	lesson study lite debrief	Lissa	\$375.00
Tur	10/9/2018		8:00am to 3:00pm	Tracy	IMC	6-8	Leadership 6-8	Lissa	\$1,500.00
Wed	10/10/2018		8:00am to 3:00pm	Tracy	IMC	9-12	leadership 9-12	Bret	\$1,500.00
Wed	10/17/2018		8:00am to 3:00pm	Tracy	PCES	6-8	lesson study - PCES Plan	Lissa	\$1,500.00
Sat	10/27/2018		8:00am to 12:00pm	Tracy	IMC	5	lesson study lite planning	Bret	\$750.00
Sat	10/27/2018		8:00am to 12:00pm	Tracy	IMC	3	lesson study lite planning	Lissa	\$750.00
Tue	10/30/2018		8:00am to 3:00pm	Tracy	PCES	6-8	lesson study - PCES Teach	Lissa	\$750.00
Sat	11/3/2018		8:00am to 12:00pm	Tracy	IMC	6	lesson study lite planning	Bret	\$750.00
Sat	11/3/2018		8:00am to 12:00pm	Tracy	IMC	4	lesson study lite planning	Lissa	\$750.00
Mon	11/5/2018		2:00pm to 4:30pm	Tracy	FES	6-8	ERM	Lissa	\$750.00
Wed	11/7/2018		3:30pm to 5:00pm	Tracy	IMC	5	lesson study lite debrief	Bret	\$375.00
Wed	11/7/2018		3:30pm to 5:00pm	Tracy	IMC	3	lesson study lite debrief	Lissa	\$375.00
Tue	11/13/2018		3:30pm to 5:00pm	Tracy	IMC	6	lesson study lite debrief	Bret	\$375.00
Tue	11/13/2018		3:30pm to 5:00pm	Tracy	IMC	4	lesson study lite debrief	Lissa	\$375.00
Tue	1/8/2019		8:00am to 3:00pm	Tracy	IMC	9-12	leadership 9-12	Bret	\$1,500.00
Wed	1/9/2019		8:00am to 3:00pm	Tracy	IMC	6-8	Leadership 6-8	Lissa	\$1,500.00
Mon	1/14/2019		2:00pm to 4:30pm	Tracy	FES	6-8	ERM	Lissa	\$750.00
Wed	1/16/2019		8:00am to 3:00pm	Tracy	PCES	6-8	lesson study - PCES Plan	Lissa	\$1,500.00
Wed	1/30/2019		8:00am to 3:00pm	Tracy	PCES	6-8	lesson study - PCES Teach	Lissa	\$750.00
Sat	2/2/2019		8:00am to 12:00pm	Tracy	IMC	5	lesson study lite planning	Bret	\$750.00
Sat	2/2/2019		8:00am to 12:00pm	Tracy	IMC	3	lesson study lite planning	Lissa	\$750.00
Wed	2/6/2019		8:00am to 3:00pm	Tracy	MVMS	6th	scope and sequence, 5E	Lissa	\$1,500.00
Thu	2/7/2019		8:00am to 3:00pm	Tracy	MVMS	7-8th	scope and sequence, 5E	Lissa	\$1,500.00
Wed	2/13/2019		3:30pm to 5:00pm	Tracy	IMC	5	lesson study lite debrief	Bret	\$375.00
Wed	2/13/2019		3:30pm to 5:00pm	Tracy	IMC	3	lesson study lite debrief	Lissa	\$375.00
Wed	3/6/2019		8:00am to 3:00pm	Tracy	IMC	6-8	Leadership 6-8	Lissa	\$1,500.00
Thu	3/7/2019		8:00am to 3:00pm	Tracy	IMC	9-12	leadership 9-12	Bret	\$1,500.00
Sat	3/9/2019		8:00am to 12:00pm	Tracy	IMC	6	lesson study lite planning	Bret	\$750.00
Sat	3/9/2019		8:00am to 12:00pm	Tracy	IMC	4	lesson study lite planning	Lissa	\$750.00
Wed	3/13/2019		8:00am to 3:00pm	Tracy	PCES	6-8	lesson study - PCES Plan	Lissa	\$1,500.00
Mon	3/18/2019		2:00pm to 4:30pm	Tracy	FES	6-8	ERM	Lissa	\$750.00

Content-Lesson and LASW

District ERM support

K-8, 9-12 Leadership

PCES or MVMS services

Wed	3/20/2019	3:30pm to 5:00pm	Tracy	IMC	6	lesson study lite debrief	Bret	\$375.00
Wed	3/20/2019	3:30pm to 5:00pm	Tracy	IMC	4	lesson study lite debrief	Lissa	\$375.00
Wed	3/27/2019	8:00am to 3:00pm	Tracy	PCES	6-8	lesson study - PCES Teach	Lissa	\$750.00
Tue	4/16/2019	8:00am to 3:00pm	Tracy	IMC	9-12	leadership 9-12	Bret	\$1,500.00
Wed	4/17/2019	8:00am to 3:00pm	Tracy	IMC	6-8	Leadership 6-8	Lissa	\$1,500.00
Total								\$51,000.00

TOTAL

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: provide professional development services for TK-12 teachers, at district- and site-based events, to support the implementation of 2013 CA (NGSS) Science Standards

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 51 (fifty-one) () [] HOURS [X] DAYS, under the terms of this agreement at the following location (see attachment).

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

- a. District shall pay \$ 51,000.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 51,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [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 July 1, 2018, and shall terminate on April 18, 2019.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Debra Schneider, at (209) 830-3252 x 1353 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide 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:

Kirk Brown

Digitally signed by Kirk Brown
Date: 2018.05.15 10:05:27 -07'00'

Contractor Signature

Title

IRS Identification Number

Director of STEM Programs

Title

2707 Transworld Dr.

Address

Stockton, CA 95206

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: June 26, 2018
SUBJECT: **Approve Agreement for Special Contract Services with Solution Tree Inc. to Provide Professional Development for Teachers at Monte Vista Middle School at the January 25, 2019 Staff Development Buy-back Day**

BACKGROUND: Monte Vista will concentrate efforts to improve Professional Learning Community (PLC) effectiveness. Two teams of teachers will attend two offsite Solution Tree Inc. PLC conferences during the Fall semester. On the January 2019 Staff Development Buy-back Day, Solution Tree Inc. will deliver a full day of on-site professional development for MVMS teachers.

RATIONALE: PLCs are necessary to increase effective collaboration in our school. This request supports District Strategic Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap 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 District shall pay \$8,300.00 for a full day of professional development. The cost of the workshop will be paid out of site Title I Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Solution Tree Inc. to Provide Professional Development for Teachers at Monte Vista Middle School at the January 25, 2019 Staff Development Buy-back Day

Prepared by: Dr. Barbara Silver, Principal, Monte Vista Middle 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 Solution Tree, Inc., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Buy Back Day (Jan 25, 2019) Full day PLC professional development with facilitator Anthony Muhammad
- _____
- _____
- _____

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 one () [] HOURS [X] DAYS, under the terms of this agreement at the following location Monte 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 \$ 8,300 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 8,300. 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 January 25, 2019 @ 3 30pm.
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, Barbara Silver, at (209) 830-3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

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: June 26, 2018
SUBJECT: **Approve Memorandum of Understanding with San Joaquin County Office of Education for the Artist-in-Schools Program at McKinley Elementary School for the 2018-2019 School Year**

BACKGROUND: The Artist-in-Schools Program is provided by the San Joaquin County Office of Education. The program will provide several artists who will work with students, K through grade 5, for four weeks sessions. Students will learn basic art concepts and carry out various art projects.

RATIONALE: During the 2017-2018 school year McKinley was fortunate enough to have the San Joaquin County Office of Education, Artist-in-Schools Program provide students with an opportunity to learn about art in a new way. This program was a wonderful success. Students and teachers were very pleased with not just the art, but with the full lessons presented during the art classes. Many students do not get the opportunity to use art in their homes or to go to museums. Opening student's eyes to art is vital and also increases their use of language in a meaningful context. The instruction builds on verbal skills and increases student's vocabulary. The art process helps to promote skills such as paying attentions to details, critical thinking, reasoning and improving visual and spatial acuity. The art projects are used to enhance writing, reading and project based learning for the Common Core Standards. 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: The contract will not exceed \$3,920.00 to be paid from Title I funds. Site Categorical Funding will pay the expenditures for the services of this MOU.

RECOMMENDATION: Approve Memorandum of Understanding with San Joaquin County Office of Education for the Artist-in-Schools Program at McKinley Elementary School for the 2018-2019 School Year.

Prepared by: Mrs. Carla Washington, Principal, McKinley Elementary School



MEMORANDUM OF UNDERSTANDING
(McKinley/Sonya, David)

ORIGINAL

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

I. CONSULTANT AND/OR SERVICE DEFINED

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

II. TERM OF AGREEMENT

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

Number of classes: (20) Twenty K-5th grade classes 4-week sessions

Staff Contact at site: Diana Silveira 830-3319 dsilveira@tusd.net

Artist Contact: David 642-0863 graphitedad@gmail.com; Sonya 484-4465 sonya.marykav@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, McKinley Elementary will pay SJCOE the sum of \$3,920.00

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

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

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

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

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

V. EXTENSION OF TERM

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

McKinley Elementary
800 W. Carlton Way, Tracy, CA 95376

SANDRA WENDELL, COORDINATOR
ARTISTS-IN-SCHOOLS
03-26-18 Date

Date

CONTRACTING OFFICER Date
SAN JOAQUIN COUNTY OFFICE OF EDUCATION



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 13, 2018
SUBJECT: Approve Overnight Travel for the West High School FFA Members to Attend All FFA Activities for the 2018-2019 School Year

BACKGROUND: West High School Agriculture Advisor Marlene Hepner, and from 4 to 8 students would like to participate in the following events throughout the year as a part of the scheduled activities for the agricultural department.

September 21–22, 2018	Kids In a Box, McHenry House	Tracy
December 6-7, 2018	Advanced Leadership Institute	TBD
January 11 - 12, 2019	Mid-Year Officer Retreat	Tracy
February 8-9, 2019	Made For Excellence Conference	Modesto
March 8-9, 2019	CSU Chico FFA Field Day	Chico
April 12 - 13, 2019	CSU Fresno FFA Field Day	Fresno
April 24-29, 2019	State FFA Leadership Conference	Anaheim
May 3-5, 2019	State FFA Contest Finals	San Luis Obispo
May 17-18, 2019	Tracy Relay for Life	Tracy
June 18-20, 2019	Chapter Officer Camping Retreat	TBA

Each activity is a benefit to the student to develop leadership ability and officer experiences.

RATIONALE: This is an opportunity for the elected FFA officers from all 58 regional schools to meet and gain leadership skills from state officers and staff to facilitate the successful promotion of chapter programs, and provide resources for the school year. These programs will help build each student's sense of confidence, responsibility and leadership. This supports District Strategic Goal #1 – Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: The cost for the Made for Excellence and State Finals Conferences will be \$100.00 per person. The cost for the State Leadership Conference will be \$200.00 per person. The meals are the students' responsibility. The transportation will be in a district van. All funding for the trip will be paid for through the FFA ASB account and the Agriculture Incentive Grant.

RECOMMENDATION: Approve Overnight Travel for the West High School FFA Members to Attend All FFA Activities for the 2018-2019 School Year

Prepared by: Zachary Boswell, Principal, West High School

July 2018		Central Region FFA & CATA Calendar				
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4 Independence Day	5 Mother Lode Fair	6 Mother Lode Fair	7 Mother Lode Fair
8 Mother Lode Fair	9 ROLC (Tomaes Bay)	10 ROLC (Tomaes Bay)	11 ROLC (Tomaes Bay) Yolo Fair Mtg @ 9:00 am	12 ROLC (Tomaes Bay) State Fair Jr Livestock Show	13 Stanislaus County Fair State Fair Jr Livestock Show	14 Stanislaus County Fair State Fair Jr Livestock Show
15 Stanislaus County Fair State Fair Jr Livestock Show	16 Stanislaus County Fair State Fair Jr Livestock Show	17 Stanislaus County Fair	18 Stanislaus County Fair	19 Stanislaus County Fair	20 Stanislaus County Fair	21 Stanislaus County Fair State Fair Dairy Show
22 Stanislaus County Fair State Fair Dairy Show	23 State Fair Dairy Show	24 State Fair Dairy Show	25 State Fair Dairy Show	26 Amador County Fair	27 Amador County Fair	28 Amador County Fair
29 Amador County Fair	30	31				

August 2018	Central Region FFA & CATA Calendar					
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 BBD	2 Teacher In-service	3 Teacher In-Service	4
5	6 1st day of school!	7	8	9	10	11
12	13	14	15	16 Chapter Meeting in Theater	17	18
19	20	21 GLC – Modesto	22 GLC – Modesto	23 GLC – Modesto Delta Cal CATA Meeting 4:00 pm (Manteca District Office)	24 GLC – Modesto	25
26	27	28	29	30	31	

September 2018	Central Region FFA & CATA Calendar					
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 Labor Day	4	5	6	7	8
9	10	11	12	13 Chapter Meeting in Theater	14	15 COLC (Gregori)
16	17	18	19	20	21	22 Ironstone Concours
23	24	25	26 Delta Cal O/C Contest @ 9am (San Joaquin Fairgrounds)	27	28	29
30						

**October
2018**

Central Region FFA & CATA Calendar

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5 Homecoming!	6
7	8	9	10	11 Chapter Meeting- Garden	12	13
14	15	16	17	18	19 Fall Festival Set up	20 Fall Festival in Garden
21	22 Parent Teacher Conference National Convention Trip	23 National Convention Trip	24 National Convention Trip	25 National Convention Trip	26 National Convention Trip	27 National Convention Trip
28	29	30	31 Halloween			

**November
2018**

Central Region FFA & CATA Calendar

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7 DC Admin Night @ Tracy 6:00 pm	8 Chapter Meeting Cafeteria	9	10
11 Veterans Day	12 No School	13	14	15	16 Central Region Road Show (Black Oak)	17 Central Region CATA Meeting (Black Oak)
18	19 No School	20 No School	21 No School	22 Thanksgiving No School	23 No School	24
25	26	27	28	29	30	

**December
2018**

Central Region FFA & CATA Calendar

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 Degree Night Cafeteria	4	5	6	7	8
9	10	11	12	13 Chapter Meeting in Cafeteria	14	15
16	17	18	19	20	21 No School	22 No School
23 No School	24 Christmas Eve No School	25 Christmas Day No School	26 No School	27 No School	28 No School	29 No School
30 No School	31 New Year's Eve No School					

**January
2019**

Central Region FFA & CATA Calendar

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 New Year's Day No School	2 No School	3 No School	4 No School	5
6	7	8	9	10	11	12 Mini Retreat
13	14	15	16	17 Local Speaking Contest	18	19
20	21 M L King Day No School	22	23 DC State Degrees & Prof @ Ripon 4:00 DC Manuscripts Due	24 Chapter Meeting Cafeteria	25 BBD	26
27	28	29	30	31		

**February
2019**

Central Region FFA & CATA Calendar

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2 Arbuckle Field Day
3	4	5	6 DC Speaking Contests @ Linden	7	8 MFE/ALA Modesto Regional Officer Screening	9 MFE/ALA Modesto Regional Officer Screening
10	11	12 World Ag Expo	13 World Ag Expo	14 World Ag Expo	15	16
17	18 President's Day	19 Sacramento Leadership Experience	20 Sacramento Leadership Experience	21 Chapter Meeting Sacramento Leadership Experience	22 Sacramento Leadership Experience	23 Regional FFA & CATA Meetings @ CRC???? Regional POA Judging
24	25	26	27	28		

**March
2019**

Central Region FFA & CATA Calendar

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 BBD UC Davis Parli Pro	2 UC Davis Field Day
3	4	5 State Officer Pre-Screen (MJC)	6	7 DC Parli Pro @ Ripon Christian 4:00 pm	8 Minimum Day	9 Chico Field Day
10	11	12 State Degree & Awards Ceremony (DC & ST) 6:00 Delta College	13	14	15 Regional Speech Contest @ MJC 9:00 am	16 Merced Field Day
17	18	19	20	21 Chapter Meeting Cafeteria	22 Regional Parli Pro @ 9:00 am MJC	23 Modesto Field Day
24	25	26	27	28	29	30

**April
2019**

Central Region FFA & CATA Calendar

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6 Reedley Field Day CRC Field Day Regional Scrapbook Judging
7	8	9	10	11 Chapter Meeting Cafeteria	12	13 Fresno Field Day
14	15	16	17	18	19 No School	20 No School
21 Easter No School	22 No School	23 No School	24 No School State Speaking Finals (Anaheim)	25 No School State Parli Pro Finals (Anaheim)	26 No School State FFA Leadership Conference (Anaheim)	27 No School State FFA Leadership Conference (Anaheim)
28 No School State FFA Leadership Conference (Anaheim)	29 State FFA Leadership Conference (Anaheim)	30				

**May
2019**

Central Region FFA & CATA Calendar

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3 State FFA Judging Finals (Cal Poly)	4 State FFA Judging Finals (Cal Poly)
5	6	7	8 DC CATA Mtg @ Delta College 3:30 pm FFA Elections 2:00 pm	9	10 AMERICAN DEGREES DUE TO SPERLING Annual Banquet Cafeteria	11
12 Mother's Day	13	14	15	16 Chapter Meeting in Cafeteria	17	18
19	20	21	22	23	24 Last Day of School!	25
26	27 Memorial Day	28	29	30	31	

**June
2019**

Central Region FFA & CATA Calendar

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2 Merced Fair	3 Merced Fair	4 Merced Fair	5 Merced Fair	6 Merced Fair	7 Merced Fair	8 Merced Fair
9 Merced Fair San Joaquin Fair (Ag Fest)	10 San Joaquin Fair (Ag Fest)	11 San Joaquin Fair (Ag Fest)	12 San Joaquin Fair (Ag Fest)	13 San Joaquin Fair (Ag Fest)	14 San Joaquin Fair (Ag Fest)	15 San Joaquin Fair (Ag Fest)
16 Father's Day	17	18	19	20	21	22
23 CATA Summer Conference	24 CATA Summer Conference	25 CATA Summer Conference	26 CATA Summer Conference	27 CATA Summer Conference	28 AgriSkills Session	29 AgriSkills Session
30						



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 8, 2018
SUBJECT: Approve Agreement for Special Contract Services with Valley Community Counseling Services (VCCS) to Provide Mental Health Services to North Elementary School during the 2018-2019 School Year

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

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

FUNDING: The total cost for Valley Community Counseling Services will not exceed \$12,240.00. District LCAP funds will pay the expenditures for the services of this contract.

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling Services (VCCS) to Provide Mental Health Services to North Elementary School during 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 Valley Community Counseling Services, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide the following Mental Health services to stated sites, using the following rates: \$60/hour for a BBS registered associate in Social Work, Marriage and Family Therapy, Marriage and Family Clinical Counseling, or Clinical Psychology; or \$50/hour for a master's level student in a Social Work, Marriage and Family Therapy, Marriage and Family Clinical Counseling, or Clinical Psychology Program.

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 204 () ☒ HOURS | | DAYS, under the terms of this agreement at the following location North Elementary.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 50/60 per ☒ HOUR | | DAY | | FLAT RATE, not to exceed a total of \$ 12,240. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District | | SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
 - c. District shall make payment on a ☒ MONTHLY PROGRESS BASIS | | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2018, and shall terminate on June 30, 2019.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature

Title

IRS Identification Number

Title

Address

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: June 12, 2018
SUBJECT: **Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant**

BACKGROUND: Tracy Unified School District (TUSD) has received grant funding since 2004 to provide school readiness programs that help young children grow up healthy and be successful in school and in life. The Building Literacy Together grant began in July 2010 and continued or expanded some of the services provided through the PLAY School Readiness Program from April 2006 to June 2010. Building Literacy Together program components include high-quality preschool for approximately 56 students; child and adult literacy activities; kindergarten transition programs during the spring and summer; parent education and involvement opportunities; and articulation between early childhood and elementary school programs.

RATIONALE: Approving the contract for Building Literacy Together will allow the District to continue and expand the services offered to children ages zero to five, their parents and caregivers. Building Literacy Together helps prepare children and families for the transition into elementary school and builds children's school readiness skills by increasing access to preschool; supporting adult/child literacy; providing transition programs for incoming kindergarten students; offering community-based parent education programs; and promoting articulation between preschool and elementary school staff. Additional funding allocated this year will allow TUSD to offer a second preschool program at Villalovoz Elementary School. This aligns with District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: There is no cost to the District; the District will receive grant money from First 5 San Joaquin to provide the Building Literacy Together project in the amount of approximately \$431,339 for the period July 1, 2018 to June 30, 2019.

RECOMMENDATION: Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant.

Prepared by: Julianna Stocking, Director of Alternative Programs



April 6, 2018

102 S. San Joaquin Street
P.O. Box 201056
Stockton, CA 95201-3006

(209) 953-KIDS (5437)

(209) 932-2675

sjckids@sjgov.org

www.sjckids.org

Julianna Stocking
Director of Alternative Programs
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376

Dear Ms. Stocking,

Julianna

The Tracy Unified School District's request for funding has been reviewed and is to be recommended to the Board of Supervisors for final approval.

At this time your agency should review, sign, and return the Agreements to the First 5 office. The Agreement is composed of the following sections:

- Agreement
- Exhibit "A" - Scope of Work
- Exhibit "B" - Budget

The signature lines are on page 9 of the Agreement, marked for your convenience. Any modifications to this Agreement will void the agreement and delay the commencement of the reimbursement.

Please have the enclosed Agreements (two originals) signed and delivered on or before April 20, 2018, no later than 4:00 p.m. to 400 E. Main Street, Stockton, CA 95202.

The Board of Supervisors will review the Agreements for final approval on June 12, 2018, 9:00 a.m., at the:

**County Administration Building
44 N. San Joaquin Street, Board Chambers 6th Floor
Stockton, CA 95202**

You will need to have a representative from your agency in attendance at this meeting to answer any potential questions that the Board of Supervisors may have regarding your Agreement.

All agreements will be mailed when complete. We look forward to another year of continued partnership in serving the children and families of San Joaquin County.

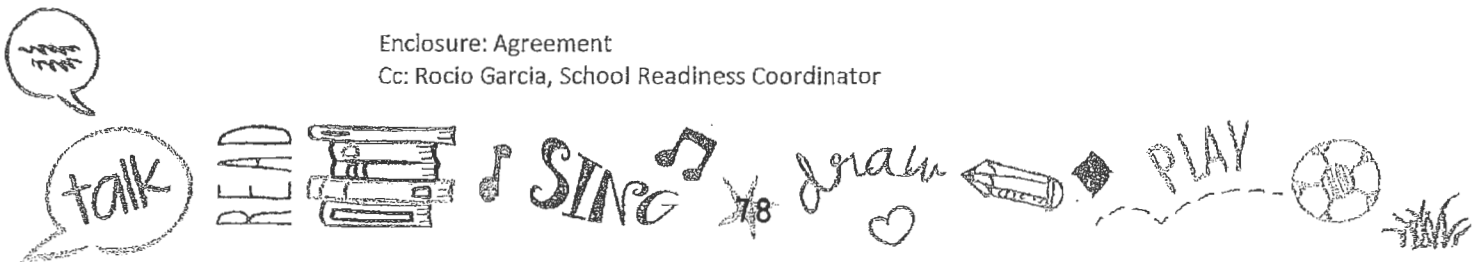
Sincerely,

Lani Schiff-Ross
Executive Director

LSR/mc

Enclosure: Agreement

Cc: Rocio Garcia, School Readiness Coordinator



AGREEMENT

This AGREEMENT made and entered into this 12th day of June, 2018, by and between COUNTY OF SAN JOAQUIN (hereinafter COUNTY), a political subdivision of the State of California, acting through the **First 5 San Joaquin Children and Families Commission**, (hereinafter "COMMISSION"), and Tracy Unified School District (hereinafter "CONTRACTOR") whose principal place of business is at 1875 W. Lowell Avenue, Tracy, CA 95376.

RECITALS

1. The COMMISSION has reviewed and recommended that COUNTY enter into an Agreement with CONTRACTOR as set forth below.
2. CONTRACTOR proposes to conduct Building Literacy Together and Kindergarten Bridge as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter described as the "Program," and
3. COUNTY and CONTRACTOR are desirous of entering into an Agreement to memorialize the rights, duties, and obligations of each toward the other in connection with the services that CONTRACTOR will provide.

NOW THEREFORE, in consideration of the charges, fees, mutual covenants and conditions contained herein, COUNTY and CONTRACTOR hereby agree as follows:

1. TERMS OF THE AGREEMENT

The term of this Agreement is from July 1, 2018 to June 30, 2019. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.

2. SCOPE OF WORK

The services to be performed by CONTRACTOR under this Agreement shall include, but are not limited to, those items described in the Scope of Work, set forth in Exhibit "A", attached hereto and incorporated herein. In cases of ambiguity, the Children and Families Commission Executive Director may interpret the Scope of Work by using CONTRACTOR's proposal and letters of clarification, copies of which documents are on file in the Executive Director's office.

the COUNTY.

- C. **Reporting** CONTRACTOR shall submit monthly, quarterly and annual reports related to evaluation as required by the COUNTY.
- D. **Access** CONTRACTOR shall provide access to COUNTY staff and consultants to programmatic and client records. CONTRACTOR shall not refuse access to the records on the basis of confidentiality. The California Children and Families Act provides that identifiable confidential information may be released to the extent necessary for the provision of services.
- E. **Fees** CONTRACTOR shall not impose or collect from participants any fees for services rendered pursuant to this Agreement.
- F. **Compliance** CONTRACTOR shall comply with COMMISSION policies and procedures.

7. **GENERAL PROVISIONS**

- A. **Modifications or Amendments** This Agreement may be modified or amended only by a subsequent written agreement signed by both parties.
- B. **Compliance with Applicable Statutes, Ordinances and Regulations** CONTRACTOR shall comply with the applicable Federal, State, County and local laws in performance of work under this Agreement. Specifically, CONTRACTOR must:
 - i. Certify that it is a non-discrimination employer pursuant to Title 2, Chapter 5 to the California Code of Regulations.
 - ii. Comply with the minimum wage and maximum hour's provision of the Federal Fair Labor Standards Act.
 - iii. Assume all responsibility for complying with the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, and Sub-part F.
 - iv. Comply with all Federal, State, County and local laws, rules, and regulations applicable to its performance under this Agreement. If Federal, State, County or local laws, rules, regulations or guidelines touching upon this Agreement be adopted or revised during the term hereof, CONTRACTOR shall comply with them or notify COUNTY, in writing, that it cannot so comply so that COUNTY may take appropriate action.
 - v. Comply with Assembly Bill 1522, known as the Healthy Workplaces, Healthy Families Act of 2014. With a few exceptions, the new law requires all employers to provide employees performing work in California with paid sick leave, beginning on July 1, 2015.
- C. **Compliance with Immigration Law** CONTRACTOR shall employ only individuals who are in compliance with any and all current laws and regulations of the U.S. Dept. of Homeland Security, U.S. Citizenship and Immigration Service.

- ii. Not publish or disclose, or use or permit, or cause to be published, disclosed or used, any information pertaining to an applicant or recipient of program services.
- H. **Non-Exclusive Rights** This Agreement does not grant to CONTRACTOR any exclusive privileges or rights to provide services to COUNTY. COUNTY may contract with other counties, private companies or individuals for similar services.
- I. **Assignment** This Agreement is binding upon COUNTY and CONTRACTOR and their successors. Except as otherwise provided herein, neither COUNTY nor CONTRACTOR shall assign, sublet or transfer its interest in this Agreement or any part thereof or delegate its duties hereunder without the prior written consent of the other. Any assignment, transfer, or delegation made without such written consent shall be void and shall be a material breach of this Agreement.
- J. **Termination**
 - i. **Cause** If CONTRACTOR materially breaches the terms of this Agreement, COUNTY shall have the following alternative remedies:
 - a. Terminate the Agreement with CONTRACTOR subject to any regulatory required notice of termination.
 - b. Complete the unfinished work, under this Agreement, with a different CONTRACTOR.
 - c. All other remedies provided by law.
 - ii. **For Convenience** Either party to this Agreement may for any reason terminate this Agreement at any time by giving to the other party thirty (30) days' written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
 - iii. **Disputes** CONTRACTOR shall continue with the responsibilities under this Agreement during any dispute.
- K. **Governing Law** The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.
- L. **Venue** For any action arising out of this Agreement shall be COUNTY of San Joaquin, California.
- M. **Indemnification** CONTRACTOR agrees that it shall indemnify, defend and hold harmless COUNTY, its agents, elected officials, officers, volunteers, authorized representatives and employees from any and all losses, liabilities, costs, expenses, charges, damages, claims, liens, and causes of actions, of whatsoever kind or nature, including, but not limited to, reasonable attorney's fees, which are in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, through any act, omission, fault or negligence, whether active or passive, CONTRACTOR or CONTRACTOR's officers, agents, employees or authorized

the commencement of performance of services, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days' written notice to COUNTY. CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. If COUNTY elects to renew this Agreement, CONTRACTOR shall provide COUNTY with certified copies of the policies and all endorsements for each additional term of this Agreement. All insurance shall be in a company or companies authorized by law to transact insurance business in the State of California. Certificates of insurance are to be mailed to:

**San Joaquin County
Purchasing and Support Services
44 N. San Joaquin Street, Suite 540
Stockton, California 95202**

- vii. **Payment Withheld** If CONTRACTOR does not obtain the described insurance, if COUNTY is not furnished at the time specified with the requisite insurance certificates, or if the described insurance is terminated, altered, or changed in a manner not acceptable to COUNTY, COUNTY may withhold payments to CONTRACTOR or terminate this Agreement.
- viii. **Liability Insurance** coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR from liability in excess of such coverage, nor shall it preclude COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- O. **Entire Agreement** This document contains the entire Agreement between the parties and supersedes oral or written understanding they may have had prior to the execution of this Agreement. If any ambiguity is created between this Agreement and its exhibits, this Agreement shall prevail.
- P. **Severability** Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.
- Q. **Enforcement of Remedies** No right or remedy herein conferred on or reserved to COUNTY is exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.
- R. **Modification and Waiver** No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

CONTRACTOR: Tracy Unified School District
1875 Lowell Avenue
Tracy, CA 95376

COUNTY: County of San Joaquin
Children and Families Commission
102 S. San Joaquin Street
Stockton, CA 95202

IN WITNESS WHEREOF, COUNTY AND CONTRACTOR have executed this Agreement effective on the date and year first written above, to the terms and conditions set forth above, COUNTY OF SAN JOAQUIN and Tracy Unified School District have placed their signatures below:

ATTEST: MIMI DUZENSKI
Clerk of the Board of Supervisors
OF COUNTY OF SAN JOAQUIN
State of California

By: _____
Clerk

COUNTY OF SAN JOAQUIN, a
political subdivision of the State
of California

By: _____
Robert Elliot
Chair, Board of Supervisors

Tracy Unified School District

By: Juliana Stocking
Juliana Stocking
Director of Alternative Programs

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL

By: _____
Deputy County Counsel



SCOPE OF WORK 2018-2019

Applicant Agency: Tracy Unified School District

Program Name: Building Literacy Together and Kindergarten Bridge

Description of Major Milestones	Method	Evaluation Methods
<p>1. Screenings & Referrals: Clerk/Typist will provide comprehensive screenings and referrals, as needed, to all families served in First 5 San Joaquin (F5SJ) Preschool programs.</p> <p>Type of Measurement: Families Annual Target Quantity: 152</p> <p>Start Date: July 1, 2018 Target Date: June 30, 2019</p> <p>84</p>	<p>Program staff will follow F5SJ protocol to screen and refer, as needed, all families of children ages 0 to 5 for the following:</p> <ul style="list-style-type: none"> • Health Insurance • Dental Care • California Work Opportunity and Responsibility to Kids (CalWORKs) • Basic Needs Referrals as indicated in the Client and Service Database (WIC, CalFresh, food subsidy programs) <p>For health insurance screening, documentation (i.e. Enrollment/Intake Forms, Referral Forms, LIC 701) should include, at a minimum, the status of health insurance for the parent(s) and child(ren) (is or is not insured), the type of insurance, and whether referral of uninsured family members to appropriate services occurred, including the date of referral and any follow up information. Health insurance screening and referrals are captured in the Client and Service Database.</p> <p>Dental care screening is also captured in the Client and Service Database and includes three separate questions related to annual utilization.</p> <p>For all other referral activities, staff should complete the following:</p> <ul style="list-style-type: none"> • Assess whether families are currently receiving services • Provide information to families on services (i.e. brochures, "how to" apply, etc.) • Capture screening information in the Client and Service Database as allowable • Capture referral information in the Client and Service 	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> • Client and Service Database • Scope of Work Reporting Form <p>ON FILE</p> <ul style="list-style-type: none"> • Referral logs or forms



SCOPE OF WORK 2018-2019

Description of Major Milestones	Method	Evaluation Methods
<p>Type of Measurement: Children Annual Target Quantity: 56</p> <p>Start Date: July 1, 2018 Target Date: June 30, 2019</p>	<p>following RAR program components must also be implemented during the year. Provide for families/parents:</p> <ul style="list-style-type: none"> • RAR Kick-off/Orientation • Parent Interactive Book Sharing/Read Aloud Training • Meaningful connection to library (i.e. field trip to library, provide information on getting a library card, etc.) • Blue Library Book Bags will be given to families once they exit from the program 	<ul style="list-style-type: none"> ○ Date of Parent Interactive Book Sharing/Read Aloud Training ○ Date & description of library connection activity <p>ON FILE</p> <ul style="list-style-type: none"> • RAR tracking documents (e.g. check-in/check-out card, activity log, family contract, child participation log, etc.)
<p>4. Preschool Services: School Readiness Coordinator, School Readiness Site Lead, Preschool Instructors, Preschool Para Educators and Clerk/Typist will operate a quality preschool program serving four-year-old students.</p> <p>85</p> <p>Type of Measurement: Children Annual Target Quantity: 56</p> <p>Start Date: July 1, 2018 Target Date: June 30, 2019</p>	<p>Program will meet F5SJ guidelines and criteria for preschool services. Priority enrollment is four-year-olds residing in targeted school attendance areas (four years of age by September 1st). The preschool(s) will operate 175 days/525 hours of instruction while meeting Title 5, Title 22, and F5SJ program requirements.</p> <p>Programs must serve high need children from diverse populations that include:</p> <ul style="list-style-type: none"> • Children that reside in attendance areas for target schools identified in the Scope of Work • Children identified as having a special need* • Children that reside in a home where a language other than English is used as primary means of communication (Dual Language Learner [DLL]) • Children that live in a household where a parent is employed as a seasonal migrant worker • Children who are at greatest risk for falling behind in their overall development (i.e. low income [less than 300 percent of the Federal Poverty Level], African American, Hispanic, other ethnic minority families, homeless, foster child) <p>* "Special Need" is defined by First 5 California as follows: 1) Children with identified disability, health, or mental health conditions requiring early intervention, special education services, or other specialized</p>	<p>SUBMIT SEMI-ANNUALLY</p> <ul style="list-style-type: none"> • Desired Results Developmental Profile 2015 (DRDP 15) Group Summary (two times per year, after Fall and Spring, data collection) and Parent Survey Summary of Findings Data (Parent Survey Data collected in April). All DRDP 15 data to be submitted electronically • Quality Growth Plan (If applicable) <p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> • Client and Service Database • Scope of Work Reporting Form <p>SUBMIT WITH FISCAL REPORTS</p> <ul style="list-style-type: none"> • Monthly Attendance Record <p>SUBMIT PRIOR TO THE START OF SCHOOL YEAR (and updated throughout the year as applicable)</p> <ul style="list-style-type: none"> • Completed Preschool Checklists with Corresponding Documentation (such as School Calendar, Teacher Child Development Permit, Copy of Teacher College Degree or Transcripts for teachers that do not have a Site Supervisor or



SCOPE OF WORK 2018-2019

Description of Major Milestones	Method	Evaluation Methods
<p>98</p>	<p>Plan.</p> <p>All classrooms must maintain the following staffing level: Director/Teacher: (Program Director Permit) Bachelor of Arts (BA) plus 24 Early Childhood Education (ECE) units (including core), or ECE or Multiple Subject teaching credential, or Child Development Permit Matrix Program Director Assistant Teacher: Teacher Permit and an Associate's Degree (or equivalent course work in BA program) with 24 ECE units.</p> <p>Program staff will implement the Second Step curriculum to encourage social-emotional growth. The Creative Curriculum to address cognitive development, and Early Sprouts to promote health.</p> <p>The North Preschool will offer one AM and one PM class session with 16 students enrolled in each class session. The Villalovoz Preschool will offer one class session, with 24 students enrolled in the class session.</p> <p>Enrollment priority will be based on the high need criteria specified above in Milestone 4. Targeted elementary school attendance areas include: North, South/West Park, Central, McKinley, Jacobson, Bohn and Villalovoz.</p>	
<p>5. Evaluation Tool Training/Refreshers: School Readiness Coordinator and School Readiness Site Leads will complete CLASS PreK and ECERS-R training.</p> <p>Type of Measurement: Completed CLASS Training Annual Target Quantity: 3</p> <p>Type of Measurement: Completed ECERS-R Training Annual Target Quantity: 3 Start Date: July 1, 2018 Target Date: June 30, 2019</p>	<p>School Readiness Coordinator and School Readiness Site Leads, responsible for site visits and overall oversight of the preschool program, will complete the two-day CLASS PreK tool certification training (or equivalent training) and the full-day ECERS-R training (or equivalent training). Verification of training completion will be submitted; however, observer/assessor reliability certification is not required.</p> <p>Staff that previously completed training on the tools will complete refresher training on a yearly basis.</p>	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> • Scope of Work Reporting Form shall reflect: <ul style="list-style-type: none"> ○ Type of training (training title and presenter) ○ Date(s) of training • Proof of training completion (submit quarter completed)



SCOPE OF WORK 2018-2019

Description of Major Milestones	Method	Evaluation Methods
<p>provided by F5SJ).</p> <p>Type of Measurement: Achieved/Not Achieved Annual Target Quantity: N/A</p> <p>Start Date: July 1, 2018 Target Date: June 30, 2019</p>	<p>Parent Education Workshops can be additionally counted under the Parent Education Workshops milestone.</p>	<p>ON FILE</p> <ul style="list-style-type: none"> • Meeting Agenda • Flyer for Community event or Workshop • Home Visit documentation
<p>9. Preschool Outreach & Recruitment: School Readiness Coordinator, School Readiness Site Lead, Preschool Instructors, and Clerk/Typist will conduct targeted outreach and utilize culturally and linguistically appropriate program strategies to promote proportionate representation of targeted groups (i.e. Special needs, DLL, low income, African American, Hispanic, other ethnic minority families, seasonal migrant, foster child, and homeless) in clients served.</p> <p>Type of Measurement: Achieved /Not Achieved Annual Target Quantity: N/A</p> <p>Start Date: July 1, 2018 Target Date: June 30, 2019</p>	<p>Per Principles on Equity, efforts will be made to ensure that all diverse groups, particularly those traditionally underserved, are enrolled and actively engaged and involved. Culturally and linguistically appropriate outreach strategies will be used.</p> <p>Culturally and linguistically appropriate outreach strategies include but are not limited to: providing written information in multiple languages, employing translators when meeting with families, scheduling services to meet family needs and situations, individualizing services to address the cultural and linguistic diversity, ability levels, behavioral and learning styles representative of Tracy's children and families, and providing staff development to improve knowledge, skills and attitudes and build capacity to work better within culturally and linguistically diverse communities.</p>	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> • Scope of Work Reporting Form shall reflect: <ul style="list-style-type: none"> ○ Where outreach was conducted ○ Dates of outreach efforts
<p>10. Professional Development: School Readiness Coordinator, School Readiness Site Lead, Preschool Instructor, Preschool Para Educators and Clerk/Typist will attend professional growth trainings throughout the year.</p> <p>Type of Measurement: Achieved/Not Achieved Annual Target Quantity: N/A</p> <p>Start Date: July 1, 2018 Target Date: June 30, 2019</p>	<p>Program staff will attend professional development trainings that may include local F5SJ sponsored trainings, conferences, internal agency trainings, etc. and report on progress of trainings and attendees in quarterly reports.</p> <p>Professional development topics may include but are not limited to improving cultural competence, working with children who have special needs and their families, curriculum, behavior management, Preschool Learning Foundations, literacy, assessment and evaluation.</p>	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> • Scope of Work Reporting Form shall reflect: <ul style="list-style-type: none"> ○ Type/title of trainings ○ Dates of trainings ○ Staff in attendance



SCOPE OF WORK 2018-2019

Description of Major Milestones	Method	Evaluation Methods
	This service will be available to families living in the following school attendance areas: North, South/West Park, Central, McKinley, Jacobson, Bohn and Villalovoz.	<ul style="list-style-type: none"> Sign-in sheet/Attendance record
<p>14. Kindergarten Bridge Program: School Readiness Site Lead, four Certificated Teachers, four Preschool Instructors, and Clerk/Typist will work with School Administration and Teaching Staff to conduct a minimum of one week (five school days) Kindergarten Bridge Initiative (KBI) program to help children transition to the school setting in accordance with the required components section of the F5SJ KBI program Minimum Qualifications form.</p> <p>Type of Measurement: Children Annual Target Quantity: 96</p> <p>Type of Measurement: Bridge Sessions Annual Target Quantity: 4</p> <p>Start Date: July 1, 2018 Target Date: June 30, 2019</p>	<p>Incoming transitional kindergarteners and kindergarteners will participate in a minimum of five days, three hours per day KBI program that will be held during summer.</p> <p>Children with little and no preschool or prior transitional kindergarten experience will be targeted for enrollment. After outreach efforts have been exhausted to enroll targeted children, bridge program spaces will then be offered to children that do not meet the above criteria.</p> <p>Kindergarten, Transitional Kindergarten, or First Grade teachers will be utilized to conduct KBI with a maximum ratio of 1:31.</p> <p>The school attendance areas that will receive KBI are listed below: Bohn, Central, former Delta Island, Freiler, Hirsh, Jacobson, Kelly, McKinley, North, Poet-Christian, South/West Park and Villalovoz. The KBI site will be determined when the general summer school site is determined.</p>	<p>SUBMIT ANNUALLY (electronically)</p> <ul style="list-style-type: none"> Scope of Work Reporting Form Client and Services Database Bridge Parent Surveys Bridge Teacher Surveys <p>ON FILE</p> <ul style="list-style-type: none"> Lesson Plans Structured Kindergarten Activity Schedule (pre-approved curriculum) Flyer (pre-approved) Sign-in sheet/attendance record KBI teachers informal observation notes
<p>15. KBI Oversight: School Readiness Coordinator and School Readiness Site Lead will ensure curriculum selected is being utilized in the KBI, teaching staff is trained on the selected lesson plans, and kindergarten transition activities are aligned with common core standards for kindergarten.</p> <p>Type of Measurement: Achieved/Not Achieved Annual Target Quantity: N/A</p> <p>Start Date: July 1, 2018 Target Date: June 30, 2019</p>	<p>School Readiness Coordinator and School Readiness Site Lead will ensure KBI is being conducted in accordance with the required components section of the F5SJ KBI Program Minimum Qualifications form.</p>	<p>SUBMIT ANNUALLY (electronically)</p> <ul style="list-style-type: none"> Scope of Work Reporting Form Including: <ul style="list-style-type: none"> Summary of training activities with KBI teaching staff

Exhibit B



BUDGET REQUEST FORM

Applicant: Tracy Unified School District

Program: Building Literacy Together and Kindergarten Bridge

Period: July 1, 2018 - June 30, 2019

A	B	C	D	E	F	G	H	I	
I. PERSONNEL				% of salary attributed to program	Total salary attributed to program	Amount of Col F requested from Commission	%	Amount of Col F provided by other sources	
Position Title				Salary					
A.	School Readiness Coordinator			\$93,365.00	65.0%	\$60,687.00	\$60,687.00	100.0%	\$0.00
B.	Translator/Clerk Typist			\$33,000.00	65.0%	\$21,450.00	\$21,450.00	100.0%	\$0.00
C.	School Readiness Site Lead #1			\$55,300.00	100.0%	\$55,300.00	\$55,300.00	100.0%	\$0.00
D.	School Readiness Site Lead #2			\$32,000.00	100.0%	\$32,000.00	\$32,000.00	100.0%	\$0.00
E.	Preschool Instructor #1			\$31,700.00	50.0%	\$15,850.00	\$15,850.00	100.0%	\$0.00
F.	Preschool Instructor #2			\$30,000.00	50.0%	\$15,000.00	\$15,000.00	100.0%	\$0.00
G.	Preschool Instructor #3			\$18,250.00	100.0%	\$18,250.00	\$18,250.00	100.0%	\$0.00
H.	Preschool Instructor #4			\$16,775.00	100.0%	\$16,775.00	\$16,775.00	100.0%	\$0.00
I.	Extra Services & Substitutes			\$20,000.00	100.0%	\$20,000.00	\$20,000.00	100.0%	\$0.00
J.	Certificated- Kindergarten Bridge			\$4,700.00	100.0%	\$4,700.00	\$4,700.00	100.0%	\$0.00
K.	Classified- Kindergarten Bridge			\$2,550.00	100.0%	\$2,550.00	\$2,550.00	100.0%	\$0.00
Total Personnel Excluding Benefits						\$262,562.00	\$262,562.00		\$0.00
Benefits Percentage					35.0%		\$91,898.00		
Total Personnel Including Benefits							\$354,460.00		
II. OPERATING EXPENSES						Amount requested from Commission			
A.	Rent and Utilities					\$4,400.00			
B.	Communications/Phones					\$1,400.00			
C.	Office Expenses					\$3,600.00			
D.	Equipment Lease					\$0.00			
E.	Equipment Purchase					\$10,000.00			
F.	Travel					\$1,500.00			
G.	Training/Conferences					\$4,500.00			
H.	Consultants/Subcontractors (if any)					\$0.00			
I.	Program Costs					\$20,000.00			
J.	Banked Funding					\$12,327.00			
Total Operating Expenses						\$57,727.00			
Total Personnel Including Benefits and Total Operating Expenses						\$412,187.00			
III. INDIRECT EXPENSES									
Indicate % of Personnel, Excluding Benefits				4.76%		\$19,152.00			
IV. TOTAL REQUEST						\$431,339.00			

Exhibit B
Tracy Unified School District
Building Literacy Together and Kindergarten Bridge
July 1, 2018 through June 30, 2019
BUDGET NARRATIVE

Summary:

Tracy Unified School District is requesting a total of **\$431,339** for expenses to be incurred from July 1, 2018 to June 30, 2019, consisting of **\$421,451** for Building Literacy Together and **\$9,888** for the Kindergarten Bridge program.

I. Personnel:

The project requests a total of **\$262,562** excluding benefits, for salary expenses for a 12-month period. The requested amount represents funding for the following positions:

A. School Readiness Coordinator: A total of **\$60,687** is requested for **65 percent** of the School Readiness Coordinator's salary. The School Readiness Coordinator (SRC) will oversee the implementation of the First 5 Programs by coordinating the programs for both North Preschool (NPS) and Villalovo Preschool (VPS). This position will oversee curriculum and instruction and will monitor student progress for all sites. This position will coordinate the parent involvement, staff professional development and articulation between preschool teachers and K-3 teachers across the district. The SRC will also spend 10 percent of their time planning, preparing for, and overseeing the Kindergarten Bridge Initiative program.

B. Translator/Clerk Typist: A total of **\$21,450** is requested for **65 percent** of the Translator/Clerk Typist's salary. The Translator/Clerk Typist will work to complete event registration, perform data input, enroll students, keep records, file, promote events, meetings, and programs, translate written material, provide translation during workshops, and other clerical tasks for both NPS and VPS.

C. School Readiness Site Lead #1: A total of **\$55,300** is requested for **100 percent** of the School Readiness Site Lead #1's salary. School Readiness Site Lead will provide guidance and oversight of the implementation of the preschool program at NPS both AM and PM. This position works in the classroom and provides professional development for staff and parent education opportunities.

D. School Readiness Site Lead # 2: A total of **\$32,000** is requested for **100 percent** of the part-time School Readiness Site Lead #2's salary. School Readiness Site Lead will provide guidance and oversight of the implementation of the preschool program at VPS AM. This position works in the classroom and provides professional development for staff and parent education opportunities.

E. Preschool Instructor #1: A total of **\$15,850** is requested for **50 percent** of the Preschool Instructor #1's salary. The Preschool Instructor #1 will provide general

Exhibit B
Tracy Unified School District
Building Literacy Together and Kindergarten Bridge
July 1, 2018 through June 30, 2019
BUDGET NARRATIVE

Bridge program will be held at one school site for approximately three hours per day. Teachers will work four hours each day of the program (one hour of prep time and three hours of instructional time). Four teachers will participate in the Kindergarten Bridge program for approximately 96 students at 24 per class: **\$4,700** (\$36.38 x 4 teacher's x 4 hours per day x 8 days).

K. Classified – Kindergarten Bridge: A total of **\$2,550** is requested for **100 percent** of the Preschool Instructors' salaries for the Kindergarten Bridge program. Preschool Instructors will be paid the standard hourly rate, approximately \$19.85, for attending in-service training (one day) and providing instructional support, including translating for students and parents, child care services, or supervising during the Kindergarten Bridge Program (7 days). The Kindergarten Bridge program will be held at one school site for approximately three hours per day. Preschool Instructors will work 3.5 hours each day of the program (three hours of instructional support and an additional half hour of supervision, translation, or other support services). Four Preschool Instructors will participate in the Kindergarten Bridge program: **\$2,550** (\$19.85 x 4 Preschool Instructors x 4 hours per day x 8 days).

Benefits:

The project budgets a total cost of **\$91,898** for benefits for positions as identified. Benefits include health, life, dental and vision insurance, retirement, and state and federal mandated benefits and employer paid payroll taxes. This program anticipates the benefits costing approximately **35 percent** of the total personnel expenses. **\$1,302** of the total is for benefits and employer paid payroll taxes associated with Kindergarten Bridge.

II. Operating Expenses:

A. Rent and Utilities: A total of **\$4,400** is requested for utilities including, but not limited to, custodial fees, custodial supplies and electricity, which are estimated at \$200 per month for 12 months at NPS and VPS: **\$2,400** (\$200 x 12). In addition, **\$2,000** is included in this cost for the security alarm contract at NPS.

B. Communication/Phones: A total of **\$1,400** is requested for communication/phone service into the preschool classrooms which is estimated at approximately \$120 per month for 12 months at NPS and VPS: **\$1,400** (\$120 x 12).

C. Office Expenses: A total of **\$3,600** is requested for office expenses including, but not limited to, office supplies (consumables and small office equipment), materials, postage,

Exhibit B
Tracy Unified School District
Building Literacy Together and Kindergarten Bridge
July 1, 2018 through June 30, 2019
BUDGET NARRATIVE

efficiently. Raising a Reader (RAR) items will be purchased for new students, or to replenish and/or maintain the program. RAR replacement costs include a blue book bag for each participant, sales tax, and shipping and handling charges. Field trips to local museum, farms, and related curriculum experiences will be provided to NPS and VPS students and parents. This includes transportation and entrance fees. In addition, costs for the food expenses directly related to the program including healthy snacks provided to students during preschool sessions, food items used in classroom cooking activities, and healthy snacks provided to clients in accordance with First 5 policies during workshops, trainings, and meetings are included in this line item. Students at NPS and VPS are eligible for United States Department of Agriculture Child and Adult Care Food Programs as both schools are located at Title I school sites within Tracy Unified School District. Afternoon snack is not part of the daily Food Program meal and snack eligibility.

This line item also includes cost for the Kindergarten Bridge program including, but not limited to, transportation, healthy snacks for program participants, school readiness resources such as scissors and consumable supplies, classroom materials and books, and outreach expenses. Transportation is approximately **\$1,102** (\$5.88 per mile x 26.8 miles = \$157.58 x 7 days). Kindergarten Bridge program material costs are calculated using approximately \$5.25 per student **\$504** (96 students x \$5.25). Total Kindergarten Bridge Program Costs = **\$1,606**.

J. Other Program Costs: A total of **\$12,327** has been set aside for upcoming unknown cost to be reallocated after submitted budget revision is approved by First 5 San Joaquin.

III. Indirect Expenses:

Indirect expenses are budgeted at **\$19,152** to cover day-to-day administrative and overhead costs that are not easily distinguishable to a specific project. This includes, but is not limited to, accounting/fiscal support, human resources support, miscellaneous fees, insurance costs, and other operating expenses. Tracy Unified School District cost rate is currently estimated at **4.76 percent** for the 2017 – 2018 school year. Tracy Unified School District selects Option #4: Use the California Department of Education determined Indirect Cost Rate. If the CDE increase the rate during the year, Tracy Unified School District reserves the right to submit a budget revision to increase indirect cost up to the allowed rate.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 15, 2018
SUBJECT: **Approve Agreement for Special Contract Services with PresenceLearning to Provide Live Online Speech and Language Pathology Services and Assessments for the 2018-2019 School Year**

BACKGROUND: PresenceLearning was founded on a simple, powerful idea: putting live experts exactly where and when they are needed to serve students with special needs. Since 2009, PresenceLearning has delivered over one million live, online therapy sessions, and helped thousands of students with special needs or behavior challenges to achieve their goals.

PresenceLearning is a leading provider of online speech and occupational therapy, behavioral and mental health services, and assessments for K-12 districts and families of children with special needs. PresenceLearning's nationwide network of online professionals and telehealth providers includes hundreds of highly qualified speech-language pathologists (SLPs), occupational therapists (OTs), and behavioral and mental health professionals. By partnering with PresenceLearning, education and healthcare agencies can fill service gaps related to acute and chronic shortages of special education and clinical services personnel, reduce high caseloads for onsite personnel, reduce their backlog of assessments, improve outcomes, and improve program efficiency.

RATIONALE: PresenceLearning was contracted by the District during the 2017-2018 school year. There continues to be a shortage of special education staff to provide required speech and language services for students. Presence Learning will provide required services to students. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The District will pay \$74.88 per hour to provide services for up to 811 students for up to 200 days. The contract includes a monthly commitment of \$22,960.00 for July 2018 through June 2019 and \$15,291.36 for the month of December 2018. Costs will not exceed \$2,000,000.00. Costs will be paid by District Special Education funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with PresenceLearning to Provide Live Online Speech and Language Pathology Services and Assessments for the 2018-2019 School Year

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



PresenceLearning

Service Order Form

Customer Name and Contact Information

Name: Tracy Unified School District - CA

Address: 1875 W LOWELL AVE TRACY, CA

Customer Primary Point of Contact

Name: Sheila Harrison

Email Address: sharrison@tracy.k12.ca.us

Customer Secondary Point of Contact

Name:

Email Address:

PresenceLearning Contact Information

Name: Ian Thompson

Email Address: ian.thompson@presencelearning.com

Service Order Form

1. Services

Service	Student Quantity	Price per Service
SLP Services	811	\$74.88
OT Services	0	\$90.00
BMH Services	0	\$90.00
Setup Fee	811	\$25.00

2. Assessments

Service	Student Quantity	Price per Service
Screenings by SLP BI	0	\$100.90
SLP Assessment	0	\$399.00
OT Assessment	0	\$412.90
BMH Assessment	0	\$550.90
Assessment Bilingual SLP/OT	0	\$550.90
Screenings by SLP	0	\$55.90
Screenings by OT	0	\$55.90
Screenings by MHP	0	\$55.90
Evaluation Review of Records by SLP	0	\$357.90
Evaluation Review of Records by OT	0	\$357.90
Evaluation Review of Records by BMH	0	\$357.90

3. Psychoeducational Assessments

Service	Student Quantity	Price per Service
Evaluation Coordination and Reporting	0	\$200.90
Review of Records by School Psychologist	0	\$250.90
Cognitive Selected Index	0	\$125.90
Neuro Processing Selected Index	0	\$125.90
Achievement Selected Index	0	\$125.90
Rating Scale Assessment	0	\$125.90
Classroom Observation	0	\$100.90
Achievement Standard Battery	0	\$250.90
Cognitive Standard Battery	0	\$250.90
Additional Assessment by School Psychologist	0	\$250.90
Standard Neuro Processing Battery	0	\$250.90
Additional Requested Meetings	0	\$100.90
School Psych Consultation	0	\$90.00

Service Order Form

Contracted Students	811
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Assessments Commitment	162
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Monthly Commitment*	\$22,960.00	307 hours at \$74.88
December Commitment*	\$15,291.36	204 hours at \$74.88

*This is the monthly minimum amount you will be invoiced during the contracted period.

Term	July 1, 2018 through June 30, 2019
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Modified Terms

The terms of the Master Services Agreement or Master Contract applicable to services through June 30, 2018 shall apply for the Term set forth herein.

Service Order Form

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the PresenceLearning Master Services Agreement available at <https://www.presencelearning.com/tc/hourly-rate/>, which is incorporated herein by reference. This Service Order and the MSA together constitute the entire agreement between PresenceLearning and Customer governing the services and products referenced above (the "Agreement"), to the exclusion of all other terms. To the extent there is any conflict between this Service Order and the MSA, this Service Order shall govern. The signatory below represents that he or she has the authority to bind Customer to the terms of this Agreement. The terms of this Service Order are PresenceLearning confidential information.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of July 1, 2018 (Effective Date).

PresenceLearning, Inc.

Customer

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

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 Presence Learning, 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: Presence Learning will provide live online speech language pathology services and assessments as required to up to 811 TUSD students including: reports, protocols, IEP attendance, logs for service, and speech only case management. See attached Presence Learning Service Order Form for further details of services provided.

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 200 () | HOURS | DAYS, under the terms of this agreement at the following location Various School Sites in TUSD.

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

- a. District shall pay \$ 74.88 per | HOUR | DAY | FLAT RATE, not to exceed a total of \$ 2,000,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2018, and shall terminate on June 30, 2019.

5. This agreement may be terminated at any time during the term by either party upon 45 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Dr. Sheila Harrison, at () 209 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☒] WILL | [☐] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

Date

VP, Customer Success

Title

Account Number to be Charged

Prisacca Learning

Address

Department/Site Approval

180 Montgomery St. #2000

Budget Approval

San Francisco, CA 94104

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 5, 2018
SUBJECT: **Approve Master Contract for Central Valley Training Center (CVTC),
NPA for the 2018-2019 School Year**

BACKGROUND: Board approval is requested to contract for Non-Public Agency (NPA) placement for one student at Central Valley Training Center (CVTC), NPA in Stockton, CA. The District's Special Education administration would like to continue the contract that Tracy Unified School District (TUSD) has had with Central Valley Training Center (CVTC) to provide the placement pursuant to the student's IEP. Approval is necessary at this time to remain compliant with that IEP.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at Non-Public Agencies (NPA). 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: Expenses for the 2018-2019 regular school year and related services will not exceed \$18,700.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Central Valley Training Center (CVTC), NPA for the 2018-2019 School Year.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 4, 2018
SUBJECT: **Approve Agreement for Special Contract Services with the Boys and Girls Clubs of Tracy to Provide Services at Central Elementary School for the 2018 -2019 School Year**

BACKGROUND: The Boys and Girls Clubs of Tracy has been providing after school services in the community at school sites for over 20 years. Central Elementary School is identified as an area of need due to low-income families. The Boys and Girls Club has been operating after school services at Central Elementary School for several years. Due to the success of the program, Central Elementary School staff would like to continue the association with the Boys and Girls Club as they provide after school services that the regular school program cannot, specifically academic tutoring, extracurricular reading programs and school wide sport participation.

RATIONALE: Students need a safe place to go and positive activities to associate with academic success. Central Elementary School's partnership with the Boys and Girls Club provides a wealth of after school activities that are positive, academically enriching, team building, and community oriented. This Agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total amount will not exceed \$10,000. Site Title I Categorical Funds will pay the expenditures for the services of this contract.

RECOMMENDATION: Approve Agreement for Special Contract Services with the Boys and Girls Clubs of Tracy to Provide Services at Central Elementary School for the 2018-2019 School Year.

Prepared by: Nancy Morgan Link, Principal, Central Elementary 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 Boys and Girls Club of Tracy, 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 activities, tutoring, reading and mentoring programs for all students. Supplies for these programs are also needed.

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 5 days/week () | | HOURS | ☒ | DAYS, under the terms of this agreement at the following location Central School.

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

- a. District shall pay \$ 10,000 per | | HOUR | | DAY | ☒ | FLAT RATE, not to exceed a total of \$ 10,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | | SHALL | ☒ | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a | ☒ | MONTHLY PROGRESS BASIS | | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 7, 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, Nancy Morgan Link, at (209) 830-3303 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:

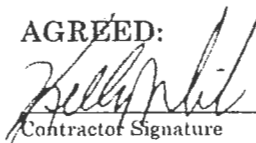
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm 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:

 Executive Director
Contractor Signature Title

IRS Identification Number

Title

Address

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: June 12, 2018
SUBJECT: **Approve Master Contract for Point Quest Education (PQ), NPS for the 2018-2019 School Year**

BACKGROUND: Board approval is requested to contract for Non-public School (NPS) placement for 15 students at Point Quest Education (PQ), NPS in Lodi, CA. The District's Special Education administration would like to continue the contract that Tracy Unified School District (TUSD) has had with Point Quest Education (PQ) to provide the placement pursuant to the students' IEPs. Approval is necessary at this time to remain compliant with these IEPs.

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

FUNDING: Expenses for the 2018-2019 regular school year and related services will not exceed \$767,780.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Point Quest Education (PQ), NPS for the 2018-2019 School Year

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 4, 2018
SUBJECT: **Ratify Agreement for Special Contract Services with Theresa Christiansen for Independent Education Evaluation (IEE)/Speech and Language Assessment**

BACKGROUND: Board approval is requested to contract for an Individual Educational Evaluation/Speech and Language Assessment for a Special Education student. Special Education Administration would like to contract with Theresa Christiansen from Clayton, CA for the needed evaluation. Ratification is necessary at this time to remain compliant with services on IEP's and parent's right to choose an assessor of their choice for Independent Educational Evaluations.

RATIONALE: Districts must offer a continuum of services including, when necessary, Independent Educational Evaluations to students with exceptional needs. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for this contract include assessments, report writing and IEP attendance. The total contract expenses will not exceed \$1,495.00. Special Education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Theresa Christiansen for Independent Educational Evaluation (IEE)/Speech and Language Assessment.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources

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 Theresa Christiansen (Speech-Language Pathologist), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Independent evaluation of TUSD student. Assessment will include speech and language assessments.
Fee includes report and attendance at an IEP meeting. Assessor must provide copies of all protocols.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of N/A, 1 HOURS 1 DAYS, under the terms of this agreement at the following location 153 Lone Pine Court Clayton, CA 94517

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

- a. District shall pay \$ 1,495.00- per 1 HOUR 1 DAY ☒ FLAT RATE, not to exceed a total of \$ 1495.00-. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District ☐ SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
- c. District shall make payment on a 1 MONTHLY PROGRESS BASIS ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 5/23/2018, and shall terminate on 6/30/2019.

5. This agreement may be terminated at any time during the term by either party upon Ten (10) days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Tammy Jalique, at 209-830-3260 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:

Theresa Christensen SLP
Contractor Signature Title

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

IRS Identification Number

Speech Language Pathologist
Title

Address

P.O. Box 261

Clayton CA 94517



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 8, 2018
SUBJECT: Approve Master Contract for Stockton Educational Center (SEC),
NPS for the 2018-2019 School Year

BACKGROUND: Board approval is requested to contract for Non-Public School (NPS) placement for two students at Stockton Educational Center (SEC), NPS in Stockton, CA. The District's Special Education administration would like to continue the contract that Tracy Unified School District (TUSD) has had with Stockton Educational Center (SEC) to provide the placement pursuant to the student's IEP. Approval is necessary at this time to remain compliant with those IEPs.

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

FUNDING: Expenses for the 2018-2019 regular school year and related services will not exceed \$168,111.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Stockton Educational Center (SEC), NPS for the 2018-2019 School Year

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 13, 2018
SUBJECT: **Approve Agreement for Special Contract Services with Dr. M. Alex Peterson for an Independent Education Evaluation/Psycho-Educational Assessment**

BACKGROUND: Board approval is requested to contract for an Individual Education Evaluation/Psycho-Education Assessment for a Special Education student. Special Education Administration would like to contract with Dr. M. Alex Peterson, a Pediatric Neuropsychologist from Oakland for the needed evaluation. Approval is necessary at this time to remain compliant with services on IEPs and the parents' right to choose an assessor of their choice for Independent Education Evaluation.

RATIONALE: Districts must offer a continuum of services including, when necessary, Independent Education Evaluations to students with exceptional needs. 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: Expenses for this contract include assessments, report writing and IEP attendance and will not exceed \$5,540.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with Dr. M. Alex Peterson for an Independent Education Evaluation/Psycho-Educational Assessment

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources

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 M. Alex Peterson, Ph.D., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Independent Educational Evaluation of TUSD Student.
Attend related IEP meeting. Assessment will include cognitive testing, academic testing, psychological testing,
feedback & written report. Assessor to provide district with copies of all protocols, final signed report and invoice.
\$5540.00 rate includes the full assessment fee of \$5100.00 + 2 hours attendance at IEP at rate of \$220.00/hr.

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(a), as outlined in Paragraph 1, for a period of up to a total of N/A () | HOURS | | DAYS, under the terms of this agreement at the following location 614 Grand Ave, Suite 320, Oakland CA

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

- a. District shall pay \$ \$5,540.00 per | | HOUR | | DAY | ☒ FLAT RATE, not to exceed a total of \$5,540.00. 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 rules not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a | | MONTHLY PROGRESS BASIS | ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 07/01/2018 and shall terminate on 06/30/2019.

5. This agreement may be terminated at any time during the term by either party upon Ten (10) days' written notice of termination delivered by certified mail, return receipt requested.

10/7, 10/28/15

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, Tammy Jalique
Associate Superintendent of Human Resources at (209) 830-3260
7. Contractor shall contact the District's designee, Human Resources at (209) 830-3260 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

6/12/18
Title

Tracy Unified School District

UES Identification Number

Pediatric Neuropsychologist

Title

614 Grand Ave, Suite 326

Address

Oakland, CA 94610

M. Alex Peterson, Ph.D.

Date

Account Number to be Charged

Department/Unit Approval

Budget Approval

Date Approved by the Board

Rev. 16, 2A, 15



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 8, 2018
SUBJECT: Approve Master Contract for Children's Home of Stockton (CHS), NPS for the 2018-2019 School Year

BACKGROUND: Board approval is requested to contract for Non-Public School (NPS) placement for fifteen students at Children's Home of Stockton (CHS), NPS in Stockton, CA. The District's Special Education administration would like to continue the contract that Tracy Unified School District (TUSD) has had with Children's Home of Stockton (CHS), to provide the placement pursuant to the student's IEP. Approval is necessary at this time to remain compliant with that IEP.

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

FUNDING: Expenses for the 2018-2019 regular school year and related services will not exceed \$722,388.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Children's Home of Stockton (CHS), NPS for the 2018-2019 School Year.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 5, 2018
SUBJECT: Approve Master Contract for Bayhill High School, NPS for the 2018-2019 School Year

BACKGROUND: Board approval is requested to contract for Non-Public School (NPS) placement for one student at Bayhill High School in Berkeley, CA. The District's Special Education administration would like to continue the contract with Bayhill High School pursuant to a confidential settlement agreement. Approval is necessary at this time to remain compliant with that confidential settlement agreement.

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

FUNDING: Expenses for the 2018-2019 regular school year and related services will not exceed \$49,192.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Bayhill High School, NPS for the 2018-2019 School Year.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 12, 2018
SUBJECT: **Approve Master Contract for Oak Grove – Jack Weaver School, NPS for the 2018-2019 School Year**

BACKGROUND: Board approval is requested to contract for Non-Public School (NPS) placement for one student at Oak Grove – Jack Weaver School, NPS in Murrieta, CA. The District's Special Education administration would like to continue the contract that Tracy Unified School District (TUSD) has had with Oak Grove – Jack Weaver School to provide the placement pursuant to the student's IEP. Approval is necessary at this time to remain compliant with that IEP.

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

FUNDING: Expenses for the 2018-2019 regular school year and related services will not exceed \$31,836.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Oak Grove – Jack Weaver School, NPS for the 2018-2019 School Year.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 26, 2018
SUBJECT: **Approve Agreement for Special Contract Services with the Boys and Girls Clubs of Tracy to Provide Services at McKinley Elementary School for the 2018-2019 School Year**

BACKGROUND: The Boys and Girls Clubs of Tracy has been providing after school services in the community at school sites for over 20 years. McKinley Elementary School is identified as an area of need due to low income families. The Boys and Girls Club has been operating after school services at McKinley for several years. Due to the success of the program, McKinley staff would like to continue our association with the Boys and Girls Club at McKinley as they provide after school services that the regular school program cannot, specifically academic tutoring and school wide sport participation.

RATIONALE: Students need a safe place to go and positive activities to associate with academic success. McKinley's partnership with the Boys and Girls Club provides a wealth of after school activities that are positive, academically enriching, team building, and community oriented. This Agenda supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: The total amount will not exceed \$8,000. The cost will be paid from Site Title I Categorical Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with the Boys and Girls Clubs of Tracy to Provide Services at McKinley Elementary School for the 2018-2019 School Year.

Prepared by: Carla Washington, Principal, McKinley Elementary 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 Boys & Girls Club of Tracy, 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 after school care to students of McKinley Elementary School, assist with homework, social skills, etc.

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 () | | HOURS | ☒ | DAYS, under the terms of this agreement at the following location McKinley Elementary School.

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

- a. District shall pay \$8,000 per | | HOUR | | DAY | ☒ | FLAT RATE, not to exceed a total of \$8,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | | SHALL | ☒ | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a | ☒ | MONTHLY PROGRESS BASIS | | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 6, 2018, and shall terminate on May 24, 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, Carla Washington, at () 830-3319 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

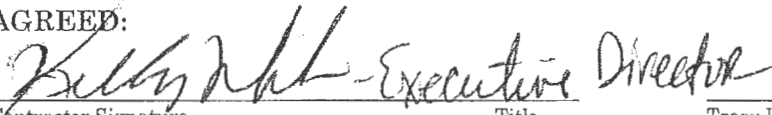
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:


Contractor Signature Title

Tracy Unified School District

IRS Identification Number

Executive Director

Title

753 W. Lowell Avenue

Address

Tracy, CA 95376

Date

01-3010-0-1110-1000-5800-280-3002

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: June 5, 2018
SUBJECT: **Approve Agreement for Special Contract Services with Keynote Speaker, Jeff Eben of How Many Wins Foundation to Provide Professional Development to Staff at Williams Middle School for the August 3, 2018 Site Pre-Service Day**

BACKGROUND: Williams Middle School has focused on creating a positive school culture through positive relationships with all stakeholders during the 2017-2018 school year. Williams Middle School will continue its efforts in motivating and challenging teachers and staff to build positive rapport with all stakeholders at Williams Middle School through the How Many Wins Foundation and Jeff Eben presentation at the August 3, 2018 District Pre-Service Day.

RATIONALE: The How Many Wins Foundation, founded by Jeff Eben, will focus on continuing the work of Williams Middle School administration to create a safe and positive environment for all stakeholders at Williams Middle School. Jeff Eben will support Williams Middle School in creating a culture of trust, collaboration and success through reflection. This Agenda request 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 for How Many Wins Foundation will not exceed \$1,500.00. Williams Middle School will use site funds to pay for this service.

RECOMMENDATION: Approve Agreement for Special Contract Services with Keynote Speaker, Jeff Eben of How Many Wins Foundation to Provide Professional Development to Staff at Williams Middle School for the August 3, 2018 Site Pre-Service Day

Prepared by: Mr. Miguel Romo, Principal, Williams Middle 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 How Many Wins Foundation, Jeff Eben, 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: Professional Development - Creating a positive school culture. Keynote speaker for staff during pre-service on August 3rd, 2018.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1.5 Hours () ☒ **HOURS** | ☐ **DAYS**, under the terms of this agreement at the following location Williams 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 \$1,500.00 per | ☐ **HOUR** | ☐ **DAY** ☒ **FLAT RATE**, not to exceed a total of \$1,500.00. 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 August 3, 2018, and shall terminate on August 3, 2018.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Miguel Romo, at (209) 830-3345 ext. 5474 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:

[Signature] CEO
Contractor Signature Title

IRS Identification Number

How Many The Employer
Title

5-733 N 6th St
Address

Fresno CA 93701

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Sheila Harrison, Associate Superintendent of Educational Services
FROM: Mayte Ramirez, Principal, North School
DATE: June 4, 2018
SUBJECT: **Approve Agreement for Special Contract Services between Nancy Fetzner and North School for the 2018/2019 School Year**

BACKGROUND: Nancy Fetzner has been providing North School teachers coaching in building language and writing strategies for the past three years. Teachers feel they learn something new every time they see her. Through program evaluation and the results of District and State assessments, staff has identified the need to work on building a more comprehensive writing program. Staff finds her suggestions for building language and instructional strategies very useful and request that Nancy Fetzner model writing lessons, provide critical feedback on teacher instruction of writing and reading, and continue training on writing for the Common Core State Standards. In addition, she will continue to work with grade level teams to plan and sequence their writing and reading curriculum incorporating the Common Core State Standards for the year.

RATIONALE: North students routinely perform below District standards on writing assessments. However, after having Nancy Fetzner work with staff, the writing scores have improved. Nancy Fetzner has presented at statewide conferences and is a highly respected writing coach. North School staff requests approval to bring this consultant to work with teachers. This in-service 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 #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 program will be paid out of site Title 1 funds and will not to exceed a total of \$10,000.00

RECOMMENDATION: Approve Agreement for Special Contract Services between Nancy Fetzner and North School for the 2018/2019 School Year.

Prepared by: Mayte Ramirez, Principal, North 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 Nancy Felzer Literacy Connection, Inc., hereinafter referred to as "Contractor,"

is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide professional development for teachers to expand their learning in reading and math with the Nancy Felzer Literacy Connections Program. The training will be conducted at North School on December 3 - 7, 2018

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 days/weeks () [] HOURS [X] DAYS, under the terms of this agreement at the following location North School.

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

- a. District shall pay \$ 2000.00 per [] HOUR [X] DAY [] FLAT RATE, not to exceed a total of \$ 10,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ n/a for the term of this agreement.

- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on December 3, 2018, and shall terminate on December 7, 2018.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Mayte Ramirez, at (209) 830-3350 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:

Nancy Fetzer CONSULTANT
Contractor Signature

IRS Identification Number

Nancy Fetzer's Literacy Connections, Inc.

Title

4805 5th Street #202

Address

Rainbow, CA 92028

Tracy Unified School District

Date

01-3010-0-1110-5800-340-3002

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: June 18, 2018
SUBJECT: Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide Project GLAD Coaching from August 1, 2018 through May 31, 2019

BACKGROUND: Project GLAD is a model of professional development in the area of language acquisition and literacy. The strategies and model promote English language acquisition, academic achievement, and cross-cultural skills. Project GLAD was developed and field-tested for nine years and is based on years of experience with integrated approaches for teaching language. Tied to CA ELD standards, the model trains teachers to provide access to core curriculum using local district guidelines and curriculum.

RATIONALE: Beginning in the 2012-13 school year, approximately 183 Tracy Unified School District (TUSD) teachers PK-12 grade have been trained in and are using Project GLAD instructional strategies in their classrooms. This instructional model provides clear, practical strategies promoting positive, effective interactions among students and between teachers and students. The classroom coaching model has proven to play an important role for teachers to better understand how to use the strategies and how to incorporate them into the curriculum in a meaningful manner. San Joaquin County Office of Education, Language and Literacy Department has agreed to Project GLAD coaching days to all teachers who have been through the initial training. The trained teams at each school site will work together on implementation and lesson design under the direction of a skilled coach. Additional support will be provided at one District Professional Development Day and provide additional training to the EL Steering Committee during the 2018-19 school year. In addition, several schools will also have training for their sites during Early Release Monday trainings. This Agenda Item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost for this coaching will be funded by Title I and Title III: 10 ELD steering Committee days at \$1,250 per day for an estimated total of \$12,500; 9 GLAD coaching days at \$1,250 per day for a total of \$11,250; 10 ELD Lesson Study days at \$1,500 (includes prep) per day for a total of \$15,000; 1/2 day ELD Standards & ELA/ELD Framework Overview for \$1,000. This contract will not exceed \$39,750.00 for the 2018-19 school year.

RECOMMENDATION: Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide Project GLAD Coaching from August 1, 2018 through May 31, 2019.

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 SJCOE Language and Literacy Department, 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: 10 ELD steering Committee days at \$1,250 per day for an estimated total of \$12,500; 9 GLAD coaching days at \$1,250 per day for a total of \$11,250; 10 ELD Lesson Study days at \$1,500 (includes prep) per day for a total of \$15,000; 1/2 day ELD Standards & ELA/ELD Framework Overview for \$1,000. Will not exceed \$39,750.00 for the 2018-19 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of thirty-five (35) () [] HOURS [X] DAYS, under the terms of this agreement at the following location TUSD (TBD).

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

- a. District shall pay \$ 39,750.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 39,750.00 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [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 30, 2019.

5. This agreement may be terminated at any time during the term by either party upon thirty (30) _____ days' written notice of termination delivered by certified mail, return receipt requested.
6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Julianna Stocking, at (209) 830-3200 ext. 1051 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [☒] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____

Title _____

Address _____

Tracy Unified School District _____

6/18/18

Date _____

Title 1/Title III _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____

MEMORANDUM OF UNDERSTANDING

San Joaquin County Office of Education's Language & Literacy Department and Tracy Unified School District Memorandum of Understanding, 2018-2019 School Year

This Memorandum of Understanding represents the agreed upon services to be provided to Tracy Unified School District hereinafter referred to as Tracy Unified by San Joaquin County Office of Education's Language & Literacy Department hereinafter referred to as Language & Literacy.

Language & Literacy will provide Tracy Unified with:

- 10 ELD steering Committee days at \$1,250 per day for an estimated total of \$12,500
- 9 GLAD coaching days at \$1,250 per day for a total of \$11,250
- 10 ELD Lesson Study days at \$1,500 (includes prep) per day for a total of \$15,000;
- 1/2 day ELD Standards & ELA/ELD Framework Overview for \$1,000.

Language & Literacy will accept a purchase order in the amount of \$39,750.00. Language & Literacy will invoice.

Changes regarding the dates of provision or the scope and/or nature of these services must be made by mutual agreement.

CERTIFICATION OF NON-EMPLOYMENT STATUS:

Language & Literacy certifies that at all times Language & Literacy is acting as an independent contractor and not an employee of Tracy Unified.

Tracy Unified agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and employees of the SJCOE against any and all claims which may result from this agreement. Language & Literacy agrees to make no claim against Tracy Unified for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agree Language & Literacy is not entitled to any such benefits.

Signatures of Authorized Representatives:

Director, Language & Literacy

San Joaquin County Office of
Education

Date

Division Director, Operations

San Joaquin County Office of
Education

Date

Associate Superintendent or Designee

Tracy Unified

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 20, 2018
SUBJECT: **Approve Agreement for Special Contract Services with San Joaquin County Office of Education; Artist-in-Schools Program at Central, Freiler, Villalovoz and Jacobson Schools for the 2018 -2019 School Year**

BACKGROUND: The San Joaquin County Office of Education, Artist-in-Schools Program, will provide artists to work with students, Kindergarten through eighth grade, at Central, Freiler, Villalovoz and Jacobson Schools for four to eight week sessions (depending on the school) during the 2018-2019 school year. Students will learn basic art concepts and carry out various art projects.

RATIONALE: In the past, the District has been fortunate enough to have the San Joaquin County Office of Education, Artist-in-Schools Program provide students with an opportunity to learn about art in a new way. This program was a wonderful success. Students and teachers were very pleased with not just the art, but with the full lessons presented during the art classes. Many students do not get the opportunity to use art in their homes or to go to museums. Opening their eyes to art is vital and increases their use of language in a meaningful context. The instruction builds on verbal skills and increases students' vocabulary. The art process helps to promote skills such as paying attention to details, critical thinking, reasoning and improving visual and spatial acuity. The art projects are used to enhance writing and reading project based learning for Common Core Standards. 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: These contracts are to be paid with Site, Parent Club and Site Categorical Funding. The Central School contract will not exceed \$7,744; to be paid from Site Title I funds. Jacobson School contract will not exceed \$5,292; to be paid from Site funds. Art Freiler School contract will not exceed \$3,024; to be paid from Freiler Staff Parent Association funds. Villalovoz School contract will not exceed \$3,234; to be paid from Parent Faculty Club funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with San Joaquin County Office of Education; Artist-in-Schools Program at Central, Freiler, Villalovoz and Jacobson Schools for the 2018 -2019 School Year.

Prepared by: Nancy Morgan Link, Principal, Central Elementary School



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

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

I. CONSULTANT AND/OR SERVICE DEFINED

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

II. TERM OF AGREEMENT

Services by SJCOE will begin: August 15, 2018 and the following dates See Attached

Number of classes: (22) Twenty-two classes 8-week sessions

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

Artist Contact: Mario 985-4435 donmario819@gmail.com; David 642-0863 graphitedad@gmail.com

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

III. COMPENSATION

In consideration of the services provided, Central Elementary will pay SJCOE the sum of \$7,744.00

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

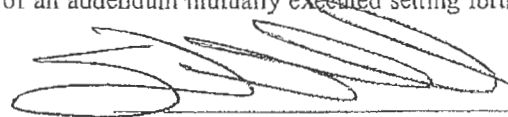
IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

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.

Central Elementary
1370 Parker Avenue, Tracy, CA 95376

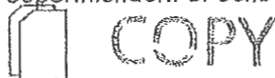

SANDRA WENDELL, COORDINATOR
ARTISTS-IN-SCHOOLS
03-28-18
Date

Date

CONTRACTING OFFICER
SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Date



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

MEMORANDUM OF UNDERSTANDING
(Jacobson/ Patti K, Inga, Sonya, Kelsey, Millie)

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

I. CONSULTANT AND/OR SERVICE DEFINED

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

II. TERM OF AGREEMENT

Services by SJCOE will begin: October 3, 2018 and the following dates See Attached

Number of classes: (27) Twenty-seven classes, divided into 6 groups 4-week sessions

Staff Contact at site: Principal Tania Salinas 830-3315 tsalinas@tusd.net

Artist Contact: Patti 482-7610 pz_kennedy@yahoo.com; Sonya 484-4465 sonya.marykay@yahoo.com;

Kelsey Cardoni 265-6105 kelseycardoni@yahoo.com; Inga Perry 740-8965 ingaperry@hotmail.com

Millie Jazulin 808-9680 mjazulin@gmail.com;

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

III. COMPENSATION

In consideration of the services provided, Jacobson School will pay SJCOE the sum of \$5,292.00

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

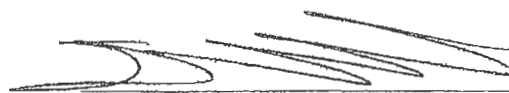
SJCOE shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of SJCOE. Proprietary materials will be exempted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

Jacobson School
4223 McDougald Blvd, Stockton, CA 95206

Date


SANDRA WENDELL, COORDINATOR
ARTISTS-IN-SCHOOLS

05-07-18
Date

CONTRACTING OFFICER
SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Date



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

ORIGINAL

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

I. CONSULTANT AND/OR SERVICE DEFINED

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

II. TERM OF AGREEMENT

Services to SJCOE will begin: January 9, 2019 and include the following dates See Attached

Number of classes: (14) Three 2nd, four 3rd, three 4th and four 6th grade classes 4-Week Sessions

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

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

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

III. COMPENSATION

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

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

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

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

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

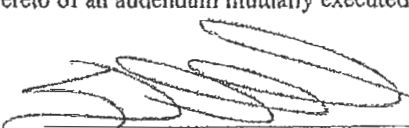
SJCOE shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of SJCOE. Proprietary materials will be exempted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

V. EXTENSION OF TERM

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

Art Freiler School
2421 W. Lowell, Tracy 95376

Date


SANDRA WENDELL, COORDINATOR
ARTISTS-IN-SCHOOLS

03-21-18
Date

CONTRACTING OFFICER
SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Date

Freiler Staff
Parent Assoc

EDUCATE • INNOVATE • INSPIRE



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

MEMORANDUM OF UNDERSTANDING
(Villalovoz/Kelsey, Sonya, Millie) **ORIGINAL**

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

I. CONSULTANT AND/OR SERVICE DEFINED

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

II. TERM OF AGREEMENT

Services by SJCOE will begin: September 4, 2018 and the following dates See Attached

Number of classes: (22) Twenty-two classes 3-week sessions

Staff Contact at site: Lisa Rodriguez 209-830-3331 ext. 8054 lmrodriguez@tmsd.net

Artist Contact: Kelsey 265-6105 kelseycardoni@yahoo.com; Sonya 484-4465 sonya.marykay@yahoo.com; Millie 808-9680 mjazulin@gmail.com

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

III. COMPENSATION

In consideration of the services provided, Villalovoz Elementary will pay SJCOE the sum of \$3,234.00

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.

Villalovoz Elementary
1550 Cypress Drive, Tracy, CA 95376

Date


SANDRA WENDELL, COORDINATOR
ARTISTS-IN-SCHOOLS

03-23-18
Date

CONTRACTING OFFICER
SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 15, 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>
Jones, Lisa School Psychologist/ Mental Health Coordinator	DEC	6/30/18	To Accept the School Psychologist/ Special Education Preschool Coordinator Position
Patchen, Kelly Assistant Principal, K-5	BES/ MES	6/30/18	To Accept Principal Position at Bohn Elementary

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Haim, Thomas Social Science	WHS	6/30/18	To Accept TOSA Position
Lacy, Noely Adapted PE	DEC	6/29/18	Personal
Thomas, Crystal SDC 6-8	WMS	6/30/18	Personal
Mesones, Maria SDC 6-8	MV	6/29/18	Personal
Lee, John Social Science	WHS	6/15/18	Personal
Karp, Wendy LSH	DEC	6/29/18	Personal

BACKGROUND:**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Alcazar, Maria Bus Driver	Transp	8/3/18	Accepted an 8 hour Bus Driver position
Young, Kelley Driver/Dispatcher	Transp	6/14/18	Accepted Secretary to the Director of MOT (Transportation) position

BACKGROUND:**CLASSIFIED RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Medeiros, Patricia Utility Person II	MOT	7/31/18
San Julian, Cynthia Human Resources Clerk	HR	7/1/18
Pulliam, Elaine Payroll Technician	Finance	9/1/18

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

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 15, 2018
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Alexander, Griffin

Anastasio, Rebecca

Des-Lauriers, Renee

Dunn, Jessica

Grant, Leah

Haim, Thomas

CERTIFICATED

Biology (Replacement)
Kimball High School
Class I, Step 1, "A", \$48,137
Funding: General Fund

Business (Replacement) (Intern)
West High School
Class I, Step 1, "A", \$48,137
Funding: General Fund

.8 FTE English/.2 FTE Cyber High
(Replacement)
Kimball High School
Class III, Step 1, "B", \$50,395
Funding: General Fund

.8 FTE Speech Language Pathologist
(Replacement)
Special Education
Class, Step 1, "A", \$45,948.24
Funding: Restricted Funds

6th Grade (Replacement)
North Elementary School
Class III, Step 14, "B", \$66,260
Funding: General Fund

TOSA (New)
Curriculum Specialist for English Learners
West High School
Class VI, Step 22, "B", \$93,286
Funding: Title I Funds

Putt, Angela	RSP (Replacement) Monte Vista Middle School Class I, Step 1, "A", \$48,137 Funding: Restricted Funds
Wakefield, Jennifer	2 nd Grade (Replacement) Art Freiler School Class I, Step 1, "A", \$48,137 Funding: General Fund
Wasurick, Ryan	.6 FTE Biology/.4 FTE Physics (Replacement) Tracy High School Class I, Step 1, "A", \$48,137 Funding: General Fund
Wood, Claire	.6 FTE Math (Replacement) Williams Middle School Class I, Step 1, "A", \$28,882.20 Funding: General Fund

BACKGROUND:

Camacho, Rebecca

**MANAGEMENT / CLASSIFIED
CONFIDENTIAL**

School Psychologist (Replacement)
Special Education
Class 8 - LMP, Step A
\$75,516.72
Funding: Mental Health

Jones, Lisa

School Psychologist/Special Education
Preschool Coordinator (Replacement)
Class 11 – LMP, Step H
\$111,333.88
Funding: Restricted Funds

Patchen, Kelly

Principal, K-5 (Replacement)
Bohn Elementary School
Range 54 - LME, Step C, \$544.29 per day
Funding: General Fund

BACKGROUND:

Alcazar, Maria

CLASSIFIED

Bus Driver (Replacement)
Transportation
Range 36, Step D - \$22.85 per hour
5 hours per day
Funding: Home to School Transportation

Johnson, Scott	Utility Person III (Replacement) MOT/Team 1 Range 36, Step A - \$18.95 per hour 8 hours per day Funding: Special Ed Transportation, General Fund
Otsuki, Shawn	Utility Person II (Replacement) MOT/DSC Range 35, Step B - \$19.41 per hour 8 hours per day Funding: General Fund
Young, Kelley	Secretary to the Director of Maintenance, Operations, and Transportation (Transportation) Transportation Range 40, Step E - \$25.12 per hour 8 hours per day Funding: Special Education Transportation, Home to School Transportation, General Fund Unrestricted

BACKGROUND:

Bravo, Rogelio

COACHES

Assist. Wrestling
West High
Stipend: \$3, 719.15

Buttram, Clayton III

Asst. Varsity Football
Kimball High
50% Stipend: \$2,418.96

Lovell, Ron

Sophomore Girls' Basketball
Kimball High
Stipend: \$4,465.00

Nelson, Charnice

Freshman Girls' Basketball
Kimball High
Stipend: \$3,719.15

Rebeiro, Rob

Asst. Varsity Football
Kimball High
50% Stipend: \$2,418.96

Starks, Demitris

Asst. Varsity Football
Kimball High
Stipend: \$4,837.92

Wells, John "Tony"

Freshman Boys' Basketball
Kimball High
Stipend: \$3,719.15

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 of Business Services
DATE: June 14, 2018
SUBJECT: **Approve the Local Control Accountability Plan (LCAP) for the 2018-2019 School Year**

BACKGROUND: Education Code Section 52060 requires that:

52060. (a) On or before July 1, 2014, the governing board of each school district shall adopt a local control and accountability plan using a template adopted by the state board.
- (b) A local control and accountability plan adopted by the governing board of a school district shall be effective for a period of three years, and shall be updated on or before July 1 of each year.
- (c) A local control and accountability plan adopted by the governing board of a school district shall include, for the school district and each school within the school district, both of the following:
- (1) A description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to Section 52052, to be achieved for each of the state priorities identified in subdivision (d) and for any additional local priorities identified by the governing board of the school district. For purposes of this article, a subgroup of pupils identified pursuant to Section 52052 shall be a numerically significant pupil subgroup as specified in paragraphs (2) and (3) of subdivision (a) of Section 52052.
 - (2) A description of the specific actions the school district will take during each year of the local control and accountability plan to achieve the goals identified in paragraph (1), including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state priorities listed in paragraph (1) of subdivision (d). The specific actions shall not supersede the provisions of existing local collective bargaining agreements within the jurisdiction of the school district.

The Local Control Accountability Plan (LCAP) requires that:

- Districts set annual goals addressing eight priority areas:
 - Basic Services
 - Implementation of CA State Standards
 - Parent Involvement
 - Pupil Achievement
 - Pupil Engagement
 - School Climate
 - Course Access
 - Other Pupil Outcomes
- Districts must determine specific metrics and actions to be taken to achieve those goals
- Districts must use a standard format to report the LCAP plan

- Districts must solicit input from various stakeholder groups, including school employees, a parent advisory committee, a separate EL parent advisory committee.
- Districts must hold at least one public hearing to discuss and adopt (or update) the LCAP. This hearing must solicit recommendations and comments from the public regarding expenditures proposed in the plan.
- The local school board must approve both the LCAP and the district budget prior to submission of the LCAP to the SJCOE no later than July 1, 2018.

RATIONALE: District staff members have solicited input from the required stakeholder groups by means of meetings and stakeholder surveys. Survey results and recommendations brought forth were analyzed and incorporated into the LCAP for 2018-19.

The June 12, 2018 public hearing was held to solicit further recommendations and comments from the public regarding anticipated actions and expenditures which will impact student learning for all pupils as well as at-risk pupils in TUSD as proposed in the LCAP plan.

FUNDING: No funding is required for this agenda item, but the results will impact the 2018 – 2019 and 2020-2021 budget decisions per state regulations.

RECOMMENDATION: Approve the Local Control Accountability Plan (LCAP) for the 2018-2019 School Year.

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
DATE: June 14, 2018
SUBJECT: Adopt the 2018-19 Annual School District Budget

BACKGROUND: Education Code Section 42127 requires that:

42127. (a) On or before July 1 of each year, the governing board of each school district shall accomplish the following:

- (1) Hold a public hearing on the budget to be adopted for the subsequent fiscal year. The agenda for that hearing shall be posted at least 72 hours prior to the public hearing and shall include the location where the budget will be available for public inspection.*
- (2) Adopt a budget. Not later than five days after that adoption or by July 1, whichever occurs first, the governing board shall file that budget with the county superintendent of schools. That budget, and supporting data, shall be maintained and made available for public review...*

(b) Commencing with budgets adopted for the 2015–16 fiscal year, the governing board of a school district that proposes to adopt a budget, or revise a budget pursuant to subdivision (e), that includes a combined assigned and unassigned ending fund balance in excess of the minimum recommended reserve for economic uncertainties adopted by the state board pursuant to subdivision (a) of Section 33128, shall, at the public hearing held pursuant to paragraph (1), provide all of the following for public review and discussion:

- (i) The minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.*
- (ii) The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.*
- (iii) A statement of reasons that substantiates the need for an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties for each fiscal year that the school district identifies an assigned and unassigned ending*

fund balance that is in excess of the minimum recommended reserve for economic uncertainties, as identified pursuant to clause (ii).

*(c) The county superintendent of schools shall do all of the following:
Examine the adopted budget to determine whether it complies with the standards and criteria adopted by the State Board of Education pursuant to Section 33127 for application to final local educational agency budgets. The superintendent shall identify, if necessary, any technical corrections that must be made to bring the budget into compliance with those standards and criteria. (2) Determine whether the adopted budget will allow the district to meet its financial obligations during the fiscal year and is consistent with a financial plan that will enable the district to satisfy its multiyear financial commitments.*

(3) (e) On or before September 8, the governing board of the school district shall revise the adopted budget to reflect changes in projected income or expenditures subsequent to July 1, and to include any response to the recommendations of the county superintendent of schools, shall adopt the revised budget, and shall file the revised budget with the county superintendent of schools. Prior to revising the budget, the governing board shall hold a public hearing regarding the proposed revisions, to be conducted in accordance with Section 42103. The revised budget, and supporting data, shall be maintained and made available for public review.

42127.6 The county superintendent shall review and consider studies, reports, evaluations, or audits of the school district that contain evidence that the school district is demonstrating fiscal distress under the standards and criteria adopted in Section 33127 or that contain a finding by an external reviewer that more than three of the 15 most common predictors of a school district needing intervention, as determined by the County Office Fiscal Crisis and Management Assistance Team, are present. If these findings are made, the county superintendent shall investigate the financial condition of the school district and determine if the school district may be unable to meet its financial obligations for the current or two subsequent fiscal years, or should receive a qualified or negative interim financial certification pursuant to Section 42131.

District Policy 3100, Budget, states that the Governing Board accepts responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, and priorities.

RATIONALE: During the board meeting of June 12, 2018, the Board of Trustees conducted a public hearing on the budget to be adopted for the subsequent fiscal year. At that same meeting, staff discussed the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget, the combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget, and made a

statement of reasons that substantiates the need for an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties for each fiscal year that the school district identifies an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties, as identified pursuant to clause. The proposed rationale for maintaining reserves in excess of three percent during the budget year was that TUSD is not only required to maintain a 3% reserve in the budget year, but in each of the subsequent two years. Planned deficit spending will erode the ending balance over three years. The current ending balance is required to meet the three year mandate.

In January of 2018, Governor Brown proposed the California State Budget for 2018-19. Because the State of California is the greatest source of funds for Tracy Unified School District operations, the Governor's January budget proposal is a key source of information for planning. His budget plan was revised in May, but has not yet been adopted by the California Legislature.

While the Governor and the legislature continue to develop a budget agreement, the San Joaquin County Office of Education (SJCOE) has offered guidelines for district budget development. The actual budget may differ from the budget ultimately adopted by the Governor and the legislature. However, the SJCOE guidelines allow the TUSD to develop a budget in accordance with mandated timelines.

Reserves for economic uncertainty are held at higher levels than recommended by the state board pursuant to subdivision (a) of Section 33128. These reserves are intended to meet the requirements of Education Code 42137.6 that a district demonstrate an ability to meet its financial obligations for the current or two subsequent fiscal years.

FUNDING: Given the budgeting guidelines offered by SJCOE, the ending balance from the 2016-17 school year is projected to be adequate to meet the planning obligation for the 2017-18, the 2018-19, and the 2019-20 school years. Therefore, the proposed budget complies with Education Code Section 33127 which sets forth standards and criteria to be reviewed and used by local educational agencies in the development of annual budgets and the management of subsequent expenditures from that budget. The proposed budget will allow the district to meet its financial obligations during the fiscal year, and to satisfy its multiyear financial commitments.

RECOMMENDATION: Adopt the 2018-19 Annual School District Budget.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: June 5, 2018
SUBJECT: **Authorize the Director of Food Services to Award Request for Proposal (RFP) Agreement for the 2018-2019 School Year Super Co-Op Product Distribution**

BACKGROUND: Tracy Unified School District Food Services Department belongs to Super Co-Op, which manages our Commodity Donated and Commodity Processed Foods. The Food Services Department plans to enter into a contract with a food distributor for delivery of those items, for the 2018-2019 School Year.

RATIONALE: A request for proposal (RFP) was disseminated to capable vendors. Approval of this agenda item gives authorization to the Director of Food Services to award the bid to remain compliant with all State and Federal Guidelines. Bid information will be received on June 25, 2018 and will be made available at the board meeting.

FUNDING: Funding for purchases are made through the Food Services Department budget, using Cafeteria Fund 13.

RECOMMENDATION: Authorize the Director of Food Services to Award Request for Proposal (RFP) Agreement for the 2018-2019 School Year Super Co-Op Product Distribution.

Prepared by: Brandy Campbell, Director of Food Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: June 15, 2018
SUBJECT: **Acknowledge Receipt of Administrative Regulation 1330.1 Community Rental of School District Facilities (Second Reading, Intent to Adopt)**

BACKGROUND: Based on years of interactions with multiple outside users procedures have been added in response to issues as they have been identified, Tracy Unified School District has developed a comprehensive administrative regulation governing rental of school facilities. Because the document has slowly grown in response to specific issues, the document became contained duplications and inconsistencies and was disorganized. In response to those duplications and inconsistencies, major revisions were made to the administrative regulation under the guidance from the district's attorney. Those revisions were approved at the beginning of the 2017-18 school year.

RATIONALE: The need for additional revisions was identified during the course of the 2017-18. Recommended deletions are stricken through. Recommended additions are printed in red. The revisions also include a recommended 3.5% increase in personnel related fees to reflect a negotiated increase in employee costs that was approved retroactive to July 1 of 2017.

FUNDING: This policy and administrative regulation will have no impact on funding.

RECOMMENDATION: Acknowledge Receipt of Administrative Regulation 1330.1 Community Rental of School District Facilities (Second Reading, Intent to Adopt).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: June 18, 2018
SUBJECT: Approve and Appoint the Selected Applicants for Specified Terms on the Measure B Bond Oversight Committee

BACKGROUND: When a school bond measure is authorized pursuant to Section 1 of Article XIII A of the California Constitution as amended with the passage of Proposition 39 which was approved by voters on November 7, 2000, the School Board is required to establish and appoint members to an independent oversight committee within 60 days following certification of the election. TUSD Board Policy BP 7215(a) General Obligation Bonds – Citizens’ Oversight Committee Policy and Regulations indicates the composition of committee members and terms for which the Board must appoint for service on the Oversight Committee.

RATIONALE: TUSD Board Policy BP 7215(a) indicates that the committee will consist of eleven members, one from each of the following categories: business community representative; senior citizens’ organizations; parent or guardian of a child enrolled in the District and active in a parent-teacher organization; bona fide taxpayer’s organization; and two at large members of the public. Additionally, there may be four (4) alternates who are non-voting members of the committee; however, if required to establish a quorum they will be allowed to vote. The district recruits all year for committee applicants on the TUSD Website and in the Annual Oversight Report to the Community.

The TUSD Board approved and appointed applicants for the Measure B Oversight Committee on September 26, 2017. The Committee members are being reappointed for the 2018/2019 year. Recommended changes in the Committee member terms are also included in the table below.

FUNDING: No funding implications.

RECOMMENDATION: Approve and Appoint the Selected Applicants for Specified Terms on the Measure B Bond Oversight Committee.

Prepared by: Bonny Carter, Director of Facilities and Planning

Fiscal Year 2018/19

Category	Name MEASURE B	2-Year Period
Bona fide Tax Org. Voting Member	Mitra Behnam	2 years 2018/19 -2019/20
Business Organization Voting Member	Cheryl Fowler	2 years 2017/18 - 2018/19
Parent or Guardian Voting Member	Benjamin Grover	2 years 2018/19 -2019/20
Senior Citizen Voting Member	Steven Listik	2 years 2017/18 - 2018/19
Parent Organization Voting Member	Roxane Bernhard	2 years 2018/19 -2019/20
At Large Voting Member	Teri Cunningham	2 years 2018/19 -2019/20
At Large Voting Member	Nicholas McGrew	2 years 2017/18 - 2018/19
Alternate Non-voting Member	Clara Styles	1 year renewable
Alternate Non-voting Member	Dan Green	1 year renewable
Alternate Non-voting Member	James Mousalimas	1 year renewable
Alternate Non-voting Member	Vacant	1 year renewable



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: June 18, 2018
SUBJECT: Approve Resolution No. 17-34 Authorizing the Governing Board to Delegate Powers to the Associate Superintendent for Business Services

BACKGROUND: The Board has approved resolutions each year since June 2006 designating the Associate Superintendent of Business Services to act on behalf of the governing Board to approve Notice of Completions, approve change orders, sign contracts, and accept and/or reject bids. Based on our need to act on projects in a timely manner, staff is requesting that the Associate Superintendent of Business Services be authorized to act on behalf of the governing Board on matters pertaining to the acceptance and/or rejection of bids for goods and services, the execution of contracts on behalf of the District, the execution of contract/agreements with consultants and contractors selected on a qualifications based criteria, and to approve Notice of Completions and Change Orders. This year the Facilities Department is expecting to award and/or amend or approve change orders on several contracts, primarily in order to start or continue work on summer projects; including although not limited to, deferred maintenance projects, work on Prop 39 Energy projects, work for bond measure projects such as the Central Elementary School and Clover/TLC Charter Schools, as well continue work on other miscellaneous projects including work on the Bohn School insurance project and repair work on the Kimball HS stadium field. Two Board members will be contacted for approval on items over \$50,000.

RATIONALE: Approval of this resolution will allow the Facilities Development Department to continue to accept bids, enter into contracts, enter into agreements based upon qualifications, close projects and make payments in a timely manner.

FUNDING: Various funding sources including: Deferred Maintenance, Prop. 39 Energy Funding, State School Facility Building Program, Charter School Facilities Program, Unrestricted Facilities General Fund, General Fund, Redevelopment, and Local Bonds.

RECOMMENDATIONS: Approve Resolution No. 17-34 Authorizing the Governing Board to Delegate Powers to the Associate Superintendent of Business Services.

Prepared by: Bonny Carter, Director of Facilities and Planning



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 17-34**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE TRACY UNIFIED SCHOOL
DISTRICT AUTHORIZING THE GOVERNING BOARD TO DELEGATE POWERS TO THE
ASSOCIATE SUPERINTENDENT OF BUSINESS SERVICES**

WHEREAS, Education Code section 35161, allows the governing board of any school district to delegate the execution of the powers delegated to it by law to the board or the district of which it is the governing board, to an officer or employee of the district;

WHEREAS, Education Code section 17604, provides for the power to contract invested in the governing board by education code to be delegated to the superintendent or any persons that he or she may designate;

WHEREAS, the Board designated delegate will limit use the of such powers as delegated by the Board as they relate to **rejecting** a bid when a valid protest is received or when informalities or irregularities exist in the bid documents or process, and when advised by an attorney and when waiting until the next scheduled board meeting would significantly impact the cost or schedule of a project;

WHEREAS, the Board designated delegate will limit use the of such powers as delegated by the Board as they relate to **accepting bids, execution of contracts and acceptance of substitution requests** when waiting until the next regularly scheduled board meeting would significantly impact the cost or schedule of the project and the scope of work has already been approved by the Board;

WHEREAS, the Board designated delegate will limit use the of such powers as delegated by the Board as they relate to **approving the Notice of Completion (NOC)** when waiting until the next regularly scheduled board meeting would significantly impact the cost or schedule of the project and the scope of work has already been approved by the Board;

WHEREAS, the Board designated delegate will limit use the of such powers as delegated by the Board as they relate to **approving Change Orders** when waiting until the next regularly scheduled board meeting would significantly impact the cost or schedule of the project and the scope of work has already been approved by the Board;

WHEREAS, no contract made pursuant to the delegation and authorization shall be valid, until approved or ratified by the governing board and evidenced by a motion of the governing board as duly passed and adopted;

NOW, THEREFORE BE IT RESOLVED that the Associate Superintendent for Business Services be and is hereby appointed and authorized to act on behalf of the governing board as a delegate of the governing board and is directed to act on the on matters pertaining to the acceptance and or rejections

of bids for goods and services, the execution of contracts on behalf of the District, and approval of Amendments, Notice of Completions and Change Orders;

BE IT FUTHER RESOLVED that a copy of this resolution, duly certified by the Clerk of the Board containing the signature of the authorized agent be sent to the County Superintendent of Schools and the Audit/Controller of San Joaquin County.

APPROVED, PASSED AND ADOPTED this 26th day of June, 2018 by the Board of Trustees of the Tracy Unified School District, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 12, 2018
SUBJECT: Acknowledge Revisions to Administrative Regulation 6158(e) Independent Study/Individualized Arrangement (Second Reading)

BACKGROUND: SB 828, *Effective June 27, 2016*, clarified that existing law requires a written agreement for each independent study pupil, not to exceed one school year, signed by prescribed individuals, and maintained on file.

RATIONALE: Currently, AR 6158(e) states that the duration of the independent study agreement can be in place for a maximum of one semester (or one half year if the school is on a year-round calendar). This time limit creates a large amount of unnecessary work for the independent study teacher, administrator, counselors, students and families because they have to meet twice a year to sign an agreement. In addition, this time limit requires all of the meetings to sign the agreements to happen at the beginning of the semester(s). The proposed change would align AR 6158(e) with the language in CA Ed Code 5147(c)(5) which states, "The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year" allowing the independent study team to write agreements for up to one year from the time they entered the program. In addition, doing the agreements from date-to-date spreads the meetings to sign the agreements over the entire school year.

FUNDING: There is no cost to this Administrative Regulation revision.

RECOMMENDATION: Acknowledge Revisions to Administrative Regulation 6158(e) Independent Study/Individualized Arrangement (Second Reading).

Prepared by: Sam Strube, Director of Adult Education and Career and Technical Education

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENT (Continued)**

A. Purpose and Scope

The Governing Board of a school district which maintains an elementary school, secondary school, an opportunity/program, a continuation school, summer school, work experience program, or special education program, may adopt rules and regulations which authorize any pupil enrolled to enroll in an independent study program of the district.

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel
5. Volunteer community service activities that support and strengthen student achievement

In addition, when requested by a parent/guardian due to an emergency, vacation, or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in his/her regular classes.

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

Equivalency

The District's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the District's adopted course of study within the customary time frame. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENT (Continued)**

The District shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

Provided that experienced certificated staff are available to effectively supervise students in independent study, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently. A student whose academic performance is not at grade level may participate in independent study only if the school is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose District residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

For a student with disabilities, as defined in Education Code 56026, participation in independent study shall be approved only if his/her individualized education program specifically provides for such participation. (Education Code 51745)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant and parenting students who are

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENT (Continued)**

primary caregivers for one or more of their children, shall be eligible for apportionment credit for independent study. (Education Code 51745)

B. General

Independent Study:

1. Definition: The Independent Study Program is an alternative to classroom instruction consistent with the District's course of study.
2. Rationale: There are times when it is in the student's best interest to include in his or her program, the Independent Study Program instead of, regular course assignments.
2. Scope: An individual student or group of students may engage in the Independent Study Program, on or off campus. The Independent Study Program may range from an activity as part of the regular class to an activity completely separate from the regular program.
4. The Independent Study Program or project need not be limited in time or geographical distance from school site.

Independent Study in the schools is an alternative educational program designed to serve students. The program also serves individuals who are over 18 years of age, up to 21.

The Independent Study Program is primarily for young people who are seeking alternatives to a regular high school education and has an acceptable reason for requesting Independent Study, due to the limitation of having only ten percent of the ADA enrolled in this program.

Student work is based on an Independent Study Agreement written by the student and teacher. This agreement governs such specifics as subject area, meeting times, course credit, and evaluation of student work.

Independent Study allows for flexible scheduling of student work. Of the student's "school time," 90% is spent on independent assignments at home, in the field, or on the job. Approximately 10% of the student's "school time" is spent working directly with the teacher, usually once a week. During these sessions, the teacher and student review

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENT (Continued)**

assigned work, evaluate progress, and make necessary modifications in the contract agreements.

1. Supervision: (1) The Tracy Adult School Principal shall serve as the Coordinator of Independent Study and be responsible for the administration and supervision of the Independent Study Program.
2. Coordination: A manual on Independent Study shall be made available to all students, parents, and the Independent Study teacher. The manual shall include guidelines and procedures including the following:
 - a. Identifying students appropriate for the program
 - b. Enrolling students in the program
 - c. Monitoring students' progress
 - d. Evaluating students' learning
3. Written Agreements: (1) Independent Study shall be based on a written agreement signed by the student, the student's parents or legal guardian for minor students, and the certificated supervisor, and any other person who has direct responsibility to provide instructional assistance to the student. (2) This agreement shall include, but not be limited to: (Education Code 51747; 5 CCR 11700)

A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but not be limited to, all of the following: (Education Code 51747; 5 CCR 11700)

- a. The manner, time, frequency, and place for submitting the student's assignments and for reporting his/her progress
- b. The objectives and methods of study for the student's work and the methods used to evaluate that work
- c. The specific resources, including materials and personnel that will be made available to the student

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENT (Continued)**

- d. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
- e. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one semester or one half year if the school is ~~on a year-round calendar~~ **school year**.
- f. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
- g. A statement that independent study is an optional educational alternative in which no student may be required to participate
- h. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

Before the student begins the independent study, the written agreement shall be signed and dated by the student, the parent/guardian or caregiver of the student if the student is under age 18, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student. (Education Code 51747; 5 CCR 11702)

D. Monitoring Student Progress

Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.

However, the independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of his/her written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENT (Continued)**

2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has missed the number of assignments specified in the written agreement as precipitating an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to a regular school program.

E. Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator shall be to:

1. Ensure that the district's independent study option is operated in accordance with law, Board policy, and administrative regulation and is substantially equal in quality and quantity to the classroom instruction
2. Obtain and maintain current information and skills required for the operation of an independent study program that meets established standards for the District's educational programs
3. Develop and manage the budget for independent study
4. Authorize the selection of certificated staff to be assigned as independent study teachers
5. Supervise any staff assigned to independent study functions that are not regularly supervised by another administrator
6. Approve or deny the participation of students requesting independent study
7. Facilitate the completion of written independent study agreements
8. Assure a smooth transition for students into and out of the independent study mode of instruction

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENT (Continued)**

9. Approve all credits earned through independent study and forward the information to the appropriate staff so that the information becomes part of the student's record
10. Complete or coordinate the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers and subject matter specialists assigned to work with independent study students.

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The principal and independent study administrator may recommend and the Superintendent shall approve the assignment of teachers to directly supervise independent study and/or work with students on specific subject matter. The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

The ratio of student average daily attendance to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district. (Education Code 51745.6)

The responsibilities of the supervising teacher shall be to:

1. Complete designated portions of the written independent study agreement and add additional information to the written agreement when appropriate
2. Supervise and approve coursework
3. Design lesson plans and make assignments
4. Maintain records of student assignments showing the date the assignment is given and the date the assignment is due
5. Provide direct instruction and counsel as necessary for individual student success
6. Regularly meet with the student to discuss the student's progress

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENT (Continued)**

7. Judge the time value of assigned work or work products completed and submitted by the student
8. Assess student work and determine and assign grades or other approved measures of achievement
9. Select and save representative samples of the student's completed and evaluated assignments for each subject, signed or initialed and dated in accordance with item #3 in the section on "Records" below
10. Maintain a daily or hourly attendance register in accordance with item #4 in the section on "Records" below
11. Maintain any other required records and files on a current basis

F. Records

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study.
2. A separate listing of the students, by grade level, program, and school, who have participated in independent study. This listing shall identify units of the curriculum attempted and units of the curriculum completed by students in grades K-8 and identify course credits attempted by and awarded to students in grades 9-12 and in adult education, as specified in their written agreements.
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher.
4. A daily or hourly attendance register, as appropriate to the program in which the students are participating, separate from classroom attendance records, and maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons.

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENT (Continued)**

The above records shall be maintained for three years, excluding the current fiscal year.

The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

Each school shall maintain records for the students at that school.

A written record of the findings of any evaluation conducted after the student has missed the number of assignments specified in Board policy shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

G. Forms Used and Additional References

Independent Study Agreement

H. Procedures

Admission to the Independent Study Program

Consistent with the California Education Code, the following process shall be followed for Independent Study for all schools within the District's schools.

1. The parent/Guardian submits request to Principal (K-8) who contacts the Independent Study office.
2. The parent or guardian and the student (9-12) shall submit a request for participation in the Independent Study Program to the student's counselor.
3. The counselor shall review the student's records, determine the feasibility of Independent Study and submit the student's request to the District Student Assistance Team. The Student Assistance Team will consist of an administrator for District high schools, the student's grade level counselor, the Tracy Adult School Principal, and other support staff as needed. The parent/guardian will be notified of the Student Assistance Team meeting to consider placement of the student in Independent Study and the opportunity for the parent/guardian to be present at the meeting.

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENT (Continued)**

The Student Assistance Team will review each student's request and determine if Independent Study is the appropriate program for the student. Typically, students in grades 9-12 must be enrolled in a comprehensive high school for at least one semester before being considered for the District's Independent Study Program. Exceptions to the one semester enrollment provision will be considered on an individual case by case bases. Entrance criteria for:

4. Independent Study shall include, but is not limited to one or more of the following:
 - a. Inappropriate behavior as documented by administrative records of disciplinary referrals and/or suspensions.
 - b. A pattern of irregular attendance as documented by school attendance records.
 - c. Habitual truancy
 - d. Failing grades as documented by academic records (deficiency notices, report cards, transcripts).
 - e. Temporary or short term medical problems not best served by home teaching
 - f. A genuine economic hardship within the student's immediate family that would prevent him/her from attending school on a full-time basis.

I. Reports Required

None

J. Record Retention

Records shall be maintained at the school site and shall include, but not be limited to:

- a. A copy of this board policy statement in current condition and pertinent administrative regulations.
- b. A file of all agreements, complete, and incomplete.

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENT(Continued)**

- c. A list of students who have participated in Independent Study which shows the credits/units attempted by and awarded to each student per agreement.
- d. The number of students successfully completing a contract or agreement.
- e. Grade and/or evaluation by units of study comparable to classroom work.
- f. Samples of student work which demonstrate quality and scope of study, especially for a typical student program.
- g. A school history in which the student has experienced difficulty in adapting to the regular curriculum and he/she has no other realistic educational options.
- h. If the Independent Study petition is denied, the parent has the right of appeal to the Director for Student Services. The Director for Student Services will review the appeal and his/her decision shall be final.

Students who are 18 years of age or older and are not currently enrolled in a school within the district will submit their request for Independent Study to the Independent Study Coordinator.

- j. The Local School Attendance Review Board and the District Disciplinary Review Board may also place students in the Independent Study Program.

Once the petition has been approved, the program coordinator shall identify the certificated staff member who will supervise the student's Independent Study Program. The Independent Study teacher shall define the appropriate curriculum under the following guidelines:

- 1. The student must complete at least 20 hours of homework per week.
- 2. One (1) credit per subject can be earned by correctly completing assignments that are typically finished in fifteen (15) hours of productive work by the average student.
- 3. The student must meet with the teacher at least once per week for at least one hour.

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENT (Continued)**

4. Typically, students will be limited to no more than two (2) subjects. However, in certain instances, a student who has demonstrated the ability to work effectively on an individual basis may be allowed to contract for additional.
5. A written curriculum plan must accompany each contract.

K. Travel Study

1. Travel study is a short-term independent study agreement arranged on school site by petitioning the counselor or principal. Must be a minimum of 5 consecutive school days.
2. Travel study students must request work from their regular teachers and must submit required assignments to receive credit.
3. Travel study is for a minimum of 5 consecutive school days and up to four weeks (20 school days) or less, unless special circumstances exist in which the principal extends the agreement for an additional 10 school days.
4. Travel study contract must be arranged and approved in advanced 10 school days prior to beginning travel study.
5. Principal has discretion to approve/disapprove contracts in regards to student's attendance and academic performance.
6. Travel Study Contract must be signed and approved by principal and returned to Attendance Office prior to student going on travel. Once the Principal signs your forms the dates cannot be changed.
7. All student work shall be turned in on assigned date of return as per Travel Study Contract.

L. Responsible Administrative Unit

Educational Services
Site Principals
Adult School Principal

M. Approved by Administrator of Division

Assistant Superintendent of Educational Services

TUSD Acknowledged: September 10, 2013



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 26, 2018
SUBJECT: Adopt Resolution No. 17-30 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for the 2018-2019 School Year and to Authorize Designated Personnel to Sign Contract Documents

BACKGROUND: Tracy Unified School District operates a State Preschool Program on the South/West Park Elementary School campus for which the District receives special State funding. Governing Board approval of the Resolution authorizing the District to enter into a contract is required for receipt of the funds each year. The authorized signatures are Dr. Casey Goodall, Associate Superintendent of Business Services and Julianna Stocking, Director of Alternative Programs.

RATIONALE: The State Preschool Program provides important educational opportunities for students ages 3 to 4. In addition, over half of the students are bilingual, and the preschool provides these students an additional opportunity for early English Language Acquisition. The State will provide approximately \$210,038 for the operation of this program. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the District.

RECOMMENDATION: Adopt Resolution No. 17-30 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for the 2018-2019 School Year and to Authorize Designated Personnel to Sign Contract Documents.

Prepared by: Julianna Stocking, Director of Alternative Programs



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #17-30
APPROVING THE APPLICATION AUTHORIZING THE DISTRICT TO
ENTER INTO A YEARLY CONTRACT WITH THE STATE FOR A CHILD
DEVELOPMENT PROGRAM FOR 2018-2019, AND TO AUTHORIZE
DESIGNATED PERSONNEL TO SIGN CONTRACT DOCUMENTS.**

WHEREAS, the Tracy Unified School District operates a State Preschool Program on the South/West Park Elementary School campus for which the District receives State funding; and

WHEREAS, the California Department of Education requires Governing Board approval of the resolution authorizing the District to enter into a contract to receive this State funding; and

WHEREAS, the authorized signatures for this contract are Dr. Casey Goodall, Associate Superintendent of Business Services and Julianna Stocking, Director of Alternative Programs.

NOW, THEREFORE BE IT RESOLVED, that the *Tracy Unified School District Board of Education* does hereby approve the application authorizing the District to enter into a yearly contract with the State for a Child Development Program for 2018-2019 and to authorize designated personnel to sign contract documents.

PASSED AND ADOPTED this 26th day of June, 2018 by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOTES:

ABSENT:

ABSTAIN:

**President
Board of Trustees
Tracy Unified School District**

Attested:

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

Clerk
Board of Trustees
Tracy Unified School District

**California Department of Education (CDE)
DIRECTIONS AND FORMS
FOR
CHILD CARE AND DEVELOPMENT CONTRACTS**

Please read the entire document carefully. This document contains:

- Directions for Contract Execution (page 2)
- Issues that will Delay Contract Execution (page 3)
- Resolution/Signature Authority (page 4)
- Sample Resolution (page 5)
- Frequently Asked Questions (pages 6-7)
- Checklist (page 8)
- Contractor Certification Clauses (CCC-04-2017) (pages 9-12)
- California Civil Rights Laws Certification (CO-005) (page 13)
- Contract (page 14)

DIRECTIONS FOR CONTRACT EXECUTION

1. Review the Funding Terms and Conditions (FT&C), applicable Program Requirements, and the General Terms and Conditions (GTC 04/2017). If you are a State Agency or University, review the General Terms and Conditions for Interagency Agreements (GIA 610).

All of the above can be found at the following link:

<http://www.cde.ca.gov/fg/aa/cd/ftc2018.asp>

2. Print **two (2) copies of this document** beginning with the Checklist through the Contract (pages 8-14), ***single-sided only***. Do not alter documents in any way.
 - a. Confirm that the printed pages are legible. If the contract language is cut off at the margin, follow the link below to correct the problem:
<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
3. Have **both** copies of the contract and all required documents filled out completely and signed by the authorized official.
 - Sign documents in ***blue ink*** only;
 - **Contracts signed in black ink, stamped signatures, or copies will NOT be accepted.**
 - Print name, title, and address where requested.
4. **Public agencies only** - Attach a copy of a resolution by the local governing body authorizing the execution of **each** contract.
 - ***Contracts will not be executed prior to board approval.***
5. Mail (e-mail not accepted) signed contracts and all completed documents *as soon as possible* to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 1802
Sacramento, CA 95814-5901**

ISSUES THAT DELAY CONTRACT EXECUTION

The following issues will delay contract execution and payment:

- Documents are unsigned, incomplete, or not returned.
- Contracts are mailed to the incorrect address.
- Contracts are e-mailed.
- The contract is not signed with original signatures in *blue ink*.
- The contract was printed illegibly, double-sided, or formatting has been changed.
- The individual signing the contracts does not have signature authority to enter into contractual agreements with the CDE.

RESOLUTION/SIGNATURE AUTHORITY

PUBLIC AGENCIES

According to the *State Contracting Manual, Volume 1*, when one of the contracting parties is a county, city, district, or other local public body, the contract shall be accompanied by one of the following documents from the local governing body authorizing execution of the agreement:

- Board resolution; or
- Board minutes; or
- Board policy

Please submit one resolution per contract type.

County Offices of Education

A resolution is not required ***IF*** the County Superintendent signs the contract. If anyone else signs, signature authority is required.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

PRIVATE AGENCIES

Generally, the Executive Director, Owner, President, etc. are the authorized signers. *If an individual with a different title than above signs the contract*, provide one of the following indicating the signee has the authority to enter into and sign contractual agreements with the CDE:

- Letter on company letterhead;
- Board Resolution; or
- Board Minutes

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2018-19.

RESOLUTION

BE IT RESOLVED that the Governing Board of Tracy Joint Unified School District

authorizes entering into local agreement number 17-30 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Julianna Stocking	Director, Alternative Programs	
Casey Goodall	Assoc Supt of Business Services	

PASSED AND ADOPTED THIS _____ day of _____ 2018, by the
Governing Board of Tracy Joint Unified School District
of San Joaquin County, in the State of California.

I, _____, Clerk of the Governing Board of
Tracy Joint Unified School District, of San Joaquin _____, County, in the
State of California, certify that the foregoing is a full, true and correct copy of a resolution
adopted by the said Board at a regular _____ meeting thereof held at a
regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

FREQUENTLY ASKED QUESTIONS

BOARD RESOLUTIONS/SIGNATURE AUTHORITY

Do I need to provide a resolution and signature authority for an original contract?

Public Agency

Yes, you need a resolution authorizing the contract. You also need to provide signature authority for the person signing the contract, if someone other than the Superintendent signs. See the sample provided on the previous page.

Private Agency

The CDE does not require a resolution from a private agency. However, if an employee who is not the Executive Director, Owner, or President, etc. has signed the contract, signature authority is required. This can be provided by a resolution or letter on letterhead from the Executive Officer.

Do I need a resolution for an amendment?

If the resolution for the original contract specified the contract amount, a resolution containing the amended contract amount is required.

In addition, signature authority will be required if the person signing the amendment was not included as an authorized signer on the original resolution.

I work for a County Superintendent of Schools. Does my contract need a resolution?

Because County Superintendents have the authority to enter into contracts without board approval, a resolution is not required *IF* the County Superintendent signs the contract.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

CONTRACT COPIES

Can we e-mail copies of the signed contract?

No. CDE can only accept contracts with original signatures at this time.

Why do I have to make two copies of the contract?

So that once the contract is executed, CDE can send you a signed original.

FEDERAL ID NUMBER

What is my Federal ID number?

An Employer Identification Number (EIN) is also known as a Federal Tax Identification

Number, and is used to identify a business entity. Use this number to fill in the CCC-4/2017 form.

PRINTING ERRORS

What is a misprint?

A misprint occurs when the contract is printed illegibly, double-sided, or a change has been made to the formatting. Common examples are:

- The text on the left margin of the contract has been cut off. Fix problem here:
<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
- Toner issues cause the print to be illegible.
- The contract has been printed double-sided.
- Space has been added or deleted.

If this occurs, and the contract is sent to CDE, you will receive an e-mail asking you to re-print, re-sign and return a correctly printed contract. Contracts that have been altered in any way are unacceptable.

CONTACT INFORMATION

When should I contact the Contracts Office?

If you have a question regarding the status of the contract or questions about any of the attached documents, please contact the following:

Counties A-N Gabrielle Gonzales GGonzales@cde.ca.gov

Counties O-Y Favio Flores fflores@cde.ca.gov

For questions regarding contract terms such as MDO, MRA, etc., contact the assigned Fiscal Analyst or EESD Consultant.

Direct all contract correspondence to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 1802
Sacramento, CA 95814-5901**

CONTRACT CHECKLIST

Please note that every form is required.

Contractor name Tracy Joint Unified School District Contract # CSPP-8517

Place a check mark next to each item being returned.

- ☐ Checklist
- ☐ **Two (2)** signed (in blue ink) child care contracts with original signatures
 - Did you include your printed name, title, and address?
 - Is all of the contract language visible?
- ☐ **Two (2)** signed Contractor Certification Clauses (CCC-4/2017)
 - Did you fill in ALL spaces including Federal ID Number?
- ☐ **Two (2)** signed California Civil Rights Laws Certifications (CO-005)
- ☐ Board resolution or minutes authorizing execution of contract and/or authorizing delegation of authority (if applicable)

Mail all signed contracts and completed documents *as soon as possible* to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 1802
Sacramento, CA 95814-5901**

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Tracy Joint Unified School District		<i>Federal ID Number</i> 95-1055500
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Julianna Stocking, Director of Alternative Programs		
<i>Date Executed</i> 	<i>Executed in the County of</i> San Joaquin	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO

REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i> Tracy Joint Unified School District		<i>Federal ID Number</i> 95-1055500
<i>By (Authorized Signature)</i> <div style="height: 40px; border: 1px solid black;"></div>		
<i>Printed Name and Title of Person Signing</i> Julianna Stocking, Director of Alternative Programs		
<i>Date Executed</i> <div style="height: 40px; border: 1px solid black;"></div>	<i>Executed in the County and State of</i> San Joaquin	

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 18 - 19

DATE: July 01, 2018

CONTRACT NUMBER: CSPP-8517

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 39-7549-00-8

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** TRACY JOINT UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 18-19, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2018 through June 30, 2019. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$45.73 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$10,038.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 4,593.0

Minimum Days of Operation (MDO) Requirement 180

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Forms shown with an asterisk (*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2018.asp>

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Julianna Stocking, Director of Alternative Programs			
TITLE Contract Manager		ADDRESS 1875 W. Lowell Ave., Tracy, CA 95376			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 210,038	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-7549				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 210,038	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		187			
SIGNATURE OF ACCOUNTING OFFICER		T.B.A. NO.		B.R. NO.	



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 15, 2018
SUBJECT: Adopt Revisions to Board Policies and Acknowledge Administrative Regulations
(Second Reading)

BACKGROUND: On October 5, 2017, Governor Jerry Brown signed in to law AB 699, which establishes certain protections for immigrant students in California. AB 699 went into effect on January 1, 2018 and requires that all local educational agencies in California implement additional protections to ensure that all students, regardless of immigration status or country of birth, have the opportunity to pursue their education without undue fear or risk. Part of this process includes the requirement to update discrimination policies. There are several Board Policies and Administrative Regulations identified by CSBA as needing revision to address requirements of AB 699. Some require revision to match current California School Boards Association (CSBA) language or will be adopted as new policies.

RATIONALE: The attached policies and administrative regulations required changes to match CSBA guidelines, or are being proposed as new policies to adopt. Unless specifically stated, all of the proposed changes reflect language proposed by the California School Boards Association.

BP/AR	Required Change	Notes
BP 1312.3 Uniform Complaint Procedures	Adopt revised BP 1312.3	There are a few proposed changes that reflect updates in CSBA recommended language as well as requirements under Federal Program Monitoring. Additions are marked in bold. Deletions are marked with a strike through.
BP 5111 Admission	Adopt revised BP 5111	The proposed changes impact most of the language of this BP as it has not been updated since being adopted in 1998. Additions are marked in bold. Deletions are marked with a strike through.
AR 5111 Admission	Acknowledge revised AR 5111	The proposed changes impact much of the language of this AR based on changes to Kindergarten enrollment as well as the new immigration law. Additions are marked in bold. Deletions are marked with a strike through.
AR 5125 Student Records	Acknowledge revised AR 5125	The proposed changes impact most of the language of this AR as it has not been updated since being acknowledged in 1998. Additions

		are marked in bold. Deletions are marked with a strike through.
AR 5125.1 Release of Directory Information	Acknowledge revised AR 5125.1	The proposed changes impact much of the language of this AR. Additions are marked in bold. Deletions are marked with a strike through.
BP 5131.2 Bullying	Adopt revised BP 5131.2	The proposed changes impact most of the language of this BP. Additions are marked in bold. Deletions are marked with a strike through.
BP 5145.13 Response to Immigration Enforcement	Adopt new BP 5145.13 and rescind BP 5145.13 Research on Students	The proposed BP is new, and does not replace any existing BP or AR. The proposed BP exactly replicates the language recommended by CSBA. The language of the rescinded BP 5145.13 Research on Students will be incorporated into new AR6162.8.
AR 5145.13 Response to Immigration Enforcement	Acknowledge new AR 5145.13	The proposed AR is new, and does not replace any existing BP or AR. The proposed AR exactly replicates the language recommended by CSBA.
BP 5145.3 Nondiscrimination/ Harassment	Adopt revised BP 5145.3	The proposed changes impact most of the language of this BP. Additions are marked in bold. Deletions are marked with a strike through.
BP 6162.8 Research	Adopt revised BP 6162.8	The proposed changes reflect updates to match CSBA language. Additions are marked in bold. Deletions are marked with a strike through.
AR 6162.8 Research	Acknowledge new AR 6162.8	The proposed AR is new, and replaces the rescinded BP 5145.13 Research on Students. The proposed AR replicates the language recommended by CSBA with language from the rescinded BP 5145.13 Research on Students to reflect district practices.

FUNDING: Not Applicable.

RECOMMENDATION: Adopt Revisions to Board Policies and Acknowledge Administrative Regulations (Second Reading).

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 25, 2018
SUBJECT: Adopt 2018-2019 High School (9-12) Student Handbook

BACKGROUND: The High School Handbook contains various rules and policies that allow Tracy Unified Schools to provide a safe and equitable learning environment for all students and staff.

RATIONALE: Revise High School (9-12) Student Handbook to keep it current with the existing California Education Codes, laws and California School Advisory Board (GAMUT) suggested language and to add interventions outlined in E.C. 48900.5, progressive discipline steps as well as to make language consistent in the Handbook, Board Policy and California Education Code.

FUNDING: None

RECOMMENDATION: Adopt 2018-2019 High School (9-12) Student Handbook.

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: May 25, 2018
SUBJECT: Adopt 2018-2019 Elementary/Middle School Student Handbooks

BACKGROUND: This handbook contains various rules and policies that allow Tracy Unified Schools to provide a safe and equitable learning environment for all students and staff.

RATIONALE: Revise Elementary/Middle School Student Handbook to keep it current with the existing California Education Codes, laws and California School Advisory Board (GAMUT) suggested language and to add interventions outlined in E.C. 48900.5, progressive discipline steps as well as to make language consistent in the Handbook, Board Policy and California Education Code.

FUNDING: None

RECOMMENDATION: Adopt 2018-2019 Elementary/Middle School Student Handbooks.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 18, 2018
SUBJECT: **Approve Appointment of Parent Representatives to San Joaquin Special Education Local Plan Area Community Advisory Committee**

BACKGROUND: The Community Advisory Committee is a Federal and State requirement and functions as part of the San Joaquin County Special Education Local Plan Area (SELPA). They are advisory to the governance council and provide meaningful input into the services and programs for student with special needs. The term is usually for two years and the goal is promote maximum interaction between the community and the schools. The main purpose of the CAC is to assure open and free flow of information from the special education administration to the entire community. In turn information is funneled from the community to the special education administration. The CAC advises the special education administration regarding community opinions, concerns and recommendations that will lead to improved special education programs and service to individuals with exceptional needs.

RATIONALE: Based on the size of the District and the number of students receiving special education services in Tracy, Tracy Unified has been allocated two seats for parent representatives on the community advisory committee. Appointment of Cari Edwards and Sharelle McIntyre as the parent representatives will fill those vacancies and provide for the sharing of information as described above.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Appointment of Parent Representatives to San Joaquin Special Education Local Plan Area Community Advisory Committee

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources

SAN JOAQUIN COUNTY SELPA COMMUNITY ADVISORY COMMITTEE (CAC)

Application for Appointed Representation (Voting Membership)

The Community Advisory Committee (CAC) is a collaborative committee to assure open and free flow of information among education, the special education local plan governance, and all of the community stakeholders. The CAC advises the special education administration regarding community opinions, concerns, and recommendations that will lead to improved special education programs and services to individuals with exceptional needs. Appointed representatives will serve a two (2) year term.

Name: _____
Address: _____
Street City State Zip Code
Email: _____
Phone: _____ School District: _____

I am applying as:

- ☐ Parent of an individual with exceptional needs representative: _____
☒ Parent in the Special Education Local Plan area representative: _____
☐ Educational Representative – Local Education Agency (LEA): _____
☐ Agency Representative – Agency: _____
☐ Student/Adult with Special Needs Representative – LEA/Agency: _____

What do you feel you can contribute to the CAC? _____

How did you hear about the CAC? by disability _____

Have you attended any CAC business meetings? ☒ Yes ☐ No

Signature: _____ Date: 8-15-10

Parent representative applications shall be sent to their school district special education director for district board approval. All other applications shall be sent to the agency director for agency board approval.

LEA Administrative Signature: _____ Title: _____

LEA Board Approval Date: _____

Agency to complete the information below

Approved by Agency Director: _____ Date: _____
(Name & Title)

Total number of CAC members currently represented by the agency: _____



Please send District approval form to:
San Joaquin County SELPA – CAC
2707 Transworld Drive
Stockton, CA 95206



Or email sjcoecac@sjcoe.net. Any questions? Please call (209) 468-4928.

Tchristensen@tucd

SAN JOAQUIN COUNTY SELPA COMMUNITY ADVISORY COMMITTEE (CAC)

Application for Appointed Representation (Voting Membership)

The Community Advisory Committee (CAC) is a collaborative committee to assure open and free flow of information among education, the special education local plan governance, and all of the community stakeholders. The CAC advises the special education administration regarding community opinions, concerns, and recommendations that will lead to improved special education programs and services to individuals with exceptional needs. Appointed representatives will serve a two (2) year term.

Name: Cari Edwards
 Address: [Redacted] CA 95304
Street City State Zip Code
 Email: [Redacted]
 Phone: [Redacted] School District: Tracy Unified

I am applying as: voting member

- ☒ Parent of an individual with exceptional needs representative: Yes TUSD (TLC) (current)
- ☒ Parent in the Special Education Local Plan area representative: CAC Red El Dorado
- ☒ Educational Representative – Local Education Agency (LEA): Charter SELPA
- ☒ Agency Representative – Agency: _____
- ☒ Student/Adult with Special Needs Representative – LEA/Agency: _____

What do you feel you can contribute to the CAC? I am a parent child with disability + advocate in my community helping other parents

How did you hear about the CAC? Decoding Dyslexia

Have you attended any CAC business meetings? ☒ Yes ☐ No

Signature: [Signature] Date: 5-31-18

Parent representative applications shall be sent to their school district special education director for district board approval. All other applications shall be sent to the agency director for agency board approval.

LEA Administrative Signature: _____ Title: _____

LEA Board Approval Date: _____

Agency to complete the information below

Approved by Agency Director: _____ Date: _____
(Name & Title)

Total number of CAC members currently represented by the agency: _____



Please send District approval form to:
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 2707 Transworld Drive
 Stockton, CA 95206



Or email sjcoecac@sjcoe.net. Any questions? Please call (209) 468-4928.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Christensen, Associate Superintendent of Human Resources
DATE: June 15, 2018
SUBJECT: **Adopt Resolution 17-33, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds**

BACKGROUND: Pursuant to Education Codes 45117 and 45114, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to eliminate certain classified positions due to lack of work or lack of funds.

RATIONALE: Elimination of certain classified positions are needed due to lack of work or lack of funds.

RECOMMENDATION: Approve Resolution 17-33, Authorizing the Elimination of Certain Classified Positions due to Lack of Work or Lack of Funds.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 17-33**

**RESOLUTION FOR A REDUCTION IN CLASSIFIED STAFF DUE TO
LACK OF WORK/LACK OF FUNDS**

WHEREAS, Education Codes §45117 and §45114, Board Policy and the Collective Bargaining Agreement between the Tracy Unified School District and the California School Employees Association permit the Governing Board to eliminate the number of classified positions due to lack of work or lack of funds:

WHEREAS, the Governing Board of the Tracy Unified School District has determined that it shall be necessary to eliminate the following positions in the District not later than August 27, 2018 due to lack of work or lack of funds:

- a. Eliminate one (1) 4.5 hour/10 month IEP Para Educator I position
- b. Eliminate two (2) 4.0 hour/10 month IEP Para Educator I position

NOW, THEREFORE, BE IT RESOLVED that as of the close of the business day on August 27, 2018, the above referenced classified positions shall be eliminated.

BE IT FURTHER RESOLVED, that the Superintendent, or Superintendent's designee, is authorized and directed to give notice to the affected classified employees pursuant to the District rules and regulations and applicable provisions of Education Code not later than sixty (60) days prior to the effective day of layoff as set forth above.

ADOPTED by the Governing Board of Tracy Unified School District on June 26, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President

Board of Trustees

Tracy Unified School District

Attested:

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

Clerk

Board of Trustees

Tracy Unified School District



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 20, 2018
SUBJECT: Approve Revised Days of Service for Assistant Principal K-5

BACKGROUND: The Days of Service for the Assistant Principals at the K-5 schools is being adjusted from 195 days of service to 200 days of service. Adjusting the days of service to 200 days will allow those administrators to work all instructional days and District required days.

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

FUNDING: Funding Source: General Fund

RECOMMENDATION: Approve the revised Days of Service contained in the Assistant Principal K-5 job description.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Assistant Principal, Elementary (K-5)

DEPARTMENT/DIVISION: K-5 Elementary Schools

POSITION SUMMARY: The Assistant Principal, Elementary (K-5), will serve 195 200 days a year with normal working hours from 8:00 a.m. to 5:00 p.m.

The Assistant Principal, Elementary (K-5), under the direction of the school site principal, assumes responsibilities in administration of school curriculum, instructional programs, staff development, guidance and evaluation of staff, and general administrative functions.

ESSENTIAL FUNCTIONS:

1. Assists supervising principal in administration of the school curriculum, instructional program, staff and physical facilities.
2. Assists in the coordination, implementation and development of all school activities and related organizations.
3. Assists in the implementation of student discipline, guidance and counseling and school-wide supervision scheduling.
4. Assists in planning and scheduling, student-teacher and parent-teacher conferences.
5. Assists in monitoring and implementing Board policies, administrative procedures and school budget.
6. Maintains system for handling local school reports and records.
7. Assists in selection and employment of certificated and classified personnel.
8. Assists in the evaluation and staff development of all certificated and classified personnel.
9. Utilizes the school operation to promote effective parent and community relationships.
10. May direct faculty meetings, encourage teachers to participate in curriculum development, decision making, and the assumption of responsibility for active participation.
11. Participates as a member of the District management team, makes recommendations for District policy and assists in the formation of District curriculum goals and objectives.
12. Assists the principal with attendance records and reports, scheduling, and budgetary accounting.
13. Participates in School Site Council, Open House, Back to School Night and other related school/community events and organizations.
14. Provides classroom instructional support programs and services.
15. Attends IEPs and SSTs.
16. Serves as acting principal in the absence of the principal.
17. Maintains regular and prompt attendance in the workplace.
18. Performs other duties as assigned by supervising principal.

POSITION TITLE: Assistant Principal, Elementary (K-5)

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. Previous school site teaching or administrative experience preferred. Valid California Administrative Service Credential, or enrolled in an approved Administrative Internship program, valid California Teaching Credential required. Master's Degree preferred.

SKILLS AND QUALIFICATIONS:

1. Knowledge of elementary school curriculum.
2. Ability to provide strong instructional leadership.
3. Knowledge and understanding of effective instructional strategies.
4. Knowledge of intermediate computer skills.
5. Ability to communicate effectively, orally and in writing.
6. Strong interpersonal skills.
7. Ability to maintain cooperative working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Enter data into a computer terminal/typewriter and operate standard office equipment.
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 for extended periods of time.
7. Walk and bend over.
8. Reach overhead, grasp, push/pull.
9. Lift and/or carry up to 75 pounds at waist height for short distances.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors and outdoors in a standard office and/or classroom environment, on the playground, and come in direct contact with school site staff, students and the public.

DAYS OF SERVICE: 195–200

SALARY: LME 51

BOARD APPROVED:

6/12/07

Rev. (range only) 2.23.16