

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, NOVEMBER 13, 2018

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

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

A G E N D A

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| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: D. Arriola, J. Costa, W. Gouveia, T. Guzman, B. Pekari, 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 Finding of Fact – #18-19/#14, #18-19/#15, #18-19/#16, #18-19/#17, #18-19/#18, #18-19/#19, #18-19/#20 | |
| | 3.2.2 Application for Reinstatement #18-19/#2, #18-19/#3 | |
| | Action: Motion__; Second__. Vote: Yes__; No__; Absent__; Abstain__ | |
| | 3.3 Human Resources: | |
| | 3.3.1 Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 310, Pursuant to Article XXIII | |
| | Action: Motion__; Second__. Vote: Yes__; No__; Absent__; Abstain__ | |
| | 3.3.2 Conference with Legal Counsel – existing litigation (G.C. 54956.9(a))
-CSEA v. TUSD, Tree Trimming Arbitration
- Adopt Arbitrator Recommendation in Accordance with Article XXXIII, Grievance Procedure, of CSEA Master Agreement | |
| | Action: Motion__; Second__. Vote: Yes__; No__; Absent__; Abstain__ | |
| | 3.3.3 Consider Public Employee/Employment/Discipline/Dismissal/Release | |
| | Action: Motion__; Second__. Vote: Yes__; No__; Absent__; Abstain__ | |
| | 3.3.4 Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique | |

Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Finding of Fact – #18-19/#14, #18-19/#15, #18-19/#16, #18-19/#17, #18-19/#18, #18-19/#19, #18-19/#20

Action: **Action:** Motion___; Second___ **Vote:** Yes___; No___; Absent___; Abstain___

6b Report Out of Action Taken on Application for Reinstatement #18-19/#2, #18-19/#3

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

6c Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 310, Pursuant to Article XXIII

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

6d Report Out of Action Taken on Adopt Arbitrator Recommendation in Accordance with Article XXXIII, Grievance Procedure, of CSEA Master Agreement

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

7. Approve Special Minutes of October 17, 2018.

1-4

Action: Motion___; Second___ **Vote:** Yes ___; No ___; Absent ___; Abstain___

Approve Regular Minutes of October 23, 2018.

5-10

Action: Motion___; Second___ **Vote:** Yes ___; No ___; Absent ___; Abstain___

8. Student Representative Reports: Tracy High: Madison Kelley and Anthony Santiago;
West High: Veronica Martinez Mota, Brooke Ramirez, and Diego Aguirre

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

9.1 Williams Middle School Presentation

9.2 Recognize the Outstanding Employees of the Fall Term for the 2018-2019 School Year **11**

10. Information & Discussion Items: An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.

10.1 Administrative & Business Services:

10.1.1 Receive Report on the Draft Preliminary Environmental Assessment **12-13**
Report for Tracy High School Proposed Parking Lot Expansion
(Separate Cover Item)

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

12. PUBLIC HEARING: None.

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

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

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

13.1 Administrative & Business Services:

- | | | |
|---------------|---|--------------|
| 13.1.1 | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 14-17 |
| 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 | 18-19 |
| 13.1.3 | Accept the Parent Organization/Booster Club Applications Submitted for the 2018/19 School Year | 20-21 |
| 13.1.4 | Approve Accounts Payable Warrants (October, 2018)
(Separate Cover Item) | 22 |
| 13.1.5 | Approve Payroll Reports (October, 2018) | 23-27 |
| 13.1.6 | Approve Revolving Cash Fund Reports (October, 2018) | 28-30 |
| 13.1.7 | Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 31-32 |

13.2 Educational Services:

- | | | |
|---------------|--|--------------|
| 13.2.1 | Ratify Client Services Agreement with Pro Care Therapies Inc. for Speech and Language Services | 33-41 |
| 13.2.2 | Ratify Independent Contractor Agreement for Services with Psyched Services for Psych Services | 42-59 |
| 13.2.3 | Ratify Independent Contractor Agreement for Services with Rick Bledsoe, ATP for Assistive Technology Services for the 2018-2019 School Year | 60-76 |
| 13.2.4 | Agreement for Special Contract Services with Solution Tree Inc. to Provide Professional Development for Teachers at Villalovoz School on March 1, 2019 | 77-83 |
| 13.2.5 | Approve Overnight Travel for Forty-Eight Tracy High AVID Students and Six Advisors to Visit Colleges in San Diego, CA on February 15-18, 2019 | 84 |
| 13.2.6 | Approve Overnight Travel for the Advanced Drama Students to Attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on March 14-17, 2019 | 85 |
| 13.2.7 | Approve Out of State Travel for Educational Services Staff to Present At and Attend the Houghton Mifflin Harcourt (HMH) Executive Leadership Council in Boston, MA
December 6-7, 2018 | 86-87 |
| 13.2.8 | Approve Revised Title 1 School Site Plan Budgets for the Remainder of the 2018-2019 School Year (Separate Cover Items) | 88 |

- 13.3 Human Resources:**
- 13.3.1** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment **89-90**
 - 13.3.2** Approve Classified, Certificated, and/or Management Employment **91-93**
- 14. Action Items:** Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.
- 14.1 Administrative & Business Services:**
- 14.1.1** Adopt Resolution No. 18-09 to Excuse Meeting Absence of Board Member **94-95**
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
 - 14.1.2** Adopt Resolution No. 18-10 to Excuse Meeting Absence of Board Member **96-97**
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
 - 14.1.3** Adopt Resolution No. 18-12 Establishing November as “Sikh American Awareness & Appreciation Month” **98-99**
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 14.2 Educational Services:**
- 14.2.1** Approve Revised TUSD Master Plan for Services to English Learners - 2nd Reading (Separate Cover Item) **100**
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
 - 14.2.2** Adopt Revisions to Board Policies and Acknowledge Administrative Regulations (Second Reading) **101-122**
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 14.3 Human Resources:**
- 14.3.1** Approve Declaration for a Provisional Internship Permit **123-124**
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
 - 14.3.2** Approve Job Description and Salary Placement for Adult School Counselor **125-128**
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
 - 14.3.3** Approve Resolution No. 18-11 Authorizing Teachers to Teach Outside Their Credential Authorization **129-131**
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** November 13, 2018
 - 17.2** December 11, 2018

17.3 January 8, 2019

17.4 January 22, 2019

18. Upcoming Events:

18.1 November 12, 2018

Veteran's Day, No School

18.2 November 19-23, 2018

Thanksgiving Break, No School

18.3 December 21-January 4, 2019

Winter Break, No School

18.4 January 21, 2019

MLK Day, No School

18.5 January 25, 2019

Staff Buy Back 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
Special Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, October 17, 2018**

- 5:45 PM:** 1. President Silva called the meeting to order and adjourned to closed session.
- Roll Call:** 2. Board: D. Arriola, J. Costa, W. Gouveia, T. Guzman, G. Silva, J. Vaughn
Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall, B. Etcheverry
(There is currently one vacancy on the board)
- 6:00 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:** No Action taken.
- Employees Present:** M. Hill, T. Quiambao, D. Schneider, J. Nott, J. Stocking, M. Petty, M. Ramirez, A. Flores, R. Riddle, R. Pecot, J. O'Hara,
- Press:** D. Rizzo, Tracy Press
- Visitors Present:** S. Kaur, L. Pekari, B. Pekari, L. Souza
- Hearing of Delegations** 6. None.
- Action Items:** 7.1 **Administrative & Business Services:**
7.1.1 Conduct Interviews and Approve Provisional Appointment of Board Member for Unexpired Two Year Term
Each member was asked the following two questions and given up to three minutes to respond to each.
- Question 1: Please describe your work experience or background that has prepared you to serve as a board member for Tracy Unified.
- Question 2: What are two of the most important issues the district is facing that are unique to our district? What recommendation would you make to address it?"
- Candidate Iris Schaeffer:
1. Her background is in behavioral health. She has a Masters in counseling and has worked in the healthcare industry for the last 15 years. She serves various clients including school districts so she has insight regarding benefits and compensation packages. She worked

initially as a crisis counselor and then moved into a role to allow her to help more than 1 person at a time. New role allows her to help thousands. She has worked in various organizations regarding behavioral health.

2. Teachers are the core of a nurturing and safe school environment. She wants to make sure teachers are happy and that will make a better environment. Keeping and maintaining high quality teachers is parallel.

Candidate Mateo Bedolla:

1. He is a lifelong resident of Tracy for the past 25 years. After high school, he attended Delta and transferred to Cal State East Bay where he received his Bachelor's in Political Science. He has worked as an intern for a local congressman where he helped clear up bureaucratic red tape including loans. Afterwards, he started working for a local home builder which gives him a different perspective and will help parents, students and staff on what we can offer versus one size fits all. His work experience gives him a unique perspective to addressing some of the challenges.

2. The most important issue is making sure all students have a pathway after graduation. We need to focus on career and technical education. ROP and work experience is great. We need to make sure students have opportunities in career pathways. The Board has done a good job of being fiscally responsible and receptive to public input. We can do a better job in reducing class sizes and make reductions where necessary.

Candidate Steve Abercrombie:

1. He has been in law enforcement for 32 years and has served on many non-profit boards. He is the chair for Brighter Christmas, Eric's Vision, etc. and was on the Tracy City Council from 2006-2012. He has experience in government. He has worked in TUSD schools since 2003 and was involved with schools in Hayward since 1994. He has a good understanding of some of the needs and understands there are designated funds that can only be spent on certain things.

2. When he met with Dr. Stephens he was surprised and disappointed that we have to pay \$2 million to STRS and additional money each year until 2025. Having to find that money is a great challenge. We cannot raise taxes, we count on the state to provide our funding. California is ranked 43rd – 46th nationally in funding and that is disappointing. We need to talk to Sacramento and be a high priority. We also have declining enrollment which reduces the amount of ADA money we receive. There are new developments going in and we may get some students but will not get growth like they are getting in Mountain House. We need to maintain a balanced budget and still provide the services expected in TUSD.

Candidate Brian Pekari:

1. Over the last 30 years he has had an opportunity to work in the

business world, but since 2012 he has helped found *Tracy United to Make a Difference*. He never knew how much that impacted our community. When it was first founded the core was about the education of our kids. It started at the schools. He first met with Dr. Franco and Dr. Harrison to roll out the vision and look back at the 6 pillars of character and uniting the community. He worked with many schools and over 40 organizations including College Bound, Anti-bullying Committee, Jaguar Projects, Bulldog Project, Conflict Resolution at West High. He is also involved with the annual *Make a Difference Day* which is in its 7th year. They work with the City of Tracy on various projects and events. He has worked with kids throughout TUSD and has touched every school there as well as in Mountain House. His passion brought will be for the kids and he will continue to advocate for them. He has also collaborated with students and with teachers and has been a part of the Parent/Superintendent meetings, PTSAs, Safety Committee, Tracy Crime Stoppers and is very involved with anything safety related.

2. Recently, the board has had a few tough decisions. *Tracy United to Make a Difference* is based on the 3 C's – collaboration, communication and cooperation. They have faced many issues, but when they run into a barrier what is at the core is our students. If there are disagreements that is something he can bring, by bringing people together. He has had experience with legalities which he can bring to the table. He sees the opportunity to bring everyone together administration, teachers, and voices of students. Moving forward he will have he will be involved with how money coming in is allocated. He wants to continue with a balanced budget, help to build morale, be positive, get people to talk who may not be communicating. He will continue looking for opportunities for special programs. We are limited to a certain amount of money. He hopes to collaborate outside of our triangle. He has many relationships with the city government, county government and organizations, and works with the San Joaquin County Office of Education. There are great programs going on.

Candidate Stephanie Voress:

1. She has been a business owner for the past 30 years. Her prior community was Bellflower which is a dairy town similar to TUSD. She has served on the chamber and was a member of the Soroptimist Club. She holds a degree in Business Administration. Her job as a board member is to conduct the business. She is familiar with budgets and her strong suit is collaboration, negotiation and public speaking. She has also been involved with TUSD for a while and has seen some terrific opportunities for improvement and some things blew her away on how great everything is going. She is open-minded. Her business background has prepared her the most.

2. She is not sure what is unique to our district. Our budget isn't what it should be. We have no control over that, maybe we can negotiate with the county or state to get more money to do all the things we need to do. To hear that the state takes money back from us breaks my heart. The

board should provide fiscal responsibility. The budget is the biggest thing. The second would be providing school safety. We have a unique situation that our schools have a lot of points of entry. We do a good job of keeping our schools safe. Those would be the 2 things.

Candidate Sabrina Hunter did not attend.

President Silva then polled each member and had them state their first choice:

Trustee Costa: B. Pekari; Trustee Vaughn: B. Pekari; Trustee Gouveia: B. Pekari; Trustee Guzman: B. Pekari; Trustee Arriola: S. Abercrombie. Trustee Silva: B. Pekari.

Trustee Costa moved to appoint Brian Pekari.

Action: Costa, Vaughn. **Vote:** Yes-6; No-0.

President Silva administered the oath of office to Brian Pekari.

Trustee Costa thanked all applicants. It is not easy to get up and answer questions you haven't prepared for. Everyone did a great job and she looks forward seeing everyone back at our meetings. Trustee Vaughn agrees with Jill. It was a difficult decision and we had qualified applicants. He thanked them for participating. We have a school bond oversight committee through the facilities department where we need people all of the time. They oversee the projects that we have going on. That is where Jill and Greg got their start. Trustee Gouveia thanked applicants for submitting their names and for being here. He urged everyone to stay involved. Trustee Guzman thanked all candidates. He realizes that it is difficult to speak on the spot. All applicants were very qualified. Continue to stay involved. Trustee Arriola welcomed Brian Pekari to the board and thanked all for applying. There are many ways to get involved in our community. There are many great non-profits and commissions to be involved with. Trustee Silva thanked all applicants and stated that this was a very difficult choice. Everyone is to be commended. Your work in the community is outstanding and appreciated. Keep up what you are doing.

Superintendent, Dr. Brian Stephens, thanked all and commented that it is apparent that we have a lot of really good people.

New Trustee, Brian Pekari, thanked the board and everyone else who applied for this position. He works with some of the applicants and knows how involved they are. He asked them to please continue to work for our community.

Adjourn: 6:46 pm

Clerk

Date

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

- 6:00 PM:** 1-3. President Silva called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: D. Arriola, J. Costa, W. Gouveia, B. Pekari, G. Silva, J. Vaughn
Absent: T. Guzman
Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall, B. Etcheverry
- 7:01 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 Finding of Fact – #18-19/#11, #18-19/#12, #18-19/#13
Action: As amended #12. Vaughn, Costa.
Vote: Yes-6; No-0; Absent-1(Guzman)
- 6b Report Out of Action Taken on Early Graduation: WHS 10335527;
WHS 10346720; WHS 10347396
Action: **Vote:** Yes-6; No-0; Absent-1(Guzman)
- Minutes:** 7. **Approve Regular Minutes of October 9, 2018**
Action: Arriola, Costa. **Vote:** Yes-5; No-0; Absent-1(Guzman) Abstain-1(Pekari)
- Employees Present:** A. Gossett, J. Nott, M. Marchini, B. Silver, S. Hawkins, B. Keller, M. Salazar, D. Schneider, R. Pecot, B. Wallace, L. Pekari, D. Arbogast, M. Cordisco, A. Flores, K. Felisberto, J. Gust
- Press:** None.
- Visitors Present:** C. Garcia, A. Govea, A. Maddo, A. Perez, K. Villa, G. Coronado, B. Mendez, A. Villela, A. Barba, T. Vasquez, K. Holmes, J. Argenio, N. Velez, M. Rhinehart, A. Gordon
- Student Rep Reports:** 8. **Kimball High:** Gabriel Coronado reported that football season and other fall sports have come to an end. The water polo girls team are going to playoffs. The freshman mentor tailgate went well and he seniors had a tailgate for their last football game. Students are taking SATs and ACTs and are busy filling out college applications. Counselors are helping with questions and information. The quarter ended and students are working hard. In theatre, rehearsals are going strong for *The Lion King* and tickets on sale now. The shows are scheduled for November 30th, December 1st, 2nd, and 8th. Leadership will be holding a Trunk or Treat at Kimball High on October 26th at 5:00 pm and at 7:00 p.m. is The Zombie Run. All ages are welcome. He wishes everyone a Happy Halloween and Happy Thanksgiving.

West High: Briana Mendez and Alexis Villela showed a power point with various pictures of activities. Students were busy with Homecoming activities. They had movie company themes and various dress up days. The Seniors won the powder puff game. They enjoyed Inside Out Day, Class Theme Day and the night rally. Friday was extreme blue and gold day and they prepared the float for the parade and homecoming football game. They showed pictures of all of the floats. At the halftime show they announced king and queen, Aaron Brown and Jalen Ervin, and had performances. They won the football game and enjoyed the dance after. The Project Smile Club is a fun way to meet new people and play games. Students celebrated the national day of writing. Students picked infamous quotes and wrote them with chalk on campus. The girls' volleyball team made it to playoffs and their first game is today. The JROTC held their annual canned food drive and Mr. Behnam shaved his head.

Tracy High: Alyssa Barba reported that October was full of fun. They had their annual pink out game in support of breast cancer. Homecoming was fantastic with dress up days of decades, colors and jerseys. For the night rally the seniors dressed in 80's gear and the Bulldog traveled through a time machine. The King and Queen, Darcy Paris and Tristan Yearby, were announced. The annual powder puff game was very aggressive and the juniors won 14-7. The best part was watching the cheerleaders perform at half-time. Friday students continued with building floats and watched the parade. The game was against Lodi and Tracy won 41-12. Students were then off to the dance. The marching band won 2 competitions this past month and the volleyball team will play their first playoff at home.

Recognition & Presentations:

9.1 Monte Vista Middle School Presentation

Principal, Dr. Barbara Silver, and teachers, Dawn Arbogast, Monica Cordisco, Carol Wyant and Marco Marchini. They showed a power point on how they are implementing NGSS and moving to PLC's. They have worked as team for 6th grade and developed their own story line. They reviewed the steps of a story line and the activities and phenomena used to build the 6th grade science year. Such as designing a cup to keep your iced tea cold. They showed a few pictures of posters made by students. Students love the cup stacking challenge. They showed a 15 second video on how it works. They had the board and administration split into teams of 4, each hold a string to maneuver the cup. They also had to try it by putting one hand behind their back and not talking. They then spoke about the PLC conference and how they are moving toward a real PLC. They talk about grading practices and having students be accountable of their own grades and for what they are learning. Then they had the board and administration participate in the \$25,000 pyramid game. It showed another way to get students engaged in what they are learning.

Information & Discussion Items:

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Presentation by North School DARE Students

North School 5th grade students Cathy Garcia, Alan Govea, Anaya Maddox, Aolani Perez, and Kimberly Villa each spoke and wanted to thank the board members for their programs. Last week, 5th grade

students graduated from the DARE Program. They learned to be better people and treat each other with kindness. Students came together to tutor young students, recycle and donate items to Tracy Interfaith. They said that without working together they would not accomplish goals. They are being the best they can be and will be successful if they follow the 6 pillars of character. They appreciate everyone's support and hope to one day be on the board and work with students and make hard decisions.

10.2.2 Kimball High's HOSA Presentation

Teacher, Jennene Bermodes, who is the advisor for HOSA, presented a power point about the Washington Leadership Conference. Two of our HOSA students attended and it was a great experience. They met many people, learned to communicate effectively and network with others. They applied what they learned from public speaking workshop. They attended field trips and got to see how to pursue careers. They had a very impactful meeting with congressional offices on Capitol Hill and learned how to use government to reach their goals. They showed pictures of the students' delegation from California which was the largest group there and pictures of the legislative aids from Congressman's McNerney's office and Congressman Denham's office. They also met with the legislative aid under Kamala Harris and talked about funding.

Hearing of Delegations

11. Jacqui Nott, TEA President, welcomed Trustee Pekari and congratulated him on his appointment. Teachers are excited to see him on the board and they have a great appreciation of the work he has already done in the district. She looks forward to working with him.

Public Hearing:

12.1 Administrative & Business Services: None.

Consent Items:

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

Action: Vaughn, Costa (except for item 13.1.6).

Vote: Yes-6; No-0; Absent-1(Guzman)

Action: On Item 13.1.6 Gouveia, Vaughn.

Vote: Yes-5; No-0; Abstain-1(Arriola)

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

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

Approve Accounts Payable Warrants (September, 2018)
(Separate Cover Item)

Approve Payroll Reports (September, 2018)

Approve Revolving Cash Fund Reports (September, 2018)

Approve Entertainment, Assembly, Service, Business and Food Vendors
 Ratify Measure B Related Expenditures and Notice of Completions
 Which Meet the Criteria for Placement on the Consent Agenda

13.2 Educational Services:

- 13.2.1** Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt's International Center for Leadership in Education to Provide Professional Learning for 6-12 English Language Arts Rigorous Curriculum Design Team Teachers
- 13.2.2** Approve Out of State Travel for Educational Services Staff to Present At and Attend the International Center for Educational Leadership (ICLE) Leadership Academy 2018 in Atlanta, GA November 1- 4, 2018
- 13.2.3** Approve Rachel's Challenge assemblies including materials to support the friends of Rachel (FOR) Club for George Kelly Elementary School
- 13.2.4** Approve Agreement for Special Contract Services for Tim Brown (Solution Tree) to Present to Kelly Elementary School Certificated Staff at the January 25, 2019 District Staff Development Buy-back Day
- 13.2.5** Approve Overnight Travel for Mrs. Jennifer Grover, Tracy High School Choir Teacher, Audrey Boyd, Jacob Grover, Justin Maas-Espinoza and Kyle Vergara to Attend the CAL ACDA Regional Honor Choir in Clovis, CA on November 15-17, 2018
- 13.2.6** Approve Out of State Travel for One Art Freiler School Assistant Principal and Five Art Freiler Teachers to Attend Kagan Cooperative Learning in Las Vegas, NV on February 15-18, 2019
- 13.2.7** Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt for Data Insight 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** Adopt the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2019-2020 School Year and submit it for Negotiations

Action Items:

- 14.1 Administrative & Business Services:** None.

14.2 Educational Services:

- 14.2.1** Adopt Revisions to Board Policies and Acknowledge Administrative Regulation (First Reading)
 Gouveia, Arriola. **Vote:** Yes-6; No-0; Absent-1(Guzman)_
- 14.2.2** Adopt Board Policy (BP) 5117 Interdistrict Attendance (Second Reading)
 Arriola, Gouveia. Approved as final.
Vote: Yes-6; No-0; Absent-1(Guzman)
- 14.2.3** Acknowledge Administrative Regulation (AR) 5117 Interdistrict Attendance (Second Reading)
- Action:** Costa, Vaughn. Approved as final.

- Vote:** Yes-6; No-0; Absent-1(Guzman)
- 14.2.4** Approve Revised TUSD Master Plan for Services to English Learners – First Reading (Separate Cover Item)
- Action:** Gouveia, Arriola. **Vote:** Yes-6; No-0; Absent-1(Guzman)
- 14.3 Human Resources:**
- 14.3.1** Approve Variable Term Waivers for Special Education Teachers – Added Authorization in Special Education (AASE); Orthopedic Impairment
- Action:** Gouveia, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Guzman)
- 14.3.2** Approve Agreement with Stanislaus County Office of Education for Administrators working to Obtain their Clear Administrative Credential
- Action:** Costa, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Guzman)

Board Reports:

Trustee Pekari commented that it has been fun and a whirlwind since his appointment to the board last Wednesday. He attended the Hire Me First program and thinks it is a great program with TUSD and community businesses. Last Friday was homecoming for Tracy High and it was awesome to see all of the parades that go on downtown. It shows that it's still a small town. All 3 football teams played at home and he was able to see parts of all of the games. He is looking forward to being involved with the teams. Trustee Costa welcomed Brian Pekari to the board. She thought our students were great speakers tonight and did a great job. She encourages people to check out the anti-bullying posters in the lobby. It's getting close to the end of the semester for our seniors. Trustee Vaughn also welcomed Brian to the board and his first meeting. It's an honor to work with him on the board. He also acknowledged the North students for an excellent job tonight and the Monte Vista teachers for getting the board involved and modeling what they are doing in the classrooms. It was a great activity. He attended the College Bound meeting and thanked all administration that attend College Bound on Saturdays. That is 3 hours of their time. He commended Ms. Stocking who has gone and does an excellent job answering questions. Lyndell Hawkins and others have attended as well. He appreciates that they give up their weekend to come in and work with students. College Bound also helped sponsor UCLA day that went over well at the high schools and was great for the kids. He's looking forward to creating more partnerships like that. Trustee Gouveia also welcomed to Brian to the board and knows he will do very well and that he really listens and commends him for that. He was privileged to be at the Hire Me First kickoff. He is on their advisory committee. While he was in Hawaii, he heard someone talking about Tracy and they said that if they had chance to hire anyone from Tracy he would hire them on the spot and that's a compliment to all staff. Seniors are getting ready to put in their applications for scholarships and universities. Trustee Arriola met with the Kimball Jaguar Project and Tracy Bulldog Project for their kickoffs. West High had a great homecoming. This weekend is Arbor day and he will be helping with the tree planting efforts at Legacy Fields. Trustee Silva welcomed Brian to the board. He's excited to have him and his perspective will add to this board. He thanked all of the presenters. We hear a lot about numbers and scores and sometimes we lose sight of people. Tonight we saw teachers demonstrating good things happening in this district. This weekend will be last football game of the season and his last chain duty at West High. They are playing against Tracy High which is always an interesting game. He roots for Tracy every game except

this one since all of his kids graduated from West High. He hopes for a good game.

**Superintendent
Report:**

Dr. Stephens is looking forward to working with Brian Pekari. The Red Carpet event will be on November 14th at Kimball High School. The district has hired a new special education director and we will announce that name later this week. It was a great hire for us. Tomorrow he will visit classrooms and TEA President, Jacqui Nott. Also, tomorrow at 3:30 p.m. he will be hosting a Q and A for anyone who would like to attend in the board room.

Adjourn: 7:55 pm

Clerk

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 25, 2018
SUBJECT: Recognize the Outstanding Employees of the Fall Term for the 2018-2019 School Year

BACKGROUND: Three times each school year, nominations for outstanding employees are solicited from staff. A selection committee composed of two administrators; one classified/confidential representative, two certificated representatives and one classified representative review the nominations and make the selections.

RATIONALE: The employees who are recognized by the School Board and are recognized at their school sites in various ways. At the end of the year, the nominations of the three employees who have received recognition as Outstanding Employees of the Term in each category are reviewed, and one employee in each category is selected as Outstanding Employee of the Year.

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.

FUNDING: N/A

RECOMMENDATION: Recognize Scott Behnam (9-12), Monica Cordisco (6-8) and Cathy Foisy (K-5) as Outstanding Certificated Employees; Cinthya Matasol (9-12), Virginia Carrera (6-8) and Central Office staff: Julia Soto and Tina Guillen (K-5) as Outstanding Classified Employees and Erin Quintana as the Outstanding Management Employee for the Fall Term of the 2018-2019 school year.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: November 5 2018
SUBJECT: Receive Report on the Draft Preliminary Environmental Assessment Report for Tracy High School Proposed Parking Lot Expansion

BACKGROUND: On August 14, 2018, the School Board approved Resolution 18-01 approving the acquisition of property at 455 East 11th Street for the planned expansion of parking adjacent to Tracy High School.

As a part of the California Department of Education (“CDE”) site approval process, the school district is required to conduct a Phase 1 assessment concluding that “no further action” is required; or that includes a remediation plan that has been approved by the Department of Toxic Substances Control (“DTSC”).

RATIONALE: Terraphase Engineering, Inc. prepared the attached draft Preliminary Environmental Assessment Report (“PEA”) for submittal to the DTSC. The PEA was prepared under the oversight of the DTSC in general accordance with the guidelines of the DTSC. Soil, groundwater and soil-gas samples were collected from numerous borings, temporary wells, and soil-gas points to evaluate chemicals of potential concern (“COPCs”) at the site. Additionally a Human Health Risk Evaluation (“HHRE”) was completed to provide a health-conservative evaluation of potential risks posed by detected COPCs. Based on the results of the PEA investigation and associated HHRE, COPCs have not been detected in soil at the Site at levels exceeding conservative generic risk-based screening values for residential land use. Past activities conducted at the Site or in close proximity at the Site have resulted in the presence of petroleum hydrocarbons and metals in the groundwater at the Site at levels exceeding conservative generic risk-based screening values for residential drinking water exposure. Low levels of volatile organic compounds have also been detected in the soil-gas at the Site at concentrations exceeding conservative generic risk-based residential screening values for protection of indoor air with an attenuation factor of 0.03 applied. To address the potential risks, land use restrictions to limit the use of the property as a parking lot and to prevent the use of shallow groundwater for potable or non-potable sources are recommended.

The public comment period on the draft PEA began on November 9, 2018 and will close on December 12, 2018. Any comments received should be in written form so that they may be included in the final PEA. The District’s environmental consultant, Terraphase Engineering, Inc., will present a brief report on the draft PEA as well as summarize the process.

FUNDING: No funding implications

RECOMMENDATIONS: Receive Report on the Draft Preliminary Environmental Assessment Report for Tracy High School Proposed Parking Lot Expansion

Prepared by: Bonny Carter, Director of Facilities & Planning



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: October 22, 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
NOVEMBER 13, 2018
SUMMARY OF SERVICES**

A. Vendor: Special Project for Utility Rate Reduction (SPURR)
Site: District-wide
Item: Five (5) Year Agreement (Expires June 30, 2024)
Services: SPURR is a California joint powers authority that operates an aggregated natural gas acquisition program for public K-12 school districts.
Cost: Not to exceed \$225,000.00 per year
Project Funding: General Fund

B. Vendor: Main Street Music
Site: District Wide
Item: Contract
Services: Main Street Music will provide the professional services of four collegiate/honors conductors and one professional choral accompanist for rehearsals and concerts at Tracy High School, Kimball High School and the Tracy Grand Theater.
Cost: \$7,150.00
Project Funding: Visual and Performing Arts

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

D. Vendor: LiteracyPro Systems Inc.
Sites: Tracy Adult School
Item: Data Sharing and Services Agreement - Ratify
Services: By way of LiteracyPro Systems Inc., the Delta Sierra Adult Education Alliance Consortium will provide access to the CommunityPro Suite Data Sharing system, which will allow the Tracy Adult School to share student information among other adult educational and social service support agencies to facilitate services to which students may be referred.
Cost: No Cost to the District
Project Funding: NA

E. Vendor: Rainforth Grau Architects
Sites: Tracy High School – New Parking Lot
Item: Proposal for Architectural Services
Services: Architectural services for design and engineering, DSA approval for access compliance, construction administrative services and closeout.
Cost: 9% of construction cost (estimated at \$87,750) + reimbursables
Project Funding: State School Facilities Funds-Project Savings from Various Projects

F. Vendor: Bockmon & Woody Electric Company, Inc.
Sites: Poet-Christian Elementary School – Low Voltage System Upgrade
Item: Notice of Completion
Services: Contractor removed current devices and installed new clocks, speakers, PA bells, intrusion alarm system and fire alarm system.
Cost: \$977,418.00 Change Orders: (\$15,473.44) Final Contract: \$961,944.56
Project Funding: Unrestricted General Fund/Deferred Maintenance

G. Vendor: Bockmon & Woody Electric Company, Inc.
Sites: Jacobson Elementary School – Fire Alarm System Upgrade
Item: Notice of Completion
Services: Contractor removed current fire alarm devices and installed new fire alarm system.
Cost: \$787,689.00 Change Orders: (\$44,834.53) Final Contract: \$742,854.47
Project Funding: Unrestricted General Fund/Deferred Maintenance

H. Vendor: Sign Designs, Inc.
Sites: Kimball High School - Marquee
Item: Change Order # 1 - Ratify
Services: Scope of work documented on the change order summary.
Cost: \$2,719.02
Project Funding: Unrestricted General Fund and Donations

I. Vendor: Sign Designs, Inc.
Sites: Kimball High School - Marquee
Item: Notice of Completion
Services: Contractor provided and installed new electronic marquee sign per the plans and specifications.
Cost: \$78,689.00 Change Orders: \$2,719.02 Final Contract: \$81,408.02
Project Funding: Unrestricted General Fund and Donations

J. Vendor: Rodgers Construction & Engineering Company, Inc.
Sites: Various School Sites – 2018 Asphalt Improvements
Item: Change Order # 1 - Ratify
Services: Scope of work documented in change order summary.
Cost: \$8,761.50
Project Funding: Unrestricted General Fund/Deferred Maintenance

K. Vendor: Rodgers Construction & Engineering Company, Inc.
Sites: Various School Sites – 2018 Asphalt Improvements
Item: Notice of Completion
Services: Contractor removed and replaced deteriorated asphalt pavement, cracked sealed and seal coated pavement at nine (9) school sites.
Cost: \$323,000.00 Change Orders: \$8,761.50 Final Contract: \$331,761.50
Project Funding: Unrestricted General Fund/Deferred Maintenance

L. Vendor: Creative Window Interiors, Inc.
Sites: Various High School Sites – Horizontal & Vertical Blinds
Item: Agreement
Services: Contractor to furnish and install/replace window coverings at various locations throughout the high school sites.
Cost: \$37,980.00
Project Funding: Unrestricted General Fund/Deferred Maintenance

M. Vendor: Creative Window Interiors, Inc.
Sites: Various Middle School Sites – Horizontal & Vertical Blinds
Item: Agreement
Services: Contractor to furnish and install/replace window coverings at various locations throughout the middle school sites.
Cost: \$10,940.00
Project Funding: Unrestricted General Fund/Deferred Maintenance

N. Vendor: Creative Window Interiors, Inc.
Sites: Various K-8 School Sites – Horizontal & Vertical Blinds
Item: Agreement
Services: Contractor to furnish and install/replace window coverings at various locations throughout the K-8 school sites.
Cost: \$13,680.00
Project Funding: Unrestricted General Fund/Deferred Maintenance

O. Vendor: Creative Window Interiors, Inc.
Sites: Various K-5 School Sites – Horizontal & Vertical Blinds
Item: Agreement
Services: Contractor to furnish and install/replace window coverings at various locations throughout the K-5 school sites.
Cost: \$34,780.00
Project Funding: Unrestricted General Fund/Deferred Maintenance



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: October 24, 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:

Kimball High School:

1. Tracy Unified School District/Kimball High School: From WePay for the amount of \$5,823.85 (ck. #0028132416). This donation was generated using the Snap Raise platform. It will benefit Kimball High School's girls' volleyball teams, for the purchase of equipment.
2. Tracy Unified School District/Kimball High School: From Tracy Hills Holding Co. LLC for the amount of \$500.00 (ck. #1334). This donation will benefit Kimball's Class of 2012 and it will be used towards the Black Tie dance.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From WePay for the amount of \$1,168.00 (ck. #0027925225). This donation was generated using the Snap Raise platform. It will benefit Tracy High School's Orchestra Club.

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: November 13, 2018
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2018/19 School Year**

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

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

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

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

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



2018/19 School-Connected Organization/ Booster Clubs

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

Revised 11/2/18



BUSINESS SERVICES MEMORANDUM

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

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

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

FUNDING: N/A

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: November 2, 2018
SUBJECT: **Approve Payroll Report (October, 2018)**

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

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

FUNDING: N/A

RECOMMENDATION: Approve Payroll Report (October, 2018).

Prepared by: Reed Call, Director of Financial Services

Pay Date 10/10/2018

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund 01	SACS Object	Amount	
	1100	386,258.93	Teachers' Salaries
	1200	975.05	Cert Pupil Support Salaries
	1300	14,796.40	
	1900	2,284.98	Other Certificated Salaries
	2100	42,483.29	Instructional Aides' Salaries
	2200	126,450.46	Classified Support Salaries
	2400	22,542.90	Clerical & Office Salaries
	2900	8,098.29	Other Classified Salaries
	Total Labor	603,890.30	
Fund 01	SACS Object	Amount	
	3101	46,760.97	STRS On 1000 Salaries
	3201	137.27	PERS On 1000 Salaries
	3202	7,527.88	PERS On 2000 Salaries
	3301	7,438.84	
	3302	12,082.27	
	3501	202.25	State Unemploy On 1000 Salary
	3502	99.85	State Unemploy On 2000 Salary
	3601	7,652.95	Worker'S Comp Ins On 1000 Sal
	3602	3,777.55	Worker'S Comp Ins On 2000 Sal
	Total Contributions	85,679.83	
Fund 11	SACS Object	Amount	
	1100	11,811.76	Teachers' Salaries
	1200	1,592.03	Cert Pupil Support Salaries
	2100	495.72	Instructional Aides' Salaries
	Total Labor	13,899.51	
Fund 11	SACS Object	Amount	
	3101	1,455.60	STRS On 1000 Salaries
	3202	89.54	PERS On 2000 Salaries
	3301	185.39	
	3302	37.92	
	3501	6.69	State Unemploy On 1000 Salary
	3502	0.24	State Unemploy On 2000 Salary
	3601	253.70	Worker'S Comp Ins On 1000 Sal
	3602	9.38	Worker'S Comp Ins On 2000 Sal
	Total Contributions	2,038.46	

Fund 12	SACS Object	Amount	
	2100	2,401.94	Instructional Aides' Salaries
	Total Labor	2,401.94	
Fund 12	SACS Object	Amount	
	3102	57.32	STRS On 2000 Salaries
	3202	139.83	PERS On 2000 Salaries
	3302	130.04	
	3502	1.20	State Unemploy On 2000 Salary
	3602	45.46	Worker'S Comp Ins On 2000 Sal
	Total Contributions	373.85	
Fund 13	SACS Object	Amount	
	2200	24,725.52	Classified Support Salaries
	Total Labor	24,725.52	
Fund 13	SACS Object	Amount	
	3202	793.65	PERS On 2000 Salaries
	3302	1,177.01	
	3502	12.38	State Unemploy On 2000 Salary
	3602	468.04	Worker'S Comp Ins On 2000 Sal
	Total Contributions	2,451.08	

ESCAPE ONLINE

Pay Date 10/31/2018

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	4,859,346.35	Teachers' Salaries
		1200	291,006.85	Cert Pupil Support Salaries
		1300	531,734.14	Cert Suprvrs' & Admins' Sal
		1900	99,141.26	Other Certificated Salaries
		2100	381,470.40	Instructional Aides' Salaries
		2200	694,271.89	Classified Support Salaries
		2300	171,493.06	Class Suprvrs' & Admins' Sal
		2400	421,897.75	Clerical & Office Salaries
		2900	41,158.19	Other Classified Salaries
		Total Labor	7,491,519.89	
Fund	01	SACS Object	Amount	
		3101	912,568.68	STRS On 1000 Salaries
		3102	4,359.77	STRS On 2000 Salaries
		3201	30,932.93	PERS On 1000 Salaries
		3202	294,724.51	PERS On 2000 Salaries
		3301	85,458.87	
		3302	119,042.37	
		3401	631,699.57	
		3402	236,590.35	
		3501	2,890.22	State Unemploy On 1000 Salary
		3502	853.98	State Unemploy On 2000 Salary
		3601	109,426.99	Worker'S Comp Ins On 1000 Sal
		3602	32,372.65	Worker'S Comp Ins On 2000 Sal
		3701	70,858.91	
		3702	38,476.70	
		Total Contributions	2,570,256.50	
Fund	11	SACS Object	Amount	
		1100	8,909.10	Teachers' Salaries
		1300	10,368.94	Cert Suprvrs' & Admins' Sal
		2100	4,448.69	Instructional Aides' Salaries
		2200	2,075.62	Classified Support Salaries
		2400	11,019.47	Clerical & Office Salaries
		Total Labor	36,821.82	
Fund	11	SACS Object	Amount	
		3101	3,138.46	STRS On 1000 Salaries
		3202	3,168.73	PERS On 2000 Salaries
		3301	251.01	
		3302	1,251.44	
		3401	1,513.13	
		3402	2,870.09	
		3501	9.62	State Unemploy On 1000 Salary
		3502	8.78	State Unemploy On 2000 Salary
		3601	364.89	Worker'S Comp Ins On 1000 Sal
		3602	332.06	Worker'S Comp Ins On 2000 Sal
		Total Contributions	12,908.21	

Fund 12	SACS Object	Amount	
	1300	816.55	Cert Suprvsrs' & Admins' Sal
	2100	8,491.50	Instructional Aides' Salaries
	2400	2,485.09	Clerical & Office Salaries
	Total Labor	11,793.14	
Fund 12	SACS Object	Amount	
	3101	132.93	STRS On 1000 Salaries
	3102	373.29	STRS On 2000 Salaries
	3202	1,107.72	PERS On 2000 Salaries
	3301	10.93	
	3302	600.92	
	3401	78.44	
	3402	873.39	
	3501	0.41	State Unemploy On 1000 Salary
	3502	5.50	State Unemploy On 2000 Salary
	3601	15.46	Worker'S Comp Ins On 1000 Sal
	3602	207.78	Worker'S Comp Ins On 2000 Sal
	Total Contributions	3,406.77	
Fund 13	SACS Object	Amount	
	2200	113,943.32	Classified Support Salaries
	2300	34,112.79	Class Suprvsrs' & Admins' Sal
	2400	15,708.81	Clerical & Office Salaries
	Total Labor	163,764.92	
Fund 13	SACS Object	Amount	
	3202	25,558.27	PERS On 2000 Salaries
	3302	11,320.71	
	3402	15,045.45	
	3502	81.90	State Unemploy On 2000 Salary
	3602	3,099.76	Worker'S Comp Ins On 2000 Sal
	Total Contributions	55,106.09	

ESCAPE	ONLINE
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BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: November 2, 2018
SUBJECT: **Approve Revolving Cash Fund Report (October, 2018)**

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

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

FUNDING: N/A

RECOMMENDATION: Approve Revolving Cash Fund Report (October, 2018).

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

11/01/18

TUSD
REVOLVING CASH FUND
October 2018

Date	Num	Name	Memo	Paid Amount
10/02/2018	9481	HOLIDAY INN EXPRESS SACRA...	Booking Confirmation # 1027-945-333	
			01-0000-0-1110-2140-5200-340-3002	-827.95
TOTAL				-827.95
10/03/2018	9483	THE WESTIN SEATTLE	Confirmation # 522620883	
			01-0709-0-1110-4100-5200-800-2767	-938.89
TOTAL				-938.89
10/01/2018	9479	EAGLE SOFTWARE INC	Fall 2018 Aeriescon - Mayte Ramirez	
			01-0000-0-1110-2140-5200-340-3002	-775.00
TOTAL				-775.00
10/01/2018	9480	EAGLE SOFTWARE INC	Fall 2018 Aeriescon - Elisa Barrera	
			01-0000-0-1110-2140-5200-340-3002	-775.00
TOTAL				-775.00
10/02/2018	9481	HOLIDAY INN EXPRESS SACRA...	CONFERENCE 10/8-9/2018 MAYTE RAMIREZ	
			01-0000-0-1110-2140-5200-340-3002	-827.95
TOTAL				-827.95
10/02/2018	9482	RANDY MOEHNKE	REFUND OF CTA DUES	
			01-0000-0-0000-7200-4300-800-9222	-108.00
TOTAL				-108.00
10/03/2018	9483	THE WESTIN SEATTLE	CONFERENCE 10/24-26/18 DAVID BROWN	
			01-0709-0-1110-4100-5200-800-2767	-938.89
TOTAL				-938.89
10/03/2018	9484	RENISHA TURNER	PO19-00212 FIRST AID EXAM	
			01-0723-0-1110-3600-5800-840-9702	-22.50
			01-0724-0-5750-3600-5800-840-9702	-22.50
TOTAL				-45.00
10/03/2018	9485	CITY OF TRACY	PO19-01260 10 FIXED ROUTE ADA TICKETS	
			01-6500-0-5770-1110-5800-800-6955	-600.00
TOTAL				-600.00
10/09/2018	9486	CUE Conference Registration	Conf. 10/13-14/2018 K. Felisberto	
			01-0000-0-1110-1000-5200-670-5802	-309.00
TOTAL				-309.00

11/01/18

TUSD
REVOLVING CASH FUND
October 2018

Date	Num	Name	Memo	Paid Amount
10/09/2018	9487	CITY OF TRACY	PO19-00927 Tracer tickets	
			01-3010-0-1110-1000-4300-800-2749	-99.00
TOTAL				-99.00
10/11/2018	9488	SUKHMANI SHERGILL	CPR Recerification for 5 SWP Kinder Teachers	
			01-0000-0-0000-7200-5800-400-9222	-375.00
TOTAL				-375.00
10/16/2018	9489	JENNIFER KASSEL	10/10/2018 Paydate	
			01-0709-0-1110-2100-1900-829-1902	-567.27
TOTAL				-567.27
10/17/2018	9490	ANA VALENCIA	10/10/2018 Paydate- time sheet arrived late	
			01-6500-0-5770-1110-2105-806-2542	-640.24
TOTAL				-640.24
10/24/2018	9491	CCDAA	Conference 10/25-26/2019 Ann Herrington	
			01-0709-0-3100-1000-5200-800-2258	-405.00
TOTAL				-405.00
10/24/2018	9492	CALCP/CAROCF CONFERENCE	Conference 11/14-16/2018 Nora Torres	
			01-3550-0-3800-2140-5200-800-2996	-545.00
TOTAL				-545.00
10/25/2018	9493	CALIFORNIA DEPT OF TAX & FE...	PO19-00027 57-415033 3RD QUARTER	
			01-0723-0-1110-3600-4300-840-9702	-111.57
			01-0724-0-5750-3600-4300-840-9702	-167.35
TOTAL				-278.92



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: November 2, 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
November 13, 2018
SUMMARY OF SERVICES**

A. Vendor: Clark & Sullivan Construction and Broward Builders, Inc., a Jt. Venture
Site: Clover School (TLC) Renovation
Item: Change Order #9 - Ratify
Services: Scope of work documented on the change order summary.
Cost: \$117,496.00 Deduction from contingency allowance previously included in the contract.
Project Funding: Measure B Bond Fund, State School Facilities Program, Charter School Facilities Program and Prop. 39 Energy Funding

B. Vendor: Rainforth Grau Architects
Site: North Elementary School Renovation
Item: Amendment # 1 - Ratify
Services: Consultant services for surveying.
Cost: \$19,600.00
Project Funding: Measure B Bond Fund, State School Facilities Program and Redevelopment Funding

C. Vendor: ACME Construction Company, Inc.
Site: Central Elementary School Renovation
Item: Change Order #6 - Ratify
Services: Scope of work documented on the change order summary.
Cost: \$144,215.00
Project Funding: Measure B Bond Fund, State School Facilities Program



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: November 2, 2018
SUBJECT: **Ratify Client Services Agreement with Pro Care Therapies, Inc. for Speech and Language Services**

BACKGROUND: Board approval is requested to contract for special education support from outside service providers. The special education department would like to contract with Pro Care Therapies, Inc. to provide Speech Language Pathologist Assistant (SLPA) services in accordance with student Individual Education Plans (IEPs). Ratification is necessary in order to stay in compliance with legal IEP timelines.

RATIONALE: Students eligible for special education must be provided with special education and related services to ensure they make progress towards the general curriculum appropriate in light of their circumstances. At this time, the District does not have enough SLPA providers to deliver speech and language services to meet the needs of students with disabilities. This contract will provide temporary staffing until the District can hire staff to provide the needed services. This request supports District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing student academic, social, and emotional potential. District staff recommends approval of the agenda item, recognizing that all standard insurance items have not been met. The risk of not approving the contract is greater than those associated with approving the contract. District staff will continue to work toward obtaining the standard insurance requirements.

FUNDING: Expenses for this contract are billed at \$64 per hour, (up to 37.5 hours per week) per SLPA to provide speech and language services. Total contract expenses will not exceed \$155,200 (\$1,200 per SLPA x 6 SLPAs). This contract is intended to provide services from August 27, 2018 until October 26, 2018. 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 Client Services Agreement with Pro Care Therapies, Inc. for Speech and Language Services.

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

CLIENT SERVICES AGREEMENT

between
ProCare Therapy
10151 Deerwood Park Boulevard
Building 200, Suite 400
Jacksonville, FL 32256
and



Tracy Unified School District

1975 West Lowell Avenue

Tracy, CA 95376

("Client")

ProCare Therapy, a d/b/a of New Direction Solutions, LLC ("ProCare") and Client enter into this non-exclusive Client Services Agreement ("Agreement") for the purpose of referring and placing Consultants ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Client Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. Scope of Services.

ProCare will use its commercially reasonable efforts to provide Consultants for assignment with Client. ProCare will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including worker's compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, ProCare will use its commercially reasonable efforts to find a replacement in a timely manner.

2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of ProCare and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. ProCare agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. ProCare does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, ProCare will notify Client in advance of the assignment in order to receive approval of this arrangement.

3. Telepractice Services.

ProCare, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D – VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

4. Insurance.

ProCare will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employers Liability - \$2,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

5. Competency and Licensing.

ProCare will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. ProCare will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While ProCare will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, ProCare will make available to Client all appropriate Consultant records that ProCare may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. ProCare will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.



6. On-Site Responsibility.

Client is responsible for providing all support, facilities, training, direction, materials, supplies, and means for the Consultant to complete the assignment. Client acknowledges that ProCare is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of care and acknowledges that ProCare is not responsible for the Consultant's on-site performance. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

7. Employment of Consultants.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare for a period of (12) months after the latest date of introduction, referral, placement, or termination or expiration of the contract assignment. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare upon start date.

8. Equal Opportunity.

It is the policy of ProCare to provide equal opportunity to all Consultants for employment. ProCare and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

9. Payment Terms.

Client will be billed on a weekly basis for work performed during the previous week and pay ProCare based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. All hours worked over forty (40) hours in a one-week work period will be billed at one and one-half times the regular bill rate. It is Client's responsibility to notify ProCare if pre-approval is required for any or all overtime hours prior to any such hours being worked. **Payment is due within fifteen (15) days of receipt of invoice.**

10. Default Charges.

Invoices shall be considered Past Due thirty (30) days from date of invoice and begin to incur the applicable default charge of one and one-half percent (1½%) per month based on unpaid balances (annual percentage rate of eighteen percent (18%)) or the maximum legal interest rate, whichever is lower. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. ProCare reserves the right, at its option, to discontinue any extension of credit.

11. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

12. Administrative Responsibilities.

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify ProCare in writing within three (3) business days of alleged failure. Failure to notify ProCare within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by Consultant. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the Consultant. Failure to notify ProCare prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by Consultant.



13. Incident and Error Tracking.

Client will report to ProCare any performance issues, incidents, errors and other events related to the care and services provided by ProCare Consultants. ProCare will document reported incidents in Consultant's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

14. Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which ProCare's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to ProCare within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to ProCare concurrently with Client. If ProCare's Consultants are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both ProCare and ProCare's Consultant.

15. Termination of Contracted Assignment with Cause.

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that ProCare facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless ProCare has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to ProCare's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that ProCare's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by ProCare in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 11 of this agreement. ProCare shall have five (5) business days to refill the position in the event of termination with cause. Should ProCare identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultants assignment.

16. Termination of Contracted Assignment without Cause.

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by ProCare as a result of such cancellation.

17. Guaranteed Minimum Hours.

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled shift(s) or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours.

18. Paid Sick Leave.

For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.

19. Unscheduled Facility Closure Policy.

ProCare will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or



manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$100/day for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

20. Multiple Locations.

If client requires Consultant to travel to and perform services at more than one location, Client will compensate ProCare for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

21. Issue Resolution.

In the event Client encounters an issue that is not satisfactorily resolved by its ProCare representative, Client should escalate the issue to the appropriate ProCare manager by calling: 800-825-7133. Please ask for your account representative's manager.

22. Indemnification.

Each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

23. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and includes bill rates, fees for permanent placements and terms and conditions of this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential Information of ProCare shall include, but is not limited to, any and all unpublished information owned or controlled by ProCare and/or its Consultants, that relates to the clinical, technical, marketing, business or financial operations of ProCare and which is not generally disclosed to the public including but not limited to Consultant information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

24. Family Education Rights and Privacy Act.

ProCare shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by ProCare and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

25. State Retirement System Notice.

Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant s and fulfilling all associated administrative duties. Client shall immediately notify ProCare if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise ProCare of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to ProCare by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by ProCare. The Client and ProCare expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/



contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

26. Conflicts of Interest.

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

27. Survival.

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

28. Governing Law.

This Agreement shall be governed by the laws of the state of Florida.

29. Entire Agreement.

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

Tracy Unified School District

Client Name

Craig I. Goodger

Client Representative Signature

8/25/18

Date

Craig I. Goodger

Print Name

PROCARE THERAPY

DocuSigned by:

Sarah Meyer

8/21/2018

ProCare Representative Signature

Date

FE35623FC30A471...

Sarah Meyer

Print Name

Associate Superintendent for Business

Title

Senior Director of Educational Resources

Title



ADDENDUM A

Client Assignment Confirmation

This Client Assignment Confirmation is entered into and executed as of the signature date below and supplements the Client Services Agreement between the Client and ProCare Therapy. Client will pay ProCare for hours worked by Consultant on the following terms:

Assignment Details

ProCare Consultant: Jhoana Choate

School District Name (Client): Tracy Unified

Start Date: September 4, 2018

End Date: October 26, 2018

Start and End dates are subject to change based on the credentialing and licensure process as well as adjustment in the school district's calendar.

Position: SLPA

Position Details: Full time

Bill Rate: \$64 per hour

Minimum Hours: 37.5 hours per week

Overtime Rate: 1.5 times Bill Rate

Holiday Rate: 1.5 times Bill Rate

Billing Workweek: Monday – Sunday

- Additional Terms:
- a) Sales tax or gross receipts tax will be added to professional fees if required or allowed by state law and client is not a tax exempt entity.
 - b) If ProCare Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.
 - c) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare for a period of (12) months after the latest date of introduction, referral, or end of contract placement. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare upon start date.

Miscellaneous:

Tracy Unified

Client Name

[Signature]

8/25/18

Client Representative Signature*

Date

Cathy J. Goodale

Print Name

Associate Superintendent for Business

Title

PROCARE THERAPY, INC.

DocuSigned by:

Sarah Meyer

8/24/2018

ProCare Therapy Representative Signature

Date

Sarah Meyer

Print Name

Senior Director of Educational Resources

Title

**Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless ProCare is notified of changes by Client within forty eight (48) hours of client's receipt of this Client Assignment Confirmation.*



ADDENDUM A

Client Assignment Confirmation

This Client Assignment Confirmation is entered into and executed as of the signature date below and supplements the Client Services Agreement between the Client and ProCare Therapy. Client will pay ProCare for hours worked by Consultant on the following terms:

Assignment Details

ProCare Consultant: Olga Andrade

School District Name (Client): Tracy Unified School District

Start Date: August 29, 2018 End Date: October 26, 2018 with possible extension
Start and End dates are subject to change based on the credentialing and licensure process as well as adjustment in the school district's calendar.

Position: Speech Language Pathology Assistant

Position Details: Full time

Bill Rate: \$64 per hour

Minimum Hours: 37.5 hours per week

Overtime Rate: 1.5 times Bill Rate Holiday Rate: 1.5 times Bill Rate

Billing Workweek: Monday – Sunday

Additional Terms:

- a) Sales tax or gross receipts tax will be added to professional fees if required or allowed by state law and client is not a tax exempt entity.
- b) If ProCare Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.
- c) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare for a period of (12) months after the latest date of introduction, referral, or end of contract placement. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$18,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare upon start date.

Miscellaneous:

Tracy Unified School District

Client Name _____

Cathy Andrade 8/25/18
 Client Representative Signature* Date

Cathy J. Goodale
 Print Name

Associate Superintendent for Business
 Title

PROCARE THERAPY, INC.

DocuSigned by:
Sarah Meyer 8/21/2018
 ProCare Therapy Representative Signature Date

Sarah Meyer
 Print Name

Senior Director of Educational Resources
 Title

**Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless ProCare is notified of changes by Client within forty eight (48) hours of client's receipt of this Client Assignment Confirmation.*



ADDENDUM A

Client Assignment Confirmation

This Client Assignment Confirmation is entered into and executed as of the signature date below and supplements the Client Services Agreement between the Client and ProCare Therapy. Client will pay ProCare for hours worked by Consultant on the following terms:

Assignment Details

ProCare Consultant: Daniel Garcia

School District Name (Client): Tracy Unified

Start Date: August 4, 2018 End Date: October 26, 2018
Start and End dates are subject to change based on the credentialing and licensure process as well as adjustment in the school district's calendar.

Position: SLPA

Position Details: Full time

Bill Rate: \$64 per hour

Minimum Hours: 37.5 hours per week

Overtime Rate: 1.5 times Bill Rate Holiday Rate: 1.5 times Bill Rate

Billing Workweek: Monday – Sunday

Additional Terms:

- a) Sales tax or gross receipts tax will be added to professional fees if required or allowed by state law and client is not a tax exempt entity.
- b) If ProCare Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.
- c) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare for a period of (12) months after the latest date of introduction, referral, or end of contract placement. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare upon start date.

Miscellaneous:

Tracy Unified

Client Name _____

Casey J. Goodale 8/25/18
 Client Representative Signature* Date

8/25/18 Casey J. Goodale
 Print Name

Associate Superintendent for Business
 Title

PROCARE THERAPY, INC.

DocuSigned by:
Sarah Meyer 8/24/2018
 ProCare Therapy Representative Signature Date

Sarah Meyer
 Print Name

Senior Director of Educational Resources
 Title

**Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless ProCare is notified of changes by Client within forty eight (48) hours of client's receipt of this Client Assignment Confirmation.*



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: October 26, 2018
SUBJECT: **Ratify Independent Contractor Agreement for Services with Psyched Services for Psych Services**

BACKGROUND: Board approval is requested to contract for special education support from outside service providers. The Special Education Department would like to contract with Psyched Services to provide psych consultation and assessment services in accordance with student Individual Education Plans (IEPs). Ratification is necessary in order to stay in compliance with legal IEP timelines.

RATIONALE: Students suspected of having a disability must be evaluated to determine eligibility for special education services. At this time, the District does not have enough school psychologists to meet the special education evaluation needs. This request supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student academic, social, and emotional potential.

FUNDING: Expenses for this contract are billed at \$155 per hour, and/or \$3,000 per assessment for a school psychologist to provide up to 30 psychoeducational evaluations. Total contract expenses will not exceed \$90,000.00 (\$3,000 X 30 assessments) 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 independent contractor agreement for services with Psyched Services for psych services.

Prepared by: Jason Davis, Program Administrator, Special Education

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

This Independent Contractor Agreement for Services ("Agreement") is made as of September 28, 2018, between the Tracy Unified School District ("District") and Psyched Services ("Contractor") (together, "Parties").

WHEREAS, the District is authorized by Public Contract Code section 20111 to contract with and employ any persons for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, which is \$90,200 in 2018; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Contractor is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** The Contractor shall furnish to the District Psychoeducational Assessment ("Psych") services, as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services"). Individuals providing Services on behalf of Contractor shall be referred to as "Contractor Service Providers."
- 2. Term** Contractor shall commence providing Services under this Agreement upon execution of the Agreement by both parties, and approval or ratification of District's governing board, for a one (1) year term though May 24, 2019 ("Initial Term"), unless terminated pursuant to the terms of this Agreement. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the approval date may be considered as having been done at the Contractor's risk, as a volunteer unless Agreement is so approved or ratified.
 - 2.1.** At the end of the Initial Term, and unless terminated pursuant to the terms of this Agreement, the Initial Term shall automatically renew for up to four (4) additional, consecutive terms of one (1) year each ("Subsequent Term"). In no event shall the total term of this Agreement, Initial Term and all Subsequent Terms, exceed five (5) years.
- 3. Compensation.** District compensation to the Contractor shall not exceed Ninety Thousand, Dollars (\$90,000.00), inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Board.
 - 3.1.** Payment shall be made consistent with the terms of Exhibit "B," attached hereto and incorporated herein by this reference.
- 4. Equipment and Materials.** Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by District.
 - 4.1.** The District shall provide a room with adequate space for the Contractor to perform his/her duties.

- 4.2.** The District shall provide access to student records for which Contractor has a legitimate educational interest. However, District shall maintain control of all student records.
- 5. Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or 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, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. If Contractor is not a resident of California and is not exempt from withholding, the District shall withhold California income taxes as required by the Revenue & Taxation Code. The Contractor shall still be responsible for payment of all state and federal taxes.
- 6. Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 7. Certifications, Permits, and Licenses.** Contractor represents and warrants to District that Contractor and all of the Contractor Parties have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.
- 7.1.** Such licenses, credentials, permits, and any other legal qualifications include but are not limited to:
- 7.1.1.** All Service providers must have a current credential to perform psychoeducational assessments;
- 7.2.** Within ten (10) days of execution of this Agreement, and prior to Contractor Services Provides commencing with the provision of any Services, Contractor shall provide a resume of the qualifications and experience of all Contractor Services Providers, including without limitation, proof of current licenses, certifications, and/or registrations with applicable renewals, and/or diplomas within that individual's specialty.
- 8. Mandated Reporter Training.** Contractor acknowledges that all Contractor Service Providers are mandated reporters who must undergo training as required by State law, whether provided by the District or through Contractor. It is Contractor's responsibility to ensure that, prior to providing Services, all Contractor Service Providers shall complete such training, at no additional expense to District, and shall provide a signed Mandated Reporter Training Certification form to District.
- 9. Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. If any of the Services are performed by any of the Contractor Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance

with generally and currently accepted principles and practices of his/her profession for services to California school districts.

- 10.Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 11.Confidentiality.** The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services consistent with State and Federal law, including but not limited to the Family and Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 12.Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, Invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

13.Termination.

13.1. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 13.1.1.** material violation of this Agreement by the Contractor; or
- 13.1.2.** any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 13.1.3.** Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13.2 Without Cause by District. District may, at any time, with or without reason, terminate this Agreement, or elect not to renew a Subsequent Term, upon fifteen (15) days written notice and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed

given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services completed to date.

- 13.3** Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

14. Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, Contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and Contractors and/or attorneys' 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 under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

- 15. Insurance.** The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

15.1. General Liability. One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. 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.

15.2. Automobile Liability Insurance. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Contractor.

15.3. Workers' Compensation and Employers' Liability Insurance. For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District

and its respective elected officials, officers, employees, agents, representatives, Contractors, trustees, and volunteers.

15.4. Sexual Abuse and Molestation Insurance. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate for sexual abuse and molestation insurance that shall protect the Contractor and the District from any and all claims of any nature for damages related to sexual abuse and molestation arising from performing any portion of the Services by Contractor. 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.

15.5. Other Insurance Provisions:

15.5.1. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

15.5.1.1. The District, its representatives, Contractors, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; instruments of Service and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

15.5.1.2. For any claims related to the projects, the Contractor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Contractor's insurance and shall not contribute with it.

15.5.1.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

15.5.2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

15.5.3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

15.5.4. Contractor shall furnish the District with Certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

15.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

16.Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. 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 for the services performed in connection with this Agreement.

17.Compliance with Laws; Effect of Noncompliance. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations now in effect or later adopted or applicable. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

18.Fingerprinting of Employees. Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of Contractor Parties regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student. If Contractor is a sole proprietor, and, at a future time, it is determined that Contractor will have contact with any pupils, Contractor and all of the Contractor Parties must agree to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. No Services shall commence until such determinations by DOJ and FBI have been made.

19.Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or other electronic transmission, addressed as follows:

District

Tracy Unified School District
1875 W. Lowell Avenue

Contractor

Psyched Services
533 Airport Blvd, Suite 400

Tracy, CA 95376
(209) 830-3274
bstepens@tusd.net
ATTN: Superintendent

Burlingame, CA 94010
(650) 427 - 0110
office@psychedservices.com
ATTN: Kaari Gerber

Any notice personally given or sent by facsimile or other electronic transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20.Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

21.No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22.Integration; Entire Agreement of Parties; Amendments. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This agreement is not valid until approved/ratified by the Tracy Unified School District Board of Education. Services shall not be rendered until Agreement is approved.

23.Governing Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California County in which the District's administrative office is located.

24.Disputes. In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

25.Attorney Fees; Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

26.Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition,

or any subsequent breach of the same or any other term, covenant, or condition herein contained.

27. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

28. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

TRACY UNIFIED SCHOOL DISTRICT

Psyched Services

Date: _____, 2018

Signature: _____

Print Name: _____

Its: _____

Date: 10/25, 2018

Signature: *Marlene Schwaght*

Print Name: Marlene Schwaght

Its: Owner

[INFORMATION REGARDING CONTRACTOR FOLLOWS]

Information regarding Contractor:

License No.: C4061117

Address: 1500 10th St, Suite 100, San Francisco, CA 94103

Telephone: 650-427-0110

Facsimile: 650-396-3045

E-Mail: office@psychedservices.com

Contractor's state of residence: California

States in which Contractor is licensed to do business: California

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: California

☐ Limited Liability Company

☐ Other: _____

Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

Exhibit A

Scope of Services

1. **Services.** Contractor shall provide Psychological Services and consultation from a credentialed school psychologist on an hourly basis.
2. **Student Assessments.** Contractor agrees to consult with student's case manager/staffing team to conduct psychoeducational assessments, as needed, for students receiving Services ("Student Assessments"). All Student Assessments shall be conducted in compliance with State and Federal Special Education Law, including but not limited to compliance with legal requirements for timelines, assessment procedures, and reporting requirements.
 - a. At District's written request, Contractor agrees to conduct Student Assessments for student(s) not currently being provided Psych Services.
 - b. Assessments include up to one hour of consultation with the parent or educational team prior to the IEP/review meeting and a one-hour IEP meeting. Additional time will be billed at the consultant hourly rate.
3. **Specific Services.** In providing the Services, Contractor shall adhere to the scope set forth in the applicable Student Assessment or Individual Education Plan ("IEP"), for each student.
 - a. As necessary or requested by District, Contractor shall engage in or assist with updates or revisions to a student's IEP.
 - b. As necessary or requested by District, Contractor shall attend IEP Team Meetings for students to whom Contractor provides Services to assist with development of annual IEP goals and make recommendations to the IEP Team regarding services to be provided to student and frequency thereof.
4. **Progress Reporting.** For each student to whom Contractor provides Services, Contractor shall document student progress as required in each student's IEP ("Progress Report"). Contractor shall make all Progress Reports available to District within 24 hours of a request from District.
5. **Scheduling Services.** In providing the Services, it is the responsibility of Contractor Services Providers to schedule students for services in accordance with the terms of student IEPs.
 - a. **Cancelling Services.** Services for a particular student's session may be subject to cancellation due to student illness, absence, school events, holidays, or exigent circumstances. The District shall provide as much advance notice as reasonably possible. However, Contractor shall not be entitled to compensation for Services not provided.
 - b. **Make Up Services.** Contractor Services Providers are required to make up scheduled services sessions that are cancelled and/or not provided due to Contractor's failure to attend as scheduled.
6. **Service Logs.** In providing the Services, Contractor shall contemporaneously maintain accurate Service logs in a form reasonably acceptable to the District.

Service logs shall include each date that Services are provided to a student, the name of the Contractor Services Provider, and a brief description of the activities or goals worked on in that session.

END OF EXHIBIT

Exhibit B

Payment Terms

District shall pay Contractor according to the following terms and conditions:

1. Payment for all undisputed amounts shall be made within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for services actually performed.
2. Invoices must be on a form reasonably acceptable to District, submitted to an authorized District representative, and must:
 - a. Reference a corresponding Purchase Order number;
 - b. Identify the name of the Contractor Services Provider;
 - c. Provide a reasonably detailed description of the Services provided, identified per date, and identifying the amount of time spent in providing the Services.
3. Services shall be billed in half hour increments.
4. Services shall be performed at the following hourly billing rates:

	Service	Rate
a.	Psych Consultation Services	\$ 155 per hour
b.	Psychoeducational or ERMHS Assessment	\$3,000 per Assessment

5. District shall not be invoiced for travel time.
6. District shall not be liable for any costs or expenses paid or incurred by Contractor or Contractor Services Providers in performing Services for District.

END OF EXHIBIT

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- ❖ By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- ❖ By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

Check only one of the boxes below.

<input checked="" type="checkbox"/> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Contract.	<input type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of California.
---	--

Date: 10/25/2018

Name of Contractor: Byched Services

Representative's Name and Title: Markere Silwayghofer, Owner

Signature: cheele Silwayghofer

(In accordance with Article 5 - commencing at Section 1860, Chapter 1, part 7, Division 3 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Contract.)

END OF DOCUMENT

TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the governing board of the District as follows:

I am a representative of the Contractor currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. Contractor's responsibility for tuberculosis ("TB") clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that at least one of the following items applies to the Services that are the subject of the Agreement:



The Contractor ensures that any person providing any portion of the Services with **more than limited contact** with District students (as determined by the District) has, at no cost to the District, completed a TB risk assessment within the past 60 days, and, if risk factors are identified, has received a TB test in compliance with the requirements of Education Code section 49406. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or



Contractor shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

Date: 10/25/2018

Name of Contractor: Psyched Services

Representative's Name and Title: Markie Schwaigler, Owner

Signature: Charlie Schwaigler

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties") shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. ☐ Contractor and the Contractor Parties, if any, shall **only have limited or no contact** with District students (as determined by District) at all times during the Term of this Agreement.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

B. ☒ The following Contractor Parties have **more than limited contact** with District students (as determined by District) during the Term of this Agreement:

_____.

[Attach and sign additional pages, as needed.]

☒ All of the Contractor Parties noted above have agreed to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

No Services shall commence until such determinations by DOJ and FBI has been made. Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

Contractor's responsibility for background clearance extends to all of its agents, personnel, employee(s), and/or subcontractor(s), and employees of Contractor Parties coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

The undersigned does hereby certify that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: 10/25/2018

Name of Contractor: Psyched Services

Signature: Charlene Selwaig Weber

Representative's Name and Title: Marlene Selwaig Weber, Owner

Services cannot be rendered until all documentation is submitted and final approval is received.

END OF DOCUMENT

MANDATED REPORTER TRAINING CERTIFICATION

The undersigned declares:

I, the undersigned, hereby declare and affirm that I have completed Mandated Reporter training consistent with and meeting the requirements of the Child Abuse & Neglect Reporting Act ("CANRA") and related State law, including general training and training for school personnel. I certify that I understand my obligation to report suspected child abuse and neglect and to comply with the requirements of CANRA.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/25/2018,

[Date]

at Aptos, CA
[City] [State]

Date:

10/25/2018

Signature:

Chloe Selway-Coker

Print Name:

Marlene Selway-Coker

Title:

Owner

END OF DOCUMENT



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: November 2, 2018
SUBJECT: **Ratify Independent Contractor Agreement for Services with Rick Bledsoe, ATP for Assistive Technology Services for the 2018-2019 School Year**

BACKGROUND: Special Education students may require Assistive Technology services as part of their Individual Education Plan. Assistive Technology (A.T.) provides alternatives to writing through the use of low-tech and hi-tech devices. Many of our special education students currently have A.T. written into their IEPs, and several more are awaiting A.T. assessment. Rick Bledsoe, ATP provides Assistive Technology services as a credentialed Assistive Technology Specialist as required by students' IEPs. Ratification is necessary in order to stay in compliance with legal IEP timelines.

RATIONALE: Tracy Unified School District does not have a licensed Assistive Technology Specialist employed in the District; therefore, it is necessary to provide these services through a contract arrangement. Rick Bledsoe, ATP will provide services to students at their school site, and provide the teachers with consultation to carry over the therapy in daily instruction. This request supports District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers and District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for the Assistive Technology contract will not exceed \$63,000.00 for the fiscal year beginning October 1, 2018, and ending June 30, 2019. 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 Rick Bledsoe, ATP for Assistive Technology Services for the 2018-2019 School Year.

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

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

This Independent Contractor Agreement for Services ("Agreement") is made as of September 28, 2018, between the Tracy Unified School District ("District") and Rick Bledsoe, ATP ("Contractor") (together, "Parties").

WHEREAS, the District is authorized by Public Contract Code section 20111 to contract with and employ any persons for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, which is \$90,200 in 2018; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Contractor is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** The Contractor shall furnish to the District assistive technology services ("AT") services, as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services"). Individuals providing Services on behalf of Contractor shall be referred to as "Contractor Service Providers."
- 2. Term** Contractor shall commence providing Services under this Agreement upon execution of the Agreement by both parties, and approval or ratification of District's governing board, for a one (1) year term though May 24, 2019 ("Initial Term"), unless terminated pursuant to the terms of this Agreement. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the approval date may be considered as having been done at the Contractor's risk, as a volunteer unless Agreement is so approved or ratified.
 - 2.1.** At the end of the Initial Term, and unless terminated pursuant to the terms of this Agreement, the Initial Term shall automatically renew for up to four (4) additional, consecutive terms of one (1) year each ("Subsequent Term"). In no event shall the total term of this Agreement, Initial Term and all Subsequent Terms, exceed five (5) years.
- 3. Compensation.** District compensation to the Contractor shall not exceed Sixty Three Thousand, Dollars (\$63,000.00), inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Board.
 - 3.1.** Payment shall be made consistent with the terms of Exhibit "B," attached hereto and incorporated herein by this reference.
- 4. Equipment and Materials.** Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by District.
 - 4.1.** The District shall provide a room with adequate space for the Contractor to perform his/her duties.

- 4.2.** The District shall provide access to student records for which Contractor has a legitimate educational interest. However, District shall maintain control of all student records.
- 5. Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or 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, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. If Contractor is not a resident of California and is not exempt from withholding, the District shall withhold California Income taxes as required by the Revenue & Taxation Code. The Contractor shall still be responsible for payment of all state and federal taxes.
- 6. Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 7. Certifications, Permits, and Licenses.** Contractor represents and warrants to District that Contractor and all of the Contractor Parties have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.
- 7.1.** Such licenses, credentials, permits, and any other legal qualifications include but are not limited to:
- 7.1.1.** All Service providers must have a current credential or certificate in AT;
- 7.1.2.** All Service providers must have a current CPR/First Aid certification.
- 7.2.** Within ten (10) days of execution of this Agreement, and prior to Contractor Services Provides commencing with the provision of any Services, Contractor shall provide a resume of the qualifications and experience of all Contractor Services Providers, including without limitation, proof of current licenses, certifications, and/or registrations with applicable renewals, and/or diplomas within that individual's specialty.
- 8. Mandated Reporter Training.** Contractor acknowledges that all Contractor Service Providers are mandated reporters who must undergo training as required by State law, whether provided by the District or through Contractor. It is Contractor's responsibility to ensure that, prior to providing Services, all Contractor Service Providers shall complete such training, at no additional expense to District, and shall provide a signed Mandated Reporter Training Certification form to District.
- 9. Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. If any of the Services are performed by any of the Contractor Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance

with generally and currently accepted principles and practices of his/her profession for services to California school districts.

10. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

11. Confidentiality. The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services consistent with State and Federal law, including but not limited to the Family and Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

12. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

13. Termination.

13.1. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 13.1.1.** material violation of this Agreement by the Contractor; or
- 13.1.2.** any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 13.1.3.** Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13.2 Without Cause by District. District may, at any time, with or without reason, terminate this Agreement, or elect not to renew a Subsequent Term, upon fifteen (15) days written notice and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed

given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services completed to date.

13.3 Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

14. Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, Contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and Contractors and/or attorneys' 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 under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

15. Insurance. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

15.1. General Liability. One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. 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.

15.2. Automobile Liability Insurance. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Contractor.

15.3. Workers' Compensation and Employers' Liability Insurance. For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District

and its respective elected officials, officers, employees, agents, representatives, Contractors, trustees, and volunteers.

15.4. Other Insurance Provisions:

15.4.1. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

15.4.1.1. The District, its representatives, Contractors, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; instruments of Service and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

15.4.1.2. For any claims related to the projects, the Contractor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Contractor's insurance and shall not contribute with it.

15.4.1.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

15.4.2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

15.4.3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

15.4.4. Contractor shall furnish the District with Certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

15.5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

16. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. 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 for the services performed in connection with this Agreement.

17. Compliance with Laws; Effect of Noncompliance. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all

federal, state, and local laws, ordinances and regulations now in effect or later adopted or applicable. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

18.Fingerprinting of Employees. Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of Contractor Parties regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student. If Contractor is a sole proprietor, and, at a future time, it is determined that Contractor will have contact with any pupils, Contractor and all of the Contractor Parties must agree to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. No Services shall commence until such determinations by DOJ and FBI have been made.

19.Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or other electronic transmission, addressed as follows:

District

Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
(209) 830-3274
bstepens@tusd.net
ATTN: Superintendent

Contractor

Rick Bledsoe, ATP
3108 Adriana Lane
Lodi, CA 95240
(209) 465-4794
4assistech@gmail.com
ATTN: Rick Bledsoe

Any notice personally given or sent by facsimile or other electronic transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

21. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22. Integration; Entire Agreement of Parties; Amendments. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This agreement is not valid until approved/ratified by the Tracy Unified School District Board of Education. Services shall not be rendered until Agreement is approved.

23. Governing Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California County in which the District's administrative office is located.

24. Disputes. In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

25. Attorney Fees; Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

26. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

27. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

28. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

TRACY UNIFIED SCHOOL DISTRICT

RICK BLEDSOE, ATP

Date: _____, 2018
Signature: _____
Print Name: _____
Its: _____

Date: October 9, 2018
Signature: *Rick E. Bledsoe*
Print Name: Rick E. Bledsoe
Its: _____

[INFORMATION REGARDING CONTRACTOR FOLLOWS]

Information regarding Contractor:

License No.: _____

Address: _____

Telephone: 209 4654794

Facsimile: _____

E-Mail: 4assistech@gmail.com

Contractor's state of residence: CA

States in which Contractor
is licensed to do business: CA

Type of Business Entity:

☒ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation,

State: _____
☐ Limited Liability Company
☐ Other: _____

Employer Identification and/or Social
Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

Exhibit A

Scope of Services

1. **Services.** Contractor shall provide At Services from a credentialed OR certified AT teacher on an hourly basis.
2. **Student Assessments.** Contractor agrees to consult with student's case manager/staffing team to conduct AT assessments, as needed, for students receiving Services ("Student Assessments"). All Student Assessments shall be conducted in compliance with State and Federal Special Education Law, including but not limited to compliance with legal requirements for timelines, assessment procedures, and reporting requirements.
 - a. At District's written request, Contractor agrees to conduct Student Assessments for student(s) not currently being provided AT Services.
3. **Specific Services.** In providing the Services, Contractor shall adhere to the scope set forth in the applicable Student Assessment or Individual Education Plan ("IEP"), for each student.
 - a. As necessary or requested by District, Contractor shall engage in or assist with updates or revisions to a student's IEP.
 - b. As necessary or requested by District, Contractor shall attend IEP Team Meetings for students to whom Contractor provides Services to assist with development of annual IEP goals and make recommendations to the IEP Team regarding services to be provided to student and frequency thereof.
4. **Progress Reporting.** For each student to whom Contractor provides Services, Contractor shall document student progress as required in each student's IEP ("Progress Report"). Contractor shall make all Progress Reports available to District within 24 hours of a request from District.
5. **Scheduling Services.** In providing the Services, it is the responsibility of Contractor Services Providers to schedule students for services in accordance with the terms of student IEPs.
 - a. **Cancelling Services.** Services for a particular student's session may be subject to cancellation due to student illness, absence, school events, holidays, or exigent circumstances. The District shall provide as much advance notice as reasonably possible. However, Contractor shall not be entitled to compensation for Services not provided.
 - b. **Make Up Services.** Contractor Services Providers are required to make up scheduled services sessions that are cancelled and/or not provided due to Contractor's failure to attend as scheduled.
6. **Service Logs.** In providing the Services, Contractor shall contemporaneously maintain accurate Service logs in a form reasonably acceptable to the District. Service logs shall include each date that Services are provided to a student, the name of the Contractor Services Provider, and a brief description of the activities or goals worked on in that session.

END OF EXHIBIT

Exhibit B

Payment Terms

District shall pay Contractor according to the following terms and conditions:

1. Payment for all undisputed amounts shall be made within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for services actually performed.
2. Invoices must be on a form reasonably acceptable to District, submitted to an authorized District representative, and must:
 - a. Reference a corresponding Purchase Order number;
 - b. Identify the name of the Contractor Services Provider;
 - c. Provide a reasonably detailed description of the Services provided, identified per date, and identifying the amount of time spent in providing the Services.
3. Services shall be billed in half hour increments.
4. Services shall be performed at the following hourly billing rates:

	Service	Hourly Rate
a.	Credentialed AT Instructor	\$ 140

5. District shall not be invoiced for travel time.
6. District shall not be liable for any costs or expenses paid or incurred by Contractor or Contractor Services Providers in performing Services for District.

END OF EXHIBIT

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- ❖ By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- ❖ By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

Check only one of the boxes below.

<input type="checkbox"/> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Contract.	<input checked="" type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of California.
--	---

Date: October 9, 2018

Name of Contractor: Rick E. Bledsoe

Representative's Name and Title: Rick E. Bledsoe, Assistive Technology Practitioner

Signature: 

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 3 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Contract.)

END OF DOCUMENT

TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the governing board of the District as follows:

I am a representative of the Contractor currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. Contractor's responsibility for tuberculosis ("TB") clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that at least one of the following items applies to the Services that are the subject of the Agreement:

- ☒ The Contractor ensures that any person providing any portion of the Services with **more than limited contact** with District students (as determined by the District) has, at no cost to the District, completed a TB risk assessment within the past 60 days, and, if risk factors are identified, has received a TB test in compliance with the requirements of Education Code section 49406. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or
- ☐ Contractor shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

Date: October 9, 2018

Name of Contractor: Rick E. Bledsoe

Representative's Name and Title: Rick E. Bledsoe, Assistive Technology Practitioner

Signature: 

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties") shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. ☐ Contractor and the Contractor Parties, if any, shall **only have limited or no contact** with District students (as determined by District) at all times during the Term of this Agreement.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

B. ☒ The following Contractor Parties have **more than limited contact** with District students (as determined by District) during the Term of this Agreement:

[Attach and sign additional pages, as needed.]

☐ If Contractor is not a Sole Proprietor, all of the Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code; **OR**

☒ If Contractor is a Sole Proprietor, all of the Contractor Parties noted above have agreed to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

No Services shall commence until such determinations by DOJ and FBI has been made. Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including

additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

Contractor's responsibility for background clearance extends to all of its agents, personnel, employee(s), and/or subcontractor(s), and employees of Contractor Parties coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

The undersigned does hereby certify that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: October 9, 2018

Name of Contractor: Rick E. Bledsoe

Signature: 

Representative's Name and Title: Rick E. Bledsoe, Assistive Technology Practitioner

Services cannot be rendered until all documentation is submitted and final approval is received.

END OF DOCUMENT

MANDATED REPORTER TRAINING CERTIFICATION

The undersigned declares:

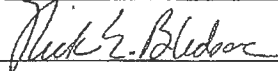
I, the undersigned, hereby declare and affirm that I have completed Mandated Reporter training consistent with and meeting the requirements of the Child Abuse & Neglect Reporting Act ("CANRA") and related State law, including general training and training for school personnel. I certify that I understand my obligation to report suspected child abuse and neglect and to comply with the requirements of CANRA.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 9, 2018,

[Date]

at Lodi, CA,
[City] [State]

Date: October 9, 2018

Signature: 

Print Name: Rick E. Bledsoe

Title: Assistive Technology Practitioner

END OF DOCUMENT



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: November 2, 2018
SUBJECT: **Approve Agreement for Special Contract Services with Solution Tree Inc. to Provide Professional Development for Villalovoz, Jacobson, North and George Kelly Schools Teachers at Villalovoz School on March 1, 2019**

BACKGROUND: Villalovoz School will concentrate efforts to improve Professional Learning Community (PLC) effectiveness. One team of teachers attended Solution Tree Inc. PLC conference during the 2017-2018 school year. On March 1, 2019, Solution Tree Inc. will deliver an on-site professional development by Luis Cruz at Villalovoz for teachers of Villalovoz, Jacobson, North and George Kelly Schools.

RATIONALE: PLC's are necessary to increase effective collaboration in our school. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #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 Title I funds not to exceed a total of \$ 6,500.00

RECOMMENDATION: Approve Agreement for Special Contract Services with Solution Tree Inc. to Provide Professional Development for Villalovoz, Jacobson, North and George Kelly Schools Teachers at Villalovoz School on March 1, 2019.

Prepared by: Erin Quintana, Villalovoz School, Principal

Solution Tree, Inc.
Purchase Agreement

Effective October 8, 2018, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Tracy Unified School District - Villalovoz Elementary School ("Customer") located at 1550 Cypress Drive Tracy, CA US 95376 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Onsite Professional Development	\$6,500.00
Total	\$6,500.00

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the Onsite Professional Development amount will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$1,300.00	Upon execution of Agreement
Onsite Professional Development	\$5,200.00	March 1, 2019

3. **Onsite Professional Development**

- 3.1. **Description of Services:** Solution Tree agrees to provide a speaker, Luis F. Cruz ("Associate"), to disseminate information for Customer on the topic of *PLC at Work®* on March 1, 2019.
- 3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. **General Terms**

- 4.1. **Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated

reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

4.2. Force Majeure: If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.

4.3. Termination: Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.

a. Onsite Professional Development: If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Onsite Professional Development Services.

4.4. Entire Agreement: This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

Erin Quintana
Principal
Villalovoz Elementary School

Date

Ali Cummins
Associate Director of Professional Development
Solution Tree, Inc.

Date

Please email this Agreement to Michael Richter at michael.richter@SolutionTree.com or fax to 866.308.3135.

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: _____
Title: _____
Phone: _____
Email: _____
Cell #: _____
Fax: _____

Who will receive and pay the invoices?

Contact: _____
Title: _____
Phone: _____
Email: _____
Fax: _____

Shipping Information (required for resource delivery)

Shipping Contact: _____
Shipping Address: _____
City, State, Zip: _____
Phone: _____
Delivery Date: _____
Delivery Times: _____

Choose one: ☐ Do you have a Delivery Dock?
☐ Do you have double doors (for pallet)?
☐ Do you require inside delivery?

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: Solution Tree agrees to provide a speaker, Luis F. Cruz ("Associate"),
to disseminate information for teachers on the topic of PLC at Work on March 1, 2019.

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

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

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

- a. District shall pay \$6,500 per [] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$6,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$_____ 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 March 1, 2019, and shall terminate on March 1, 2019.

5. This agreement may be terminated at any time during the term by either party upon 90 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, Erin Quintana, at (209) 830-3331 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

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: October 23, 2018
SUBJECT: **Approve Overnight Travel for Forty-Eight Tracy High AVID Students and Six Advisors to Visit Colleges in San Diego, CA on February 15-18, 2019**

BACKGROUND: Students recruited for AVID are under-served students who enter the program at the high school and middle school levels. They are then enrolled in a college preparatory sequence and in an elective section of AVID where they receive the academic and motivational support to succeed. The elective class teachers work on skills necessary for being successful in both high school and college, and as the students get closer to their senior year, we prepare them to apply for colleges and financial aid. The students will be transported by bus. The advisors and students will stay at the Quality Inn in Lake Elsinore.

RATIONALE: Since AVID is all about getting students ready for college, AVID students visit colleges every year to explore campuses that are available to them. This year, we would like to take the students to San Diego to visit CSUSD, UCSD, and USD. This will give students any opportunity to visit schools that they many have only dreamed of, and may inspire them to push themselves to get better grades and become more involved in school activities. Aligns with Strategic Goal # 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Lodging and transportation costs will not exceed \$16, 000. The cost is \$350.00 per student, which parents will pay, or the students will sponsor fundraising events to help with the cost.

RECOMMENDATION: Approve Overnight Travel for Forty-Eight Tracy High AVID Students and Six Advisors to Visit Colleges in San Diego, CA on February 15-18, 2019.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: November 2, 2017
SUBJECT: **Approve Overnight Travel for the Kimball High School Advanced Drama Students to Attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on March 14-17, 2019**

BACKGROUND: The Kimball High School (KHS) Advanced Drama students would like to attend the Disney: Behind the Scenes and Leadership Disney at the Disneyland Resort in Anaheim, CA. Students will train and learn from cast members in the performing arts on March 14-17, 2019. Forty (40) students will attend this event. They will travel to Anaheim after school on the afternoon of March 13 and will return home on March 17. Students will be transported by District approved parent volunteers in private vehicles. All drivers meet the District driving requirements. Supervision will be provided by the drama teacher, Geri Neylan and District approved parent volunteers. They will stay at the Camelot Inn & Suites in Anaheim CA. Academic arrangements have been made for these students.

RATIONALE: As part of Kimball's commitment to improve and grow their student performers, staff would like the Advanced Drama and Styles of Theatre students to have the opportunity to learn from a nationally recognized entertainment organization, Disney. The Performing Arts workshop is designed for all levels of actors; the workshop provides students with the building blocks of theatre, while exploring performance and storytelling techniques. Led by an industry show director or improvisational actor, the course focuses on tapping into the artist's unique voice, thereby discovering the tools to develop performance abilities. Students will also learn to build character, develop improvisational skills and maintain professionalism on the stage. This agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: There will be no cost to the District. The total cost per participant will be \$350, which includes training materials, park entrance and transportation. Funding for this trip will be paid through a combination of fundraising opportunities and personal funding for the participants electing to participate in this event.

RECOMMENDATION: Approve Overnight Travel for the Kimball High School Advanced Drama Students to Attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on March 14-17, 2019

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: November 5, 2018
SUBJECT: **Approve Out of State Travel for Educational Services Staff to Present At and Attend the Houghton Mifflin Harcourt (HMH) Executive Leadership Council in Boston, MA December 6-7, 2018**

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

Last year HMH created an Executive Leadership Council (ELC) that is comprised of about 10-12 superintendents from across the country. The HMH Leadership team meets with the ELC multiple times in a year with one annual in-person get together on a variety of topics; all aimed at collectively improving teaching, learning and student outcomes. The group is meeting in HMH Boston offices on Dec 6-7, 2018 for work on design thinking and planning and using data to improve student outcomes.

RATIONALE: Consultants from HMH have invited and requested that Dr. Sheila Harrison, Associate Superintendent of Educational Services attend the Executive Leadership Council meeting and participate in a presentation to highlight the work Tracy Unified staff has done with the Rigorous Curriculum Design (RCD) process and the implementation of the Rigor/Relevance Framework to support instruction. In addition, the valuable partnership between ICLE, a division of HMH and the District will be highlighted as well as the Data Insights Pilot the District has been engaged in with them this fall to make student achievement data more visible.

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

FUNDING: HMH will pay for the cost of air travel and hotel. The District will pay for airport parking/transportation, mileage and meals not to exceed \$320.00 and will be paid by District Carryover Title I funds.

RECOMMENDATION: Approve Out of State Travel for Educational Services Staff to Present At and Attend the Houghton Mifflin Harcourt (HMH) Executive Leadership Council in Boston, MA
December 6-7, 2018

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: November 13, 2018
SUBJECT: Approve Revised Title 1 School Site Plan Budgets for the Remainder of the 2018-2019 School Year

BACKGROUND: The TUSD School Plans and Budgets were approved at the June 11, 2018 Board Meeting. At the time of approval, preliminary budgets for the 2018-2019 school year had been projected. In August of 2018, the Federal Title 1 allocation was distributed to TUSD and was 8 % less than the spring 2018 preliminary projection. As of today's date, all funds have been fully allocated. The attached Title 1 School Site Budgets indicate an 8% reduction.

RATIONALE: Given the Federal Title 1 reduced allocation of 8% for the 2018-2019 school year, all Title 1 School Site Councils have met in October 2018 and unanimously approved the revised distribution of funds. TUSD Title 1 Schools include: Bohn Elementary, Central Elementary, Jacobson Elementary, McKinley Elementary, Monte Vista Middle School, North School, South West Park Elementary, Villalovos Elementary, West High School, Williams Middle School, and Willow Community Day School.

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

FUNDING: There is no additional cost for this revision.

RECOMMENDATION: Approve Revised Title 1 School Plan Budgets for the Remainder of the 2018-2019 School Year.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: October 31, 2018
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Ballew, Karol RSP 6-8	GKES	11/02/18	Personal

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Antognazzi, Brianna Special Ed Para Educator I	MVMS	10/31/18	Personal
Bulsara-Popal, Roopale Para Educator I	Jacobson	11/1/18	Accepted K-8 Library Tech. position at Poet
Carrera, Virginia Para Educator I	North	10/27/18	Accepted a Utility Person II position
Cedillo, Rebeca School Supervision Assist.	Hirsch	10/15/18	Accepted a Para Ed I position at Bohn
Gonzales, Hilda Custodian I	Jacobson	10/23/18	Accepted a Utility Person II position
Maestre, Mercadies Special Ed Para Ed I	McKinley	10/19/18	Accepted a (6) hour Special Ed Para I position at Stein

Nicol, Katheryn Account Clerk	Finance/ DEC	10/31/18	Accepted Secretary to the Director of MOT Position
Skinner, Bryan Food Service Worker	WHS	11/3/18	Personal

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

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: October 31, 2018
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Allegretti, Yasmine

Bhopal, Sarika

Bulsara-Popal, Roopale

Carrera, Virginia

Cedillo, Rebeca

CLASSIFIED

Special Education Para Educator I
(Replacement)
Monte Vista Middle School
Range 24, Step B - \$15.02 per hour
6 hours per day
Funding: Special Education

School Supervision Assistant (Replacement)
Central Elementary School
Range 21, Step C - \$14.69 per hour
2 hours per day
Funding: General Fund

K-8 Library Technician (Replacement)
Poet Christian School
Range 30, Step A - \$16.47 per hour
20 hours per week/Tuesday through Friday
Funding: State Lottery

Utility Person II (Replacement)
West High School
Range 35, Step A - \$18.53 per hour + ND
8 hours per day
Funding: General Fund

Para Educator I (Replacement)
Bohn Elementary School
Range 24, Step C - \$15.73 per hour
3 hours per day/Tuesday through Friday
Funding: Targeted SES

Diaz Morales, Mayely	Bilingual Para Educator I (Replacement) North Elementary School Range 24, Step A - \$14.35 per hour 4 hours per day Funding: Targeted EL
Flores-Sanchez, Imelda	Para Educator II (Replacement) Monte Vista Middle School Range 30, Step A - \$16.47 per hour 6.5 hours per day Funding: Special Ed – IDEA Base Grant
Golden, Michele	Food Service Worker (Replacement) Villalovoz Elementary School Range 22, Step D - \$15.73 per hour 2 hours per day Funding: Child Nutrition – CCFP Claims
Gonzales, Hilda	Utility Person II (New) Tracy High School Range 35, Step E - \$22.31 per hour + ND 8 hours per day Funding: General Fund
Maestre, Mercadies	Special Education Para Educator I (Replacement) Stein Continuation High School Range 24, Step C - \$15.73 per hour 6 hours per day Funding: Special Education
Martinez, Octavio	Utility Person III (New) Transportation/Grounds Range 36, Step A - \$18.95 per hour 8 hours per day Funding: Transportation Special Ed – 50%; Ongoing and Major Maintenance – 50%
Nicol, Katheryn	Secretary to the Director of MOT (Transportation) (Replacement) Range 40, Step D - \$23.97 per hour 4 hours per day Funding: Home to School-Transportation – 45%; Special Ed – Transportation – 20%; General Fund – 35%
Nicol, Katheryn	Secretary to the Director of MOT (Maintenance & Operations) (Replacement) Range 40, Step D - \$23.97 per hour 4 hours per day Funding: General Fund – 50% and Ongoing and Major Maintenance – 50%

Ramirez, Denise	Food Service Worker (New) Central Elementary School Range 22, Step B - \$14.35 per hour 2.5 hours per day Funding: Child Nutrition – School Program
Ramos, Maria Guadalupe Q.	School Supervision Assistant (New) S/WP Range 21, Step A - \$13.39 per hour (2) 1 hour per day positions Funding: General Fund
Sanchez, Rosa	Para Educator I (Replacement) Jacobson Elementary School Range 24, Step C - \$15.73 per hour 3 hours per day Funding: Targeted SES

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Brian R. Stephens, Superintendent
DATE: October 22, 2018
SUBJECT: Adopt Resolution No. 18-09 to Excuse Meeting Absence of Board Member

BACKGROUND: Board Bylaw 9250 and Education Code §35120 provide that a Board "...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to a hardship deemed acceptable by the board;"

RATIONALE: Board of Education member Jill Costa was absent for the regular meeting of October 9, 2018. The Board of Education finds that Jill Costa's absence from the meeting of October 9, 2018, was due to a family medical issue deemed acceptable by the Board of Education;

FUNDING: Unrestricted General Fund, Previously Budgeted.

RECOMMENDATION: Adopt Resolution No. 18-09 to Excuse Meeting Absence of Board Member.

Prepared by: Dr. Brian R. Stephens, Superintendent.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 18-09
Resolution to Excuse Meeting Absence of Board Member**

WHEREAS, Board Bylaw 9250 and Education Code §35120 provide that a Board “...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to illness or a hardship deemed acceptable by the board;”

WHEREAS, Board of Education member Jill Costa was absent for the regular meeting held October 9, 2018, due to a family medical issue;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education finds that Jill Costa’s absence from the regular meeting of October 9, 2018, was due to a hardship deemed acceptable by the Board of Education;

BE IT FURTHER RESOLVED that the Board of Education therefore determines that Ms. Costa shall be paid for her absence from the regular meeting of October 9, 2018, and further directs that the adoption of this Resolution shall be recorded in the minutes of this meeting of November 13, 2018.

Resolved this 13th day of November, 2018, at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES: NOES: ABSENT: ABSTENTION:

PRESIDENT, BOARD OF EDUCATION
TRACY UNIFIED SCHOOL DISTRICT

Attest:

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

Clerk
Board of Education
Tracy Unified School District



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Brian R. Stephens, Superintendent
DATE: October 25, 2018
SUBJECT: Adopt Resolution No. 18-10 to Excuse Meeting Absence of Board Member

BACKGROUND: Board Bylaw 9250 and Education Code §35120 provide that a Board "...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to a hardship deemed acceptable by the board;"

RATIONALE: Board of Education member Ted Guzman was absent for the regular meeting of October 23, 2018. The Board of Education finds that Ted Guzman's absence from the meeting of October 23, 2018, was due to a medical issue deemed acceptable by the Board of Education;

FUNDING: Unrestricted General Fund, Previously Budgeted.

RECOMMENDATION: Adopt Resolution No. 18-10 to Excuse Meeting Absence of Board Member.

Prepared by: Dr. Brian R. Stephens, Superintendent.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 18-10
Resolution to Excuse Meeting Absence of Board Member**

WHEREAS, Board Bylaw 9250 and Education Code §35120 provide that a Board "...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to illness or a hardship deemed acceptable by the board;"

WHEREAS, Board of Education member Ted Guzman was absent for the regular meeting held October 23, 2018, due to illness.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education finds that Ted Guzman's absence from the regular meeting of October 23, 2018, was due to illness or a hardship deemed acceptable by the Board of Education;

BE IT FURTHER RESOLVED that the Board of Education therefore determines that Mr. Guzman shall be paid for his absence from the regular meeting of October 23, 2018, and further directs that the adoption of this Resolution shall be recorded in the minutes of this meeting of November 13, 2018.

Resolved this 13^h day of November, 2018, at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

PRESIDENT, BOARD OF EDUCATION
TRACY UNIFIED SCHOOL DISTRICT

Attest:

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

Clerk
Board of Education
Tracy Unified School District



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Brian R. Stephens, Superintendent
DATE: November 1, 2018
SUBJECT: Adopt Resolution No. 18-12 Establishing November as “Sikh American Awareness & Appreciation Month”

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

RATIONALE: This resolution recognizes the importance of the arts in education and in our society. It advocates for school districts to continue offering a comprehensive Visual and Performing Arts program for all students. This Agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: N/A

RECOMMENDATION: Adopt Resolution No. 18-12 Establishing November as “Sikh American Awareness & Appreciation Month”.

Prepared by: Dr. Brian Stephens, Superintendent.



TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION No. 18-12
RESOLUTION AUTHORIZING NOVEMBER AS
“SIKH AMERICAN AWARENESS & APPRECIATION MONTH”

WHEREAS, The Sikh population in California includes large communities in the agricultural towns of the Central Valley. Members of the Sikh community have testified to the State Board of Education that Sikhs have been targets of hate crimes and that young Sikhs have been subjected to bullying because of the different styles of clothing that they wear; and

WHEREAS, action by the Legislature has called attention to the important contributions made by Sikh Americans to the history of California; and

WHEREAS, Assembly Concurrent Resolution (ACR) 25 has declared November to be California Sikh American Awareness and Appreciation Month; and

WHEREAS, Tracy Unified School District recognizes and acknowledges the significant contributions made by Californians of Sikh heritage to our state, and by adoption of this resolution, seeks to afford all Californians the opportunity to better understand, recognize, and appreciate the rich history and shared principles of Sikh Americans; and

THEREFORE, BE IT RESOLVED, that the Tracy Unified School District Board of Education joins the California State Board of Education in proclaiming the Month of November as Sikh Awareness and Appreciation Month and encourages all schools in the Tracy Unified School District to celebrate with opportunities for student activities that demonstrate learning, understanding, recognition, and appreciation of the rich history and shared principles of Sikh Americans;” and

BE IT FURTHER RESOLVED, that the Superintendent will provide copies of this resolution to each school site within the Tracy Unified School District.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Education
Tracy Unified School District

Clerk
Board of Education
Tracy Unified School District



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: November 2, 2018
SUBJECT: Approve Revised TUSD Master Plan for Services to English Learners - 2nd Reading

BACKGROUND: The TUSD Master Plan for Services to English Learners provides the educational staff and community up to date information regarding the legal requirements for English learner programs. The plan explains and guides the placement, assessment, reclassification, and monitoring practices for English Learners. The last major revision to the district's EL Master Plan was in the fall of 2017. Since that time the Master Plan has been updated to reflect changes in standards, assessment, and accountability at the state and federal level. However, over the past eighteen months there have been major changes at both the state and federal level that have resulted in significant changes to the English learner programs effective July 1, 2017. The passage of the Every Student Succeeds Act (ESSA) at the federal level increases the requirement for monitoring of effective language instruction educational programs for English learners and increased monitoring of reclassified students and of students with disabilities who are EL. ESSA also changes the requirements for annual notices for parents of ELs. The passage of Proposition 58 in the fall of 2016 is driving changes to the programs and services provided in California. These changes include a redefinition of Structured English Immersion, the elimination of the English Language Mainstream program description, and the elimination of the requirement for waivers to participate in a dual language/bilingual program. The TUSD Master Plan for Services to English Learners has been revised to reflect the changes resulting from the new regulations aligned to the English Language Proficiency Assessments for California (ELPAC) and reclassification process for English Learners. The District English Learner Advisory Committee (DELAC) has been informed about updates to the Master Plan over the years and will be provided with an in-depth orientation to the revised Master Plan this fall.

RATIONALE: The District Master Plan for Services to English Learners has undergone major revisions to reflect changes at both the state and federal level that took effect July 1, 2017. The revised plan needs to be approved by the local governing board.

FUNDING: There is no cost to the District

RECOMMENDATION: Approve Revised TUSD Master Plan for Services to English Learners – 2nd Reading

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: November 2, 2018
SUBJECT: Adopt Revisions to Board Policies BP 0410, BP 5022, BP 5111.1, BP 5125 and Acknowledge Administrative Regulations AR 5111.1 (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 or Administrative Regulations identified by CSBA as needing revision to address requirements of AB 699. Some require revision to match current 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 Board Association.

BP/AR	Required Change	Notes
BP 0410 Nondiscrimination in District Programs and Activities	Adopt new BP 0410	The proposed BP is new, and does not replace any existing BP or AR. The proposed BP exactly replicates the language recommended by CSBA.
BP 5022 Student Family Privacy Laws	Adopt new BP 5022	The proposed BP is new, and does not replace any existing BP or AR. The proposed BP exactly replicates the language recommended by CSBA.
BP 5111.1 District Residency	Adopt new BP 5111.1	The proposed BP is new, and does not replace any existing BP or AR. The proposed BP exactly replicates the language recommended by CSBA.
AR 5111.1 District Residency	Acknowledge new AR 5111.1	The proposed AR is new, and does not replace any existing BP or AR. The

		proposed AR exactly replicates the language recommended by CBSA
BP/AR	Required Change	Notes
BP 5125 Student Records	Adopt new BP 5125	The proposed BP is new, and does not replace any existing BP or AR. The proposed BP exactly replicates the language recommended by CSBA.

FUNDING: N/A

RECOMMENDATION: Adopt Revisions to Board Policies BP 0410, BP 5022, BP 5111.1, BP 5125 and Acknowledge Administrative Regulations AR 5111.1 (Second Reading)

Prepared by: Mr. Rob Pecot, Director of Student Services and Curriculum.

Philosophy, Goals, Objectives and Comprehensive Plans

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, socio economic state, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 1240 - Volunteer Assistance)
 (cf. 4030 - Nondiscrimination in Employment)
 (cf. 4032 - Reasonable Accommodation)
 (cf. 4033 - Lactation Accommodation)
 (cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
 (cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
 (cf. 5131.2 - Bullying)
 (cf. 5145.3 - Nondiscrimination/Harassment)
 (cf. 5145.7 - Sexual Harassment)
 (cf. 5145.9 - Hate-Motivated Behavior)
 (cf. 5146 - Married/Pregnant/Parenting Students)
 (cf. 6145 - Extracurricular and Cocurricular Activities)
 (cf. 6145.2 - Athletic Competition)
 (cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
 (cf. 6164.6 - Identification and Education Under Section 504)
 (cf. 6178 - Career Technical Education)
 (cf. 6200 - Adult Education)

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

(cf. 3540 - Transportation)
 (cf. 3553 - Free and Reduced Price Meals)
 (cf. 5145.13 - Response to Immigration Enforcement)

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

TUSD Adopted:

The Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

(cf. 1330 - Use of Facilities)

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's web site and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

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

(cf. 5145.6 - Parental Notifications)

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with

disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 6163.2 - Animals at School)
 (cf. 7110 - Facilities Master Plan)
 (cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

(cf. 6020 - Parent Involvement)
 (cf. 9320 - Meetings and Notices)
 (cf. 9322 - Agenda/Meeting Materials)

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

 (title or position)

 (address)

 (telephone number)

 (email)

Legal Reference:
 EDUCATION CODE
 200-262.4 Prohibition of discrimination
 48980 Parental notifications
 48985 Notices to parents in language other than English

TUSD Adopted:

51007 Legislative intent: state policy
 GOVERNMENT CODE
 8310.3 California Religious Freedom Act
 11000 Definitions
 11135 Nondiscrimination in programs or activities funded by state
 12900-12996 Fair Employment and Housing Act
 54953.2 Brown Act compliance with Americans with Disabilities Act
 PENAL CODE
 422.55 Definition of hate crime
 422.6 Interference with constitutional right or privilege
 CODE OF REGULATIONS, TITLE 5
 4600-4670 Uniform complaint procedures
 4900-4965 Nondiscrimination in elementary and secondary education programs
 UNITED STATES CODE, TITLE 20
 1400-1482 Individuals with Disabilities in Education Act
 1681-1688 Discrimination based on sex or blindness, Title IX
 2301-2414 Carl D. Perkins Career and Technical Education Act
 6311 State plans
 6312 Local education agency plans
 UNITED STATES CODE, TITLE 29
 794 Section 504 of the Rehabilitation Act of 1973
 UNITED STATES CODE, TITLE 42
 2000d-2000d-7 Title VI, Civil Rights Act of 1964
 2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
 2000h-2000h-6 Title IX
 12101-12213 Americans with Disabilities Act
 CODE OF FEDERAL REGULATIONS, TITLE 28
 35.101-35.190 Americans with Disabilities Act
 36.303 Auxiliary aids and services
 CODE OF FEDERAL REGULATIONS, TITLE 34
 100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI
 104.1-104.39 Section 504 of the Rehabilitation Act of 1973
 106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:
 106.9 Dissemination of policy

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students
 Against Sex Discrimination, July 2016

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to
 Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

TUSD Adopted:

Dear Colleague Letter: Title IX Coordinators, April 2015
 Dear Colleague Letter, May 26, 2011
 Dear Colleague Letter: Harassment and Bullying, October 2010
 Notice of Non-Discrimination, Fact Sheet, August 2010
 Dear Colleague Letter: Electronic Book Readers, June 29, 2010
 Nondiscrimination in Employment Practices in Education, August 1991
 U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
 2010 ADA Standards for Accessible Design, September 2010
 Accessibility of State and Local Government Websites to People with Disabilities, June 2003
 WORLD WIDE WEB CONSORTIUM PUBLICATIONS
 Web Content Accessibility Guidelines, December 2008
 WEB SITES
 CSBA: <http://www.csba.org>
 California Office of the Attorney General: <http://oag.ca.gov>
 California Department of Education: <http://www.cde.ca.gov>
 California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>
 Safe Schools Coalition: <http://www.casafeschools.org>
 Pacific ADA Center: <http://www.adapacific.org>
 U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>
 U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act:
<http://www.ada.gov>
 U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>
 World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>

Student And Family Privacy Rights

Students

The Governing Board respects the rights of district students and their parents/guardians with regard to the privacy of their personal beliefs and the confidentiality of their personal information.

(cf. 5020 - Parent Rights and Responsibilities)
 (cf. 5021 - Noncustodial Parents)
 (cf. 5125 - Student Records)
 (cf. 5125.1 - Release of Directory Information)
 (cf. 6162.8 - Research)

The Superintendent or designee may collect, disclose, or use students' personal information for the exclusive purpose of developing, evaluating, or providing educational products or services for or to students or educational institutions, such as the following: (20 USC 1232h)

1. College or other postsecondary education recruitment or military recruitment
2. Book clubs, magazines, and programs providing access to low-cost literary products
3. Curriculum and instructional materials used by elementary and secondary schools
4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments

(cf. 6162.5 - Student Assessment)
 (cf. 6162.51 - State Academic Achievement Tests)

5. The sale by students of products or services to raise funds for school-related or education-related activities

(cf. 1321 - Solicitation of Funds from and by Students)

6. Student recognition programs

(cf. 5126 - Awards for Achievement)

The Superintendent or designee is prohibited from collecting, disclosing, or using a student's individually identifiable information, including his/her name, parent/guardian's name, home or

other physical address, telephone number, or social security number, for the purpose of marketing or selling that information or providing the information to others for that purpose.

However, the district shall not use surveys to collect social security numbers or the last four digits of social security numbers, or information or documents regarding citizenship or immigration status, of students or their families. (Education Code 234.7, 49076.7)

The Superintendent or designee shall consult with parents/guardians regarding the development of regulations pertaining to other uses of personal information, which shall, at a minimum, address the following: (20 USC 1232h)

1. Arrangements for protecting student privacy when collecting, disclosing, or using students' individually identifiable information for any purpose
2. Arrangements to protect student privacy in the administration of surveys that may request information about the personal beliefs and practices of students and their families
3. The rights of parents/guardians to inspect the following, and any applicable procedures for granting reasonable access to the following in a reasonable period of time:
 - a. Survey instruments requesting information about their personal beliefs and practices or those of their children
 - b. Instructional materials used as part of their children's educational curriculum
 - c. Instruments used in the collection of personal information for the purpose of marketing or sale
4. Any nonemergency physical examinations or screenings that the school may administer

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committee)
(cf. 1230 - School-Connected Organizations)

The Superintendent or designee shall notify parents/guardians of the adoption or continued use of the district's policy pertaining to the rights specified in items #1-4 above. (20 USC 1232h)

(cf. 5145.6 - Parental Notifications)

Legal Reference:

EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status

49076.7 Privacy of student records; social security numbers

49450-49458 Physical examinations

49602 Confidentiality of personal information received during counseling

51101 Parents Rights Act of 2002

51513 Test, questionnaire, survey, or examination concerning personal beliefs

51514 Nonremoval of survey questions pertaining to sexual orientation or gender identity

51938 Sexual Health and HIV/AIDS Prevention Education Act; notice and parental excuse

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1232h Protection of pupil rights

Management Resources:

WEB SITES

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

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

U.S. Department of Education, Family Policy Compliance Office:

<http://www.ed.gov/offices/OM/fpco>

DISTRICT RESIDENCY

The Governing Board desires to admit all students who reside within district boundaries or who fulfill the district residency requirements through other means as allowed by law. The Superintendent or designee shall develop procedures to facilitate the receipt and verification of students' proof of residency.

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

The Superintendent or designee shall require parents/guardians to provide documentation of the student's residency upon admission to a district school. A copy of the document or written statement offered as verification of residency shall be maintained in the student's mandatory permanent record. (5 CCR 432)

When establishing students' residency for enrollment purposes, the Superintendent or designee shall not inquire into the citizenship or immigration status of students or their family members.

A student's enrollment may be denied when the submitted documentation is insufficient to establish district residency. In any such case, the Superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.

Investigation of Residency

When the Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, he/she may make reasonable efforts to determine that the student meets district residency requirements. An investigation may be initiated when the Superintendent or designee is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency. (Education Code 48204.1, 48204.2)

The Superintendent or designee may assign a trained district employee to conduct the investigation. The investigation may include the examination of records, including public records, and/or interviews of persons who may have knowledge of the student's residency.

If necessary, the Superintendent or designee may employ the services of a private investigator to conduct the investigation. Before hiring a private investigator, the Superintendent or designee shall make other reasonable efforts to determine whether the student resides in the district. (Education Code 48204.2)

The investigation shall not include the surreptitious collection of photographic or videographic images of persons or places subject to the investigation. However, the use of technology is not prohibited if done in open and public view. (Education Code 48204.2)

Any employee or contractor engaged in the investigation shall truthfully identify himself/herself

TUSD Adopted:

DISTRICT RESIDENCY

as an investigator to individuals contacted or interviewed during the course of the investigation. (Education Code 48204.2)

Appeal of Enrollment Denial

If the Superintendent or designee, upon investigation, determines that a student does not meet district residency requirements and denies the student's enrollment in the district, he/she shall provide the student's parent/guardian an opportunity to appeal that determination. (Education Code 48204.2)

The Superintendent or designee shall send the student's parent/guardian written notice specifying the basis for the district's determination. This notice shall also inform the parent/guardian that he/she may, within 10 school days, appeal the decision and provide new evidence of residency.

The burden shall be on the parent/guardian to show why the district's determination to deny enrollment should be overruled. (Education Code 48204.2)

A student who is currently enrolled in the district shall be allowed to remain in attendance at his/her school pending the results of the appeal. A student who is not currently enrolled in the district shall not be permitted to attend any district school unless his/her appeal is successful.

In an appeal to the Superintendent or designee of a determination that district residency requirements were not met, the Superintendent shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision within 10 school days of receipt of the parent/guardian's request for the appeal. The Superintendent's/designee decision shall be final.

Enrollment Not Requiring District Residency

When approved by the Board and the appropriate agency, the district may enroll students from other countries who are in the United States on an F-1 visa or are participating in an international exchange program under the sponsorship of a government-approved agency.

The district may enroll a nonresident student living in an adjoining state or foreign country in accordance with Education Code 48050-48052.

District residency is not required for enrollment in a regional occupational center or program if there are openings in the program or class. (Education Code 52317)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

234.7 Student protections relating to immigration and citizenship status

35160.5 Intradistrict open enrollment

TUSD Adopted:

DISTRICT RESIDENCY

35351 Assignment of students to particular schools
 46600-46611 Interdistrict attendance permits
 48050-48054 Nonresidents
 48200-48208 Compulsory education law, especially:
 48204 Residency requirements
 48204.1-48204.4 Evidence of residency
 48300-48317 Student attendance alternatives, school district of choice program
 48350-48361 Open Enrollment Act transfers
 48645.5 Former juvenile court school students, enrollment
 48852.7 Education of homeless students; immediate enrollment
 48853.5 Education of foster youth; immediate enrollment
 48980 Notifications at beginning of term
 52317 Regional occupational program, admission of persons including nonresidents

FAMILY CODE

6550-6552 Caregivers

GOVERNMENT CODE

6205-6210 Confidentiality of residence for victims of domestic violence

CODE OF REGULATIONS, TITLE 5

432 Retention of student records

UNITED STATES CODE, TITLE 8

1229c Immigration and Nationality Act

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

COURT DECISIONS

Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47
 Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources:**CSBA PUBLICATIONS**

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

Legal Guidance Regarding International Student Exchange Placement Organizations, April 2014

CALIFORNIA ATTORNEY GENERAL'S OFFICE PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014

Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014

WEB SITES

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

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

California Office of the Attorney General: <http://oag.ca.gov>

TUSD Adopted:

DISTRICT RESIDENCY

California Secretary of State, Safe at Home Program: <http://www.sos.ca.gov/safeathome>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

U.S. Department of Justice: <http://www.justice.gov>

District Residency

Students

Criteria for Residency

A student shall be deemed to have complied with district residency requirements for enrollment in a district school if he/she meets any of the following criteria:

1. The student's parent/guardian resides within district boundaries. (Education Code 48200)

2. The student is placed within district boundaries in a regularly established licensed children's institution, a licensed foster home, or a family home pursuant to a court-ordered commitment or placement. (Education Code 48204)

3. The student is admitted through an interdistrict attendance option. (Education Code 46600, 48204, 48301, 48356)

(cf. 5117 - Interdistrict Attendance)

(cf. 5118 - Open Enrollment Act Transfers)

4. The student is an emancipated minor residing within district boundaries. (Education Code 48204)

5. The student lives with a caregiving adult within district boundaries and the caregiving adult submits an affidavit to that effect. (Education Code 48204)

6. The student resides in a state hospital located within district boundaries. (Education Code 48204)

7. The student is confined to a hospital or other residential health facility within district boundaries for treatment of a temporary disability. (Education Code 48204, 48207)

(cf. 6183 - Home and Hospital Instruction)

8. The student's parent/guardian resides outside district boundaries but is employed within district boundaries and lives with the student at the place of employment for a minimum of three days during the school week. (Education Code 48204)

9. The student's parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within the state. (Education Code 48204.3)

(cf. 6173.2 - Education of Children of Military Families)

10. The student's parent/guardian was a resident of California who departed the state against his/her will due to a transfer by a government agency that had custody of the parent/guardian, a lawful order from a court or government agency authorizing his/her removal, or removal or departure pursuant to the federal Immigration and Nationality Act, and the student lived in California immediately before moving out of state as a result of his/her parent/guardian's departure. (Education Code 48204.4)

(cf. 5145.13 - Response to Immigration Enforcement)

Residency Based on Parent/Guardian Employment (Allen Bill Transfers)

District residency status may be granted to a student if at least one of his/her parents/guardians is physically employed within district boundaries for a minimum of 10 hours during the school week. No student seeking residency on this basis shall be denied enrollment based on race, ethnicity, sex, parental income, scholastic achievement, or any of the individual characteristics set forth in Education Code 220. However, the Superintendent or designee may deny enrollment into the district if any of the following circumstances is present: (Education Code 48204)

1. The additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer.
2. Enrollment of the student would adversely affect the district's court-ordered or voluntary desegregation plan as determined by the Governing Board.
3. Other circumstances exist that are not arbitrary.

Such circumstances may include, but are not limited to, overcrowding of school facilities at the relevant grade level.

Once a student establishes residency on this basis, he/she shall not be required to reapply for enrollment in subsequent years. The student may continue to attend school in the district through the highest grade level offered by the district if the parent/guardian so chooses and if at least one parent/guardian of the student continues to be physically employed by an employer situated within district boundaries, subject to the exceptions in items #1-3 above. (Education Code 48204)

The Superintendent or designee may deny a transfer out of the district by a student whose parent/guardian is employed within the boundaries of another district if the difference between the number of students entering and exiting the district on the basis of parent/guardian employment exceeds the limits prescribed in Education Code 48204. (Education Code 48204)

Proof of Residency

The district shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members for the purpose of determining residency within the district. (Education Code 234.7)

Evidence of residency may be established by documentation showing the name and address of the parent/guardian within the district, including, but not limited to, any of the following: (Education Code 48204.1)

1. Property tax payment receipt
2. Rental property contract, lease, or payment receipt
3. Utility service contract, statement, or payment receipt
4. Pay stub
5. Voter registration
6. Correspondence from a government agency
7. Declaration of residency executed by the student's parent/guardian
8. If the student is an unaccompanied youth as defined in 42 USC 11434a, a declaration of residency executed by the student
9. If the student is residing in the home of a caregiving adult within district boundaries, an affidavit executed by the caregiving adult in accordance with Family Code 6552

(cf. 5141 - Health Care and Emergencies)

A parent/guardian seeking residency status on the basis of his/her employment within district boundaries shall submit proof of the employment which may include, but not be limited to, a paycheck stub or letter from his/her employer listing a physical address within district boundaries. Such evidence shall also indicate the number of hours or days per school week that the parent/guardian is employed at that location.

A parent/guardian who is transferred or pending transfer into a military installation within the state shall provide proof of residence in the district within 10 days after the published arrival date provided on official documentation. For this purpose, he/she may use as his/her address a temporary on-base billeting facility, a purchased or leased home or apartment, or federal government or public-private venture off-base military housing. (Education Code 48204.3)

A student whose parent/guardian's departure from the state occurred against his/her will pursuant to item #10 in the section "Criteria for Residency" above shall be in compliance with district residency requirements if he/she provides official documentation of the parent/guardian's departure and evidence demonstrating that the student was enrolled in a public school in California immediately before moving outside the state. (Education Code 48204.4)

Any homeless or foster youth or student who has had contact with the juvenile justice system shall be immediately enrolled in school even if he/she is unable to provide proof of residency. (Education Code 48645.5, 48852.7, 48853.5; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.3 - Education for Juvenile Court School Students)

Safe at Home/Confidential Address Program

When a student or parent/guardian participating in the Safe at Home program requests that the district use the substitute address designated by the Secretary of State, the Superintendent or designee may request the actual residence address for the purpose of establishing residency within district boundaries but shall use the substitute address for all future communications and correspondence and shall not include the actual address in the student's file or any other public record. (Government Code 6206, 6207)

(cf. 3580 - District Records)

Students

The Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. The Superintendent or designee shall establish administrative regulations governing the identification, collection, retention, and security of student records. These regulations shall ensure the rights of authorized persons to have timely access to student records while maintaining the confidentiality of student records consistent with state and federal law.

(cf. 3580 - District Records)
 (cf. 4040 - Employee Use of Technology)
 (cf. 5125.1 - Release of Directory Information)
 (cf. 5125.3 - Challenging Student Records)

The Superintendent or designee shall designate a certificated employee to serve as custodian of records with responsibility for student records at the district level. At each school, the principal or a certificated employee shall be designated as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information.

(cf. 4131 - Staff Development)
 (cf. 4231 - Staff Development)
 (cf. 4331 - Staff Development)

The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. The Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or a judicial subpoena. If a district employee receives such a request, he/she shall immediately report the request to the Superintendent. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

(cf. 5145.13 - Response to Immigration Enforcement)

TUSD Adopted:

The Superintendent or designee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, nor shall he/she disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. Such information may only be compiled or exchanged with other local, state, or federal agencies if the information is aggregated and is not personally identifiable. (Government Code 8310.3)

Student Records from Social Media

The Superintendent or designee may gather and maintain information from the social media of any district student, provided that the district first notifies students and parents/guardians about the proposed program, offers an opportunity for public comment at a regularly scheduled Board meeting, and gathers only information that directly pertains to school safety or student safety. (Education Code 49073.6)

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5131.2 - Bullying)
(cf. 5145.6 - Parental Notifications)
(cf. 9322 - Agenda/Meeting Materials)
(cf. 9323 - Meeting Conduct)

Contract for Digital Storage, Management, and Retrieval of Student Records

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

(cf. 3312 - Contracts)

Legal Reference:

EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status
17604 Contracts
48201 Student records for transfer students who have been suspended/expelled
48853.5 Foster youth; placement, immunizations
48902 Notification of law enforcement of specified violations
48904-48904.3 Withholding grades, diplomas, or transcripts
48918 Rules governing expulsion procedures

TUSD Adopted:

48980 Parental notifications
 48985 Notices in parent/guardian's primary language
 49060-49079 Student records
 49091.14 Parental review of curriculum
 51747 Independent study
 56041.5 Rights of students with disabilities
 56050 Surrogate parents
 56055 Foster parents
 69432.9 Cal Grant program; notification of grade point average
 BUSINESS AND PROFESSIONS CODE
 22580-22582 Digital privacy
 22584-22585 Student Online Personal Information Protection Act
 22586-22587 Early Learning Personal Information Protection Act
 CODE OF CIVIL PROCEDURE
 1985.3 Subpoena duces tecum
 FAMILY CODE
 3025 Access to records by noncustodial parents
 6552 Caregiver's authorization affidavit
 GOVERNMENT CODE
 6252-6260 Inspection of public records
 HEALTH AND SAFETY CODE
 120440 Immunizations; disclosure of information
 PENAL CODE
 245 Assault with deadly weapon
 WELFARE AND INSTITUTIONS CODE
 681 Truancy petitions
 701 Juvenile court law
 16010 Health and education records of a minor
 CODE OF REGULATIONS, TITLE 5
 430-438 Individual student records
 16020-16027 Destruction of records of school districts
 UNITED STATES CODE, TITLE 20
 1232g Family Educational Rights and Privacy Act
 1232h Protection of Pupil Rights Amendment
 UNITED STATES CODE, TITLE 26
 152 Definition of dependent child
 UNITED STATES CODE, TITLE 42
 11434a McKinney-Vento Homeless Assistance Act; definitions
 CODE OF FEDERAL REGULATIONS, TITLE 16
 Part 312 Children's Online Privacy Protection Rule
 CODE OF FEDERAL REGULATIONS, TITLE 34
 99.1-99.67 Family Educational Rights and Privacy
 300.501 Opportunity to examine records for parents of student with disability

Management Resources:
 CSBA PUBLICATIONS

TUSD Adopted:

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017
CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS
Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018
FEDERAL REGISTER
Final Rule and Analysis of Comments and Changes, Family Educational Rights and Privacy, December 9, 2008, Vol. 73, No. 237, pages 74806-74855
NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS
Data in the Cloud: A Legal and Policy Guide for School Boards on Student Data Privacy in the Cloud Computing Era, April 2014
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
IDEA and FERPA Confidentiality Provisions, 2014
Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records, 2008
Balancing Student Privacy and School Safety: A Guide to the Family Educational Rights and Privacy Act for Elementary and Secondary Schools, October 2007
WEB SITES
CSBA: <http://www.csba.org>
California Department of Education: <http://www.cde.ca.gov>
National School Boards Association: <http://www.nsba.org>
U.S. Department of Education, Family Policy Compliance, <http://www.ed.gov/policy/gen/guid/fpc>



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: October 31, 2018
SUBJECT: Approve Declaration for a Provisional Internship Permit

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

RATIONALE: The Provisional Internship Permit allows the employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Declaration for a Provisional Internship Permit.

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

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

DECLARATION

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

Maylin Davila; Williams Middle School, Special Education; RSP 6-8 grade

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: November 1, 2018
SUBJECT: **Approve Job Description and Salary Placement for Adult School Counselor**

RATIONALE: Tracy Adult School, in partnership with the Delta Sierra Adult Education Alliance, promotes the educational and economic advancement of adult learners through the coordination and alignment of supportive programs and services. Our overall goal is to educate and promote seamless transitions for our students; ensuring that adults have the knowledge and skills necessary to participate effectively as citizens, workers, parents, family and community members. The adult school counselor is necessary to help students develop short and long term goals, help students access support services and develop resilience to make ongoing progress.

This new job description accurately reflects the essential functions, education, and experience, skills, and qualifications for the position of Adult School Counselor. 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: Adult Education Program funds. The annual salary cost is estimated to be \$115,710.98 for the position of Adult School Counselor.

RECOMMENDATION: Approve Job Description and Salary Placement for Adult School Counselor.

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Adult School Counselor

DEPARTMENT: Adult School

POSITION SUMMARY: The Adult School Counselor, under the direction of the Director of Adult Education and Career and Technical Education, will provide guidance and assistance for adult students in the English as a Second Language (ESL), High School Diploma, High School Equivalency, and Adult Basic Education Programs, to facilitate the achievement of career and academic goals. The Adult School Counselor will also work towards the implementation of the Delta Sierra Adult Education Alliance's regional transition plans and goals. The Adult School Counselor will serve 205 days of service per school year, 8 hours per day, M-F, and shall work on a prearranged schedule, as determined by his/her Supervisor, which may be between the hours of 7:00 a.m. and 9:00 p.m.

ESSENTIAL FUNCTIONS:

1. Provides for all students the opportunity of either individual; or group counseling, including matters concerning student academic or social behavior.
2. Provides all teachers and parents the opportunity for consultation regarding student academic and/or social behavior.
3. Helps students to define their long-range educational goals. Assists them in making appropriate decisions regarding their school program; interprets requirements relating to successful performance in various courses of study and for promotion, graduation, and job-entry vocational skills or college entrance requirements; and assists students in establishing short-range goals for each school year and in setting personal performance standards.
4. Provides for all students' services of academic advising, course selecting, articulation between Adult Education Programs and other District Programs.
5. Assists in the development of appropriate educational plans for all students and their personal, college and career advancement.
6. Provides information and advises students on college selection and entrance procedures.
7. Maintains records necessary for the accomplishment of his or her duties including a file on each student advised; a record of conferences with students and parents; and a record of students marks, progress reports; and current course of studies for individual students.
8. Maintains contact with area community based organizations and public agencies in order to properly refer to outside resources.
9. Advises, cooperates and/or participates with the Director of Adult Education and Career and Technical Education in major decisions involving budgeting, staffing, and curriculum.
10. Maintains professional competence through participation in in-service education activities provided by the district and/or professional growth activities.
11. Coordinates, implements and evaluates individual and group testing to students, and teachers; implements and interprets screening programs as they relate to students advised.
12. Works with K-12 administrators, advisory, committees, and community business and agencies to develop K-Adult, Life-Long Learning, School-to-Career concept of education, and Independent Learning.

13. Coordinates off-campus classes in community centers, city schools and rural schools throughout the district.
14. Coordinates the Adult Basic Education (ABE), English as a Second Language (ESL), ESL/Citizenship programs and other adult school programs as assigned.
15. Assists the Director in developing all schedules, brochures, and publicity for all adult education programs.
16. Maintains regular and prompt attendance in the workplace.
17. Performs other related duties as assigned.

It is the responsibility of each counselor to provide appropriate counseling services for every student, teacher, or parent that request it. In addition to personal counseling, each counselor shall be responsible to furnish assistance in the areas of: Subject Choice , Curriculum, Test Interpretation, Student Placement Level, Advanced Training Selection, Research, Scholarships and Loans, Follow-up Data, Vocational Choice, Student Achievement, Job Placement and Student Recommendations

EDUCATION AND EXPERIENCE: The Adult School Counselor must hold a valid California Pupil Personnel Services (PPS) credential. Previous adult school experience, or experience as a high school counselor and/or teacher is desirable.

SKILLS AND QUALIFICATIONS:

1. Ability to apply strong communication skills, both orally and in writing.
2. Ability to prepare comprehensive reports.
3. Possess leadership skills necessary to effectively conduct meetings/trainings.
4. Knowledge of State and local education laws, codes and regulations.
5. Analyze situations effectively and adopt an effective course of action.
6. Ability to establish and maintain cooperative working relationship with those contacted during the course of work.
7. Strong interpersonal skills.
8. Work independently with minimal supervision.
9. Ability to collect and analyze data for evaluation and improvement of instructional practices and programs.
10. Maintains confidentiality.
11. Ability to apply effective leaderships skills.
12. Knowledge of current guidance counseling methodology and practices.
13. Communicates and collaborates effectively with diverse groups and audiences.
14. Ability to integrate current technology into work and job functions.

PHYSICAL REQUIREMENTS:

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

1. Sit for extended periods of time.
2. Enter data into a computer terminal and operate standard office equipment for extended periods of time.
3. See and read a computer screen and printed matter with or without vision aids.
4. Speak so that others may understand at normal levels in person and on the telephone.
5. Hear and understand at normal levels and on the telephone with or without hearing aids.
6. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
7. Bend, squat, stoop and/or climb.
8. Reach overhead, grasp, push/pull up to 25 pounds for short distances.
9. Lift and/or carry up to 50 pounds at waist height for short distances.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors in a standard office and/or classroom environment and come in direct contact with school site staff, students, parents, and the public. In addition, the Adult School Counselor must perform duties and responsibilities that occur outside school buildings and facilities on the school campus and at other program related activities and events.

SALARY: Psychologist and Counselor Salary Schedule (LMP), Class 6

DAYS OF SERVICE: 205 Days

Board Approval:



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: November 1, 2018
SUBJECT: **Approve Resolution No. 18-11 Authorizing Teachers to Teach Outside Their Credential Authorization**

BACKGROUND: Education Code Section 44263 authorizes teachers to teach outside their credential authorization provided that the teacher has eighteen (18) semester units of coursework, or nine (9) semester units of upper division or graduate coursework in the subject area to be taught. The Tracy Unified School District currently has 3 teachers on this Education Code.

Education Code Section 44256(b) authorizes the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least (12) semester units, or (6) upper division or graduate units of coursework at an accredited institution in each subject to be taught. The Tracy Unified School District currently has 19 teachers on this Education Code.

Education Code 44258.2 authorizes the holder of a single subject teaching credential or a standard secondary teaching credential, with his or her consent, to be assigned by action of the governing board to teach classes in grades 5 to 8, inclusive, in middle school, if he or she has a minimum of (12) semester units or (6) upper division or graduate units, of coursework at an accredited institution in the subject which he or she is assigned. The Tracy Unified School District currently has 1 teacher on this Education Code.

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

FUNDING: None.

RECOMMENDATION: Approve Resolution No. 18-11 Authorizing Teachers to Teach Outside Their Credential Authorization.

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



**BEFORE THE BOARD OF TRUSTEES OF TRACY UNIFIED SCHOOL DISTRICT OF
SAN JOAQUIN COUNTY, STATE OF CALIFORNIA
RESOLUTION 18-11
AUTHORIZING TEACHERS TO TEACH OUTSIDE OF THEIR CREDENTIAL
AUTHORIZATION 2018-2019**

BE IT RESOLVED that the Governing Board pursuant to Education Code Sections **44263** hereby authorizes assignment of a teacher licensed pursuant to the provisions of these sections, with his or her consent, to teach outside their credential authorization provided that the teacher has eighteen (18) semester units of coursework, or nine (9) semester units of upper division or graduate coursework in the subject area to be taught, and teach any subject in departmentalized classes to a given class or group of students in grades k-12. Education Code **44256(b)** authorizes the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in a departmentalized setting to students below grade 9, provided that the teacher has completed at least twelve (12) semester units, or (6) upper division or graduate units of coursework. Education Code **44258.2** authorizes the holder of a single subject teaching credential or a standard secondary teaching credential, with his or her consent, be assigned by action of the governing board to teach classes in grades 5 to 8, inclusive, in middle school, if he or she has a minimum of (12) semester units or (6) upper division or graduate units, of coursework at an accredited institution in the subject which he or she is assigned.

Authorization shall remain valid for one year.

PASSED and ADOPTED by the Board of Trustees of the Tracy Unified School District, San Joaquin and Alameda Counties, State of California, this 13th day of November, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District

ATTESTED:

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

Clerk
Board of Trustees
Tracy Unified School District

Teacher's Name	Site	Ed Code	Subject
Grant, Leigh Marie	North School	44256 (b)	Science