

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, APRIL 9, 2019

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

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

AGENDA

- | | | |
|-----------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, J. Silcox, L. Souza
Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| | 3.1 Administrative & Business Services: | |
| | 3.1.1 CONFERENCE WITH LEGAL COUNSEL
- Existing Litigation (G.C. 54956.9(A))
- Yamada Bros v. TUSD
- Authorize Settlement Terms | |
| | Action: Motion ___ ; Section ___ Vote: Yes ___ ; No ___ ; Absent ___ ; Abstain ___ . | |
| | 3.2 Educational Services: | |
| | 3.2.1 Finding of Fact #18-19/#62, #18-19/#63, #18-19/#64, #18-19/#65, #18-19/#66, #18-19/#67 | |
| | 3.2.2 PE Exemptions: WHS – 10343515; TUIS 2019/2020 school year - 10338365 | |
| | Action: Motion ___ ; Second ___ . Vote: Yes ___ ; No ___ ; Absent ___ ; Abstain ___ | |
| | 3.3 Human Resources: | |
| | 3.3.1 Consider Leave of Absence Requests for Certificated Employee #UC-1158, Pursuant to Article XX | |
| | Action: Motion ___ ; Second ___ . Vote: Yes ___ ; No ___ ; Absent ___ ; Abstain ___ | |
| | 3.3.2 Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 324, Pursuant to Article XXIII | |
| | Action: Motion ___ ; Second ___ . Vote: Yes ___ ; No ___ ; Absent ___ ; Abstain ___ | |
| | 3.3.3 Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 325, Pursuant to Article XXIII | |
| | Action: Motion ___ ; Second ___ . Vote: Yes ___ ; No ___ ; Absent ___ ; Abstain ___ | |

3.3.4 Consider Public Employee/Employment/Discipline/Dismissal/Release

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

3.3.5 Conference with Labor Negotiator

Agency Negotiator: Tammy Jalique

Associate Superintendent of Human Resources

Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Report Out of Action Taken On Conference With Legal Counsel

- Existing Litigation (G.C. 54956.9(A))
- Yamada Bros v. TUSD
- Authorize Settlement Terms

Action: **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

6b Finding of Fact #18-19/#62, #18-19/#63, #18-19/#64, #18-19/#65, #18-19/#66, #18-19/#67

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

6c Report Out of Action Taken on PE Exemptions: WHS – 10343515; THS 2019/2020 school year - 10338365

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

6d Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employee #UC-1158, Pursuant to Article XX

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

6e Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 324, Pursuant to Article XXIII

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

6f Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 325, Pursuant to Article XXIII

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

7. Approve Regular Minutes of March 26, 2019.

1-8

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

8. Student Representative Reports: Kimball High: Gabriel Coronado; **Stein High:** Kristhine Frias; **West High:** Briana Mendez, Alexis Villela; **Tracy High:** Alyssa Barba; **Poet Christian School:** Ryleigh O’Leary, Adriana Gutierrez, Alicia Pena Webb; **Williams Middle School:** David Garcia, Ryan Corpus, Emerson Leiske, Amanda Beteta, and Manroop Dhani

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

9.1 Recognize the Outstanding Employees of the Spring Term for the 2018-2019 School Year

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9.2 Kimball High School Presentation

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

10.1 Administrative & Business Services: None.

11. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. 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 | 10-12 |
| 13.1.2 | Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District | 13-14 |
| 13.1.3 | Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2018/19 School Year | 15-16 |
| 13.1.4 | Approve Entertainment, Assembly, Service, Business and Food Vendors | 17-25 |
| 13.1.5 | Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 26-27 |

13.2 Educational Services:

- | | | |
|---------------|---|--------------|
| 13.2.1 | Approve Out of State Travel for Julianna Stocking to Attend the AVID District Leadership Training in Denver, CO, July 17th through 19th, 2019 | 28-30 |
| 13.2.2 | Approve Agreement for Special Contract Services with Axis Community Health to Provide Mental Health Services to 5 School Sites and Summer Bridge Program during the 2019-20 School Year | 31-37 |
| 13.2.3 | Approve Agreement for Special Contract Services With the Child Abuse Prevention Council to Provide Suicide Prevention Services to Comprehensive High Schools in the 2019-2020 School Year | 38-41 |
| 13.2.4 | Approve Agreement for Special Contract Services with Karen McCrary, AMFT to Provide Anger Management Classes to TUSD Students during the 2019-2020 School Year | 42-45 |

13.2.5	Approve Agreement for Special Contract Services with Karen McCrary, MFTI, to Provide Mental Health Services to 2 School Sites during the 2019-2020 School Year	46-49
13.2.6	Approve Out of State Travel for Three Poet-Christian School Teachers and One Administrator to Attend the Model Schools Conference in Washington, DC on June 23-26, 2019	50
13.2.7	Approve Agreement for Special Contract Services with Point Break Adolescent Services to Provide Mandatory Substance Abuse Counseling Services to Students for the 2019-2020 School Year	51-54
13.2.8	Approve Agreement for Special Contract Services with Jen Schrottenboer, MS, MHC, SpEd to Provide Mental Health Services to Villalovoz Elementary School for the 2019-2020 School Year	55-58
13.2.9	Approve Overnight Travel for the Tracy High School Choir to Participate in a Soundtrack Recording Workshop and Perform in a Disneyland Parade in Anaheim, CA on April 18-20, 2019	59
13.2.10	Approve Agreement for Special Contract Services with the History Project, University of California, Davis to Provide 6-12 History-Social Science Teachers Professional Learning Focused on the new History-Social Science Curriculum Framework and the Adopted Instructional Materials	60-70
13.2.11	Approve Agreement for Special Contract Services with Valley Community Counseling Services (VCCS) to Provide Mental Health Services to Central Elementary School for the 2019-2020 School Year	71-74
13.2.12	Approve Agreement for Special Contract Services with Valley Community Counseling Services (VCCS) to Provide Mental Health Services to Jacobson Elementary School for the 2019-2020 School Year	75-78
13.2.13	Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to George Kelly School for the 2019-2020 School Year	79-82
13.2.14	Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to North School for the 2019-2020 School Year	83-86
13.2.15	Approve Out of State Travel for Educational Services Staff to Attend the Houghton Mifflin Harcourt (HMH) Executive Leadership Council in Boston, MA, May 20-22, 2019	87-88
13.2.16	Approve Agreement for Special Contract Services with Panorama Education, Inc. to Provide the Student Success Platform Software, Licensing, Implementation, Support and Training of School Staff at 13 Schools During the 2019-20 School Year	89-99
13.2.17	Ratify Contract with Winsor Learning, Inc. for Training on Sonday System 1 and 2 for Special Education Teachers	100-103
13.3	Human Resources:	
13.3.1	Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment	104-105
13.3.2	Approve Classified, Certificated, and/or Management Employment	106-107

- 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 Board Policies to Be Compliant with CSBA Guidelines (Second Reading) **108-125**
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
 - 14.1.2** Adopt Board Policies to Be Compliant with CSBA Guidelines (First Reading) **126-136**
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
 - 14.1.3** Adopt Resolution No. 18-18 Authorizing the Projects and Filing of Applications for Funding under the Full-Day Kindergarten Facilities Grant Program **137-138**
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
 - 14.1.4** Adopt Resolution No. 18-20 Authorizing Transfer of Real Property **139-140**
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
- 14.2 Educational Services:** None.
- 14.3 Human Resources:**
- 14.3.1** Adopt Resolution 18-17. Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds **141-142**
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
 - 14.3.2** Approve Declaration for a Provisional Internship Permit **143-144**
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
- 15. Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
- 16. Superintendent’s Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.
- 17. Board Meeting Calendar:**
- 17.1** May 14, 2019
 - 17.2** May 28, 2019
 - 17.3** June 11, 2019
 - 17.4** June 25, 2019
- 18. Upcoming Events:**
- 18.1** April 19 – 26, 2019 Spring Break. No School
 - 18.2** May 24, 2019 Last Day of School
 - 18.3** August 6, 2019 First Day of School for 2019-2020
- If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent’s Office at 209.830.3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aids or services, he/she should also contact the Superintendent’s Office at least 24 hours prior to the meeting.

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, March 26, 2019**

- 6:15 PM:** 1-3. President Abercrombie called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, J. Costa, S. Kaur, B. Pekari, J. Silcox, L. Souza
Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall (not present), B. Etcheverry
- 7:00 PM** 5. President Abercrombie 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/#43, #18-19/#60, #18-19/#61
Action: Costa, Pekari. **Vote:** Yes-7; No-0.
6b Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees #UC-1133, #UC-1134, #UC-1135, #UC-1136, #UC-1137, #UC-1138, #UC-1139, #UC-1140, #UC-1141, #UC-1142, #UC-1143, #UC-1144, #UC-1145, #UC-1146, #UC-1147, #UC-1148, #UC-1149, #UC-1150, #UC-1151, #UC-1152, #UC-1153, #UC-1154, #UC-1155, #UC-1156 Pursuant to Article XX
Action: Approved. **Vote:** Yes-7; No-0.
6c Report Out of Action Taken on Approve Resignation Agreement and Release of All Claims #UC 1157
Action: Approved. **Vote:** Yes-7; No-0.
- Minutes:** **Approve Regular Minutes of March 12, 2019**
Action: Alexander, Souza. **Vote:** Yes-7; No-0.
- Employees Present:** Z. Boswell, R. Gill, A. Thompson, , T. Mitchell, S. Pellegri, L. Bryant, S. Strube, K. Noah, C. Everhart, J. Carter, J. Nott, J. Escobedo, A. Lee, P. DeRosa, A. Harrison, L. Arranaga, R. Pecot, K. Alcorn, M. Bunch, J. Stocking, A. Chakraverty, D. Brown, M. Daniel, L. DeLaTorre
- Press:** None.
- Visitors Present:** T. Brown, G. Coronado, B. Mendez, A. Villela, A. Barba, R. Abed, J. Cordero, N. Hernandez, A. Mahiddin, C. Obiajulu, P. DeCoite, J. Ayo, B. Estrada, S. Thompson, E. Green, P. Chavarria, M. Danielle
- Student Rep Reports:** **Kimball High:** Gabriel Coronado was unable to attend tonight. Megan Gee reported for Kimball. Students had fun with the multi-cultural rally held on March 15th and various clubs showcased their cultures. Kimball had its WASC visit and

the visiting team saw what Kimball has to offer. She is proud of their student body. The *E15 Program* (Every Fifteen Minutes) for seniors was 2 days and a group of students who chose to be dead prepared for the event. It was an emotional two days but the senior class was thankful to have this experience. Seniors are starting to receive their acceptance letters from colleges. Juniors have been working hard on their SAT scores. The end of year is coming up and students are excited and working towards their finals at the end of the year. Athletic teams have been playing lots of games and the swim team is preparing for the Pinky Invitational tomorrow. The track team have been running and competing hard. Theatre was working on rehearsals of *West Side Story*. They were able to take a trip to Disneyland for a “behind the scenes” program. They had a blast at the happiest place on earth. The play opens next Friday April 5, 6, 12, and 13.

West High: Briana Mendez and Alexis Villela reported that the athletic teams spring started off great and track won several meets. Baseball won 4 of 6 and the softball team beat St. Mary’s. West held their first suicide prevention walk. It was a day to spread kindness and awareness. Students had a great time at the multi-cultural event held at The Grand Theatre. The West High Mecha Club performed. Mr. Behnam’s daughters hosted the event and were great. This Saturday is prom night and students will be leaving school at 5:00pm for the Exploratorium. There will be a DJ and food including a crepe bar, taco bar and Cream. Preparing for this day is not cheap but 550 people will be attending. They hope to have a memorable night.

Tracy High: Alyssa Barba reported that students hosted their second annual unity week and fair on the last day of the 3rd quarter. Clubs performed and sold food and students danced to leadership music. The Freshman rally was last week and students interacted with Link Crew leaders. Students were encouraged to show they care by signing up for the blood drive. They had a hydration station to fill up water bottles. They also encouraged everyone to pick up trash and keep the campus clean. The Scottish Rite Temple in Oakland is the location for prom this year. Juniors and Seniors will dress up for the evening. The softball team is undefeated and are looking forward to their game against West High next week. The baseball team is doing well and track has a league meet this Thursday. Leadership elections are coming up.

Kelly School: Raneem Abed, Julia Cordero, Nathan Hernandez, Alina Mahiddin and Chris Obiajulu showed a Prezi about their school. They have 1018 students. They reviewed various school events including trunk or treat, dances and a fun run. Students also enjoy sports, Science Olympiad and math. The volleyball, soccer and basketball teams are doing great. The boys’ basketball team are hoping to get first place. Rachel’s Challenge is an organization that promotes self-love and anti-violence. Rachel’s story is eye-opening and heartwarming. She sadly died in a high school shooting. Students connected to her story. Kelly School adopted the five steps to accept Rachel’s Challenge. The Kindness Challenge starts April 1st and encourages being kind. Students will make a chain reaction by adding a link when completing a daily challenge. There will also be weekly family challenges.

Freiler School: Peyton DeCoite, Jazzy Ayo, Bridgette Estrada, Savion Thompson, Emily Green, and Presley Chavarria presented a power point that showed

highlights of their school. They are an NGSS early implementation school and have a STEM class, science family night, running club, chess club, garden club and more. NGSS has students engaged in hands on problem solving and has new ways of looking at science. They had a contest on who can make the longest flying rocket. The winner gets a trophy with their name on it and students compete each year. The Science Olympiad team received several awards. STEAM, a science night event, is fun and sometimes students get extra credit. Students in advanced math class attend West High. Leadership runs lunchtime activities and they play games. They celebrated the principal's birthday by filling her office with balloons and sticky notes. They also have music concerts and movie nights. The multicultural day was held in November and taught students about other cultures. The school hosted Japanese exchange students. They also created awareness days for diseases like cancer. They have various grade level dances and a family dance.

Recognition & Presentations:

9.1 Recognize the Outstanding Employees of the Winter Term for the 2018-2019 School Year

The Board recognized the following employees of the winter term:

Sarah Rockey (9-12), Arghya Chakraverty (6-8) and Miyoko Masuda (K-5 Unable to attend tonight) as Outstanding Certificated Employees; Dyan Brown (9-12) and Michelle Daniel (6-8) and Rose Lorraine Aranaga (K-5) as Outstanding Classified Employees and Audrey Jenkins-Harrison as the Outstanding Management Employee

9.2 Duncan Russell Continuation High School/Willow Community Day School Presentation

Assistant Principal, Traci Mitchell, presented with 3 of her students. Timothy was invited by the president to participate in a black youth event and he attended in Washington, D.C. and brought back a photo journal. Their focus is to bring Duncan Russell and Willow together and have aligned the vision and mission statements of both. These students use grit to create a foundation. There have been 35 students that have gone through Duncan Russell this year and there is currently 19 enrolled. Staff helps them to see they have what it takes to make it. Elisia, a Sophomore and Willow, is there because she was missing freshman year credits. She is on track this year and will be on track to graduate her Junior year at Stein. Another student had surgery about a month into the school year which had complications and caused him to be out of school 3 weeks. He also had several tardies. He overcame obstacles and is now doing the best he's ever done at school. Students participated in a community service project where local hotels donated hygiene items. Students put together packets to deliver to the homeless and wrote inspirational quotes on 3.5 cards. It was a very positive experience and students enjoyed it and want to do it again. Adrian is a Sophomore from Tracy High. She had transferred to Willow because she wasn't going to school. She pushes herself to do school work and had determination to fulfill her contract. Thanks to staff, who showed they care, she currently has over 121 credits. It's been an unforgettable experience at Willow and it helped her with discipline and to achieve her goals. She is back on track to graduate from Tracy High.

9.3 Stein Continuation High School Presentation

Stein High Principal, Amy Thompson, and students gave a presentation. Student, Kristhine, introduced students and presented a power point on the grit at Stein. Ms.

C secured a grant to fund a fully functional home economics class. Students are also learning about financing and budgeting, paystubs, cooking and knitting. Ms. Gill applied for a light award grant and Stein was the first continuation high school awarded this grant. Kristhine started her freshman year at Patterson High School. She had poor attendance. She transferred to Kimball High at the beginning of her sophomore year, but wasn't on track to graduate so she transferred to Stein as a junior. It changed her as an individual and her grades went from having straight F's as a freshman to now having all A's and 1 B. The environment and staff members gave her a sign of hope that she will succeed. Student, Miguel, commented that is STEM helped him think critically. He made a model of the Wright Brothers airplane which he showed and explained how he built it. Student, Dean explained his experience in the Hire Me First program at Stein High. He interviewed with Dr. Stephens and he explained his strengths and weaknesses. They talked about how interviews go and he discussed with him how to improve himself and to have eye contact, smile and a firm handshake. It was helpful to gain knowledge of interviews. With this info, he will be confident with future job interview. He will fix up his resume and will review it. TYAP Student, John, talked about learning life skills. They learn how to cook showed pictures of baking a cake. They also took a community walk to the police department and learn vocational skills. They made plant pots and sold them to make money.

9.4 Tracy Adult School Presentation

Director of Adult Education and Career Tech, Sam Strube, presented a power point that showed the community needs. There are 7,155 adults with less than a high school education and 9,230 who speak English less than very well. The Adult School also serves 11th and 12th grade students who are not on track to graduate. Students can get their high school diploma, go on to Delta College, gain employment. He reviewed classes and enrollment. Last year, the ESL program had 42 graduate receiving their high school diplomas.

Four adult students spoke about their experience. Hilda came from Mexico 7 years ago and could not speak English. Over 3 years ago she started taking classes at the Adult School. She needed her high school diploma to apply for jobs. Raina has been a student for the last 2 years. Her 2 children asked her to study English because they needed help with their homework. Now she feels good because she can help. Edna is a single mom of 4. She attended West High as a freshman and then transferred to Stein because the father of children didn't want her to succeed. She separated from him and signed up to attend Adult School. Her parents supported her. She heard about the CNA program at Delta College and will attend this summer. She is excited to continue her education and reach her goals to be a role model for her children. Imin commented that her father-in-law believed she couldn't go to school because there were males and females. Her husband supported her and she enrolled in Adult School and will finish and get her high school diploma. She looks forward to get feedback from her teachers. Her work is improving and she also is taking algebra.

Information & Discussion Items:

- 10.1 Administrative & Business Services: None.
- 10.2 Educational Services:
 - 10.2.1 Receive Report from West High School Staff Who Attended a

Professional Learning Communities (PLC) at Work Staff Development
Training out of State in February 2019

West High Principal, Dr. Zachary Boswell and history teacher, Nico Sandoval, commented on the professional development. They would like to get as many teachers trained in PLCs as possible. We are ahead of a lot of districts. Others do not have the time in their schedules to meet on PLCs. In PLCs, teachers collaborate with one another at least on a weekly basis. He also included some research from Solution Tree, a company who leads several PLC trainings. PLCs give staff the ability to better meet the needs of students. This is actual research that has been done. It raises everyone's ability level. Solution Tree is the world experts in leading districts and schools through collaboration. West High sent a team of social science teachers to this conference. In the past they have sent math, science and English. The goal would be to send all staff to be trained. It takes a lot of funding and he appreciates the opportunity.

Teacher, Nico Sandoval, thanked the Board for approving the PLC conference. He felt it was great professional development and got a deeper understanding on what a PLC is, what they are and what they should look like which is groups of teachers collaborating, discussing instructional strategies and analyzing student data. He didn't really understand that until he attended this conference. He teaches World History. With PLCs teachers and the principal can collaborate on what students learned, who didn't learn and why and what strategies were used. They use evidence based grading which is a system based on assessment of specific skills and standards. Most teachers have homework, classwork and tests to grade. Now it is a cause and effect assignment. The conference also gave a morale boost and he felt appreciated and enjoyed the speakers giving new strategies. He appreciated the invitation and knowing district put funds out to accomplish this made him feel valued and thanked the board for their efforts.

Hearing of Delegations

11. None.

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: As amended. 13.3.1. Kaur, Alexander. **Vote:** Yes-7; No-0.

13.1 **Administrative & Business Services:**

13.1.1 Approve Accounts Payable Warrants (February, 2019)
(Separate Cover Item)

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

13.1.3 Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein

With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District

13.1.4 Approve Payroll Reports (February, 2019)

13.1.5 Approve Revolving Cash Fund Report (February, 2019)

13.2 Educational Services:

13.2.1 Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt: International Center for Leadership in Education (ICLE) to Provide Rigorous Curriculum Design training for the development of Science, Technology, Engineering, and Math (STEM) and English Language Arts (ELA) Integrated Units of Study for 2019-2020 School Year

13.2.2 Approve Out of State Travel for Debbie Johnson to Attend the CTE Summer Conference in Saratoga Springs, Utah on June 12-13, 2019

13.2.3 Approve Overnight Travel for West High Cross Country Team High Altitude Training in Arnold, California, July 5 – 9, 2019

13.2.4 Approve Agreement for Special Contract Services for Matthew Soeth, Motivational Speaker during Testing on April 2, 2019 at West High School

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 Approve the Classified and Certificated Calendars listings for the 2019-20 School Year

Action Items:

14.1 Administrative & Business Services:

14.1.1 Approve School Site Safety Plans for the 2019-20 School Year (Separate Cover Item)

Action: Souza, Alexander. **Vote:** Yes-7; No-0.

14.1.2 Adopt Board Policies to Be Compliant with CSBA Guidelines (First Reading)

Action: Silcox, Alexander. **Vote:** Yes-7; No-0.

14.1.3 Authorize the Superintendent or his Designee to Enter into a Contract as Soon as Division of State Architect Approval is Received on the West High School Stadium Athletic Field Replacement Project

Action: As amended. Costa, Pekari. **Vote:** Yes-7; No-0.

14.2 Educational Services:

14.2.1 Approve Adoption of Instructional Materials for Advanced Animal Science

Action: Pekari, Silcox. **Vote:** Yes-7; No-0.

14.3 Human Resources:

14.3.1 Approve Tentative Agreements with the Tracy Educators Association (Separate Cover Item)

Action: Souza, Silcox. **Vote:** Yes-7; No-0.

TEA President, Jacqui Nott commented that this is an enormous

agreement that includes a new evaluation system that has been nearly 10 years in the making. It has been a monstrous journey. We have never settled a contract in this timely of a manner. The past few years we have engaged in the 3 R's of rigor, relevance and relationships. We have built trust learning each other's language and acted in great faith. We have negotiated and problem solved and have reached an agreement. In this era of teacher strikes in LA, Oakland and multiple district laying off employees, TEA and TUSD practice what is preached. This should not be treated lightly. It is a big deal. It has set the tone and will speak volumes. Everyone is watching. We lead the way by winning a grant for STEM k-12 and Human Trafficking Awareness. Our settlement and bar we have set high. She thanked the trustees, TEA negotiating team, executive board, TUSD negotiating team and cabinet. Also a huge thank you to Dr. Stephens. He has been relentless in pursuit of the best and right answer. He always considered the voice of the teachers.

14.3.2 Approve New TSMA Salary Agreement (Separate Cover Items)

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

TSMA President, Rob Pecot, commented on behalf of TSMA – Management. He thanked the board for considering this. TEA has been a great partner. We are pleased and proud to work in this district.

14.3.3 Approve Early Childhood Fieldwork Agreement With Brandman University For Site Employees

Action: Souza, Pekari. **Vote:** Yes-7; No-0.

14.3.4 Approve Early Childhood Fieldwork Agreement With Brandman University For Student Volunteers

Action: Silcox, Alexander. **Vote:** Yes-7; No-0.

14.3.5 Approve Fieldwork Agreement With Brandman University

Action: Souza, Pekari. **Vote:** Yes-7; No-0,

14.3.6 Approve Revised Job Description for Professional Learning Curriculum Specialist, Teacher on Special Assignment

Action: Kaur, Alexander. **Vote:** Yes-7; No-0.

Board Reports:

Trustee Silcox commented that the presentations were great and we have a lot to be proud of in this district. He's proud to send his kids to the schools here. Trustee Souza grew up in Tracy and to hear Jacqui speak gave her chills. She thanked everyone. She was happy to see the early childhood agreement. It gives teachers the opportunity to get their licenses. She feels that preschool and kinder need to emphasize we are supporting this. Trustee Kaur enjoyed all of the presentations and the great work that everyone is putting in to make our district one of the best. She congratulated TEA that we have passed this agreement ahead of time. She is excited to go to the Boys & Girls Club event tomorrow as TUSD is being recognized. Trustee Alexander thanked everyone here and congratulated all employees who received their award. On Saturday, he participated in a flap jack breakfast to raise money for scholarships that was very successful. He thanked all who came. Trustee Costa appreciated how positive everything was tonight. The adult education ladies were great and congratulated them for pursuing their education. The kids were so cute and really pull at your heart strings. She thanked admin and teachers for being there for them. The multi-cultural event at The Grand was great. The kids did a great job and the Behnam girls are so cute. This was a great night. Trustee Pekari thought this was a power packed evening. It's nice to

always hear about collaboration and the PLCs. Not every district allows that time for PLCs. He enjoyed the Festival of cultural and seeing the students pride of sharing their cultural backgrounds were great. At Tracy's State of the City our mayor talked about the STEM grant and we received and gave the district a very nice acknowledgement for that. He attended open house at MVMS and they shared their first newspaper, *The Pony Express*. Kimball High held The E15 program last Friday. It was a powerful program. Earth Day is April 27 and there will be a poster contest for students to participate in. Each site will select a winning poster and a student will receive a bike. Trustee Abercrombie commented that this Saturday high school students are putting on a yard sale to help raise funds for Brighter Christmas and the students going to Africa. Our budget presentation was great and it is nice that we are on solid ground here.

**Superintendent
Report:**

Dr. Stephens had a list but instead would like to say thank you to Jacqui Nott for her kind words. He has been a school administrator for 28 years. What we have right now going on in our district is unique and we should never take it for granted. It has not always been this way and isn't easy. A lot of work has been done at the bargaining table. We should remember what this feels like because there are difficult times down the road. We can disagree with professionalism and kindness. This is unique in what is going on in our county and our state.

Adjourn: 8:49 pm

Clerk

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: March 18, 2019
SUBJECT: **Recognize the Outstanding Employees of the Spring 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 selected 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 Julie Wimberley (9-12), Deborah Coker (6-8) and Holly Harmsen (K-5) as Outstanding Certificated Employees; Debra Goulart (9-12) and Mona Martin (6-8) and Kyle Everhart (K-5) as Outstanding Classified Employees and Molly Long as the Outstanding Management Employee for the Spring 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: March 28, 2019
SUBJECT: **Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT**

April 9, 2019

SUMMARY OF SERVICES

A. Vendor: Fresno County Office of Education (Cyber High)
Site: Tracy High, West High, Kimball High, Duncan Russell Continuation High School, Stein Continuation High School, Willow Community Day School
Item: Approve Agreement to purchase and access unlimited Cyber High Credit Recovery Course Licenses for the 2019-2020 School Year (Yearly Renewal)
Services: Since 2008, Tracy Unified has partnered with the Fresno County Office of Education to access online credit recovery courses for high school students in need of making up failed courses. This program has supported students at Duncan Russell, Willow Community Day School, George and Evelyn Stein Continuation School, as well as the three district comprehensive high schools. Courses are available to students during the school year and through summer school. Over the past six years, use of Cyber High for credit recovery has increased significantly. This program has greatly enabled students to accelerate the completion of credits to meet the graduation requirement in a timely fashion. The District only allows the access of Cyber High's approved a-g courses.
Cost: \$44,695.00 for unlimited course licenses for 2019-2020
Project Funding: LCAP Funds; Goal 1, Action 24: Provide targeted Credit Recovery to 9th – 12th grade, at-risk students by providing appropriate small learning environments to support their efforts to graduate on time and to be college and career ready. Credit Recovery will be provided at all District high schools and continuation High Schools, before, during and after school, as well as during Summer School.

B. Vendor: Bockmon & Woody Electric Company
Site: Louis Bohn Elementary School – Building D Replacement
Item: Purchase Order Increase - Ratify
Services: Contractor cut and removed asphalt ramps and repaved with new asphalt where temporary portables were located.
Cost: \$5,453.89
Project Funding: Unrestricted General Fund/Insurance Reimbursement

C. Vendor: R.A. Jones Construction
Site: Jacobson and Poet-Christian Schools
Item: Agreement
Services: Contractor to remove carpeting below wood trim in the multi-purpose rooms and replace with fiber reinforced laminate (FRL).
Cost: \$67,785.00
Project Funding: Unrestricted General Fund/Deferred Maintenance

D. Vendor: Cal Coating Asphalt, Inc.
Site: District-wide
Item: Agreement
Services: Contractor to remove and replace degraded asphalt at various school sites; which includes, new asphalt paving, seal coating and striping.
Cost: \$103,192.00
Project Funding: Unrestricted General Fund/Deferred Maintenance

E. Vendor: Central Valley Asphalt
Site: West High School
Item: Proposal
Services: Contractor to fill existing cracks and repaint the crack filled areas on the campus tennis courts.
Cost: \$7,800.00
Project Funding: Unrestricted General Fund/Deferred Maintenance

F. Vendor: TBD
Site: Duncan Russell Continuation School
Item: Agreement
Services: Contractor to remove specified exterior walls for three buildings on campus; install new walls with a moisture barrier and paint exterior walls to match the campus.
Cost: TBD
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: March 15, 2018
SUBJECT: **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District**

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

Freiler Elementary School:

1. Tracy Unified School District/Freiler Elementary School: From New York Life Foundation for the amount of \$500.00 (ck. #213). This donation will go towards school supplies and it will benefit the staff and students of Villalovoz.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Dr. Sachdeva and Mr. M. Singh with We Care Medical Group for the amount of \$1,000.00 (ck. #377). This donation is a contribution to the Dr. S. Sachdeva & Dr. M. Singh Scholarship for the 2018/2019 school year.
2. Tracy Unified School District/Tracy High School: From Anindita Arora for the amount of \$500.00 (ck. #317). This donation is a contribution to the Prithri Raj M. Scholarship for the 2018/2019 school year.
3. Tracy Unified School District/Tracy High School: From Dana and Greg Roberson for the amount of \$500.00 (ck. #1158). This donation is a contribution to the Dorwin Hathorn Scholarship for the 2018/2019 school year.
4. Tracy Unified School District/Tracy High School: From We Pay for the amount of \$4,656.29 (ck. #0031341650). This donation was generated using the Snap Raise platform and it will benefit Tracy High School's boys' basketball teams.

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

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

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 9, 2019
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>Approved</i>	<i>Current</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 04/09/19



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: March 26, 2019
SUBJECT: **Approve Entertainment, Assembly, Service, Business and Food Vendors**

BACKGROUND: To be valid or to constitute an enforceable obligation against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials.

RATIONALE: School site assemblies, services, business and food vendors require pre-approval to ensure three different documents are in place: an approved contract when applicable; a certificate of insurance; an endorsement letter naming the district an additional insured. In addition, all vendors are reviewed to ensure the content is appropriate for student audiences, and that conflicts do not occur with other school site or district events.

To that end, the attached list of vendors has met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students.

This list will be updated as needed and presented to the board for approval.

FUNDING: Per attached summary of requisitions.

RECOMMENDATIONS: Approve Entertainment, Assembly, Service, Business and Food Vendors.

PREPARED BY: Cindy Everhart, Facility Use Coordinator.

Vendor names are listed by the insured name of the vendor and not the program name ↓ This Board Approval
list of Approved Vendors confirms verification of insurance coverage only!
based on insurance remaining current!

SMOKING, TOBACCO PRODUCTS, ALCOHOL, DRUGS, FIREARMS OR EXPLOSIVES ARE PROHIBITED ON ANY SCHOOL DISTRICT PROPERTY. Vendors must be aware of the location of emergency exits at all times. Vendors are prohibited from applying pesticides, chemicals, or cleaning products to district facilities or grounds. **FLAMES ARE PROHIBITED**
INDOORS ON DISTRICT PROPERTY - SEE SPECIFICS IN FOOD VENDOR BELOW!

Per BP 5145.14 -Taking pictures of school pupils and buildings for commercial purposes is normally prohibited. Any exception requires an application in writing and the approval of the Superintendent or Superintendent's designee.
 Most DJ's have photo booths and own the pictures.
 The photos can be placed on their website or social media which is a violation of policy.

↓REQUESTING VENDORS FOR BOARD APPROVAL↓:

Vendor Name	Insurance Expiration
#ICANHELP- Motivational Speaker - Matt Soeth - icanhelpdeletenegativity@gmail.com, (925) 237-1056, www.icanhelpdeletenegativity.org. SITE MUST USE DISTRICT CONTRACT PRIOR TO OCCURRENCE.	7/25/2019
Sandee's Fresh Coffee - Coffee sales. Contact Maryam Haider, (510) 406-8100 or (510) 754-8930, sandeesfreshcoffee@gmail.com. www.Facebook.com/sandeesfreshcoffee. Vendor does not have a contract. SITES MUST USE DISTRICT CONTRACT AGREEMENT PRIOR TO OCCURENT FOR INSURANCE TO BE VALID.	4/8/2020

Board Approved	Vendor Name	Insurance Expiration
5/28/13	Gallo Center for the Arts , Bullying Prevention Performance, "The Bully Buster Rides Again". Raul Garcia, 338-5020, rgarcia@galloarts.org, www.galloarts.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	4/9/2019
8/11/15	Scott Backlovich Communications - Motivational speaker for teens for Leadership Conferences, HS & Middle School Assemblies, Teen Summit Programs, Back-to-School Orientations. Scott Backlovich-484-3841. scott@scottbacklovich.com, www.scottbacklovich.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	4/21/2019
10/23/18	Street Beat - Hiphop pizazz assembly. Ben Hansen, (310) 403-7884, info@streetbeattheshow.com, www.streetbeattheshow.com CONTRACT REQUIRED PRIOR TO OCCURRENCE.	4/24/2019
3/27/18	Bricks 4 Kidz - STEM educational activities for kids age 3-13, where they play with LEGO® Bricks. Our unique model plans are designed by engineers and architects. Themes, construction, provide building blocks for educational play. Sally Studebaker- (925) 595-3934, sstudebaker@bricks4kidz.com, www.bricks4kidz.com/356. Vendor does not have a contract. must use TUSD Contract Services Agreement.	4/30/2019
2/12/08	Sparkles the Clown , Terry Donaldson - 835-8383, www.sparklesdelight.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/1/2019

School Activity Proposed Vendor List

Board Approved	Vendor Name	Insurance Expiration
2/12/08	Ravioli the Clown - Denis Martinez - 835.3535, www.raviolitheclown.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/1/2019
2/23/10	All for KIDZ, Inc. Producers of THE NED SHOW-character education program. Customercare@allforkidz.com, www.thenedshow.com1-877-872-9696 x101. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/4/2019
11/14/17	LifeSaver CPR - CPR Services , Chris Peters, (209) 665-4398, www.lifesavercpr.net, LifeSaverCPR@hotmail.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/1/2019
5/22/18	Bucketfillers for Life - character education assemblies, student workshops, parent workshops, and professional development. Kelly Nickel, (530) 941-5207, kellynickel@bucketfillersforlife.com, www.bucketfillersforlife.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/22/2019
3/12/19	Respectology - Motivational Speaker Brian Baker, (916) 834-0292, respectology2017@gmail.com, www.respectologynow.com. MUST USE DISTRICT SERVICES AGREEMENT CONTRACT PRIOR TO OCCURRENCE.	6/4/2019
11/8/16	Lifetouch National School Studios - Student photos and photo booths through Lifetouch only. Corena Allen, (916) 526-0406, callen@lifetouch.com. Does not include DJ services. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/30/2019
4/23/13	SJ County Child Abuse Prevention Council - " <u>Parent Cafe</u> " - program awareness for protection and safety of our children. Contact Lindy Turner-Hardin or Angela Magee -464-4524, lturner@nochildabuse.org or amagee@nochildabuse.org. " <u>Pinwheels for Prevention</u> " - program awareness for public and computer safety. Contact Amrit Pawar - 851-3468, apawar@nochildabuse.org. Website: www.nochildabuse.org	7/1/2019
2/15/17	Prismatic Magic Laser Programs - Educational entertainment laser assemblies (anti-bully, history, reading, space, etc.). Steve Hatfield - (866) 952-7376, steve@prismaticmagic.com, www.prismaticmagic.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	7/2/2019
12/12/17	Booster Enterprises - Boosterthon Fun Run Fundraising, Andrew Kowalski - (706) 224-9079, andrewk@boosterthon.com, www.boosterthon.com. STAKES IN GRASS PROHIBITED. SAND BAGS ALLOWED FOR ONE DAY ONLY. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	7/1/2019
3/8/11	Dr. Andrew Trosien, DDS. Oral Hygiene Instructions. Call Megan or Julie at 833-1240	7/1/2019

Board Approved	Vendor Name	Insurance Expiration
4/11/17	Pediatric Dentistry/Orthodontics - Dr. Solomon. (925)447-1377. majrod@icloud.com, Wwww.livermorekidsdentist.com	7/1/2019
3/27/18	Keep it Movin Entertainment - DJ Services - Dave Reyes, (408) 645-9460, yourfavoritedjs@keepitmovinent.biz, www.keepitmovinent.net. Vendor does not have a contract, must use CONTRACT REQUIRED PRIOR TO OCCURRENCE.	7/9/2019
2/14/12	Sound Wave Mobile DJ - David Gomes-510-938-7903, info@soundwavemobiledj.com, www.soundwavemobiledj.com. No pictures of students without parental permission. Must use CONTRACT REQUIRED PRIOR TO OCCURRENCE.	7/23/2019
3/12/19	Herff Jones - Yearbooks, caps, gowns, class rings, graduation announcements, diplomas. Joan Selna Rep - (209) 607-2118, jselna@herffjones.com. MUST USE CONTRACT PRIOR TO OCCURRENCE.	7/30/2019
2/10/15	Musson Theatrical - specializes in providing theatrical lighting, sound, scenery, and special effects. Bob Downs - 800-843-2837, bdowns@musson.com, www.musson.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	8/1/2019
2/12/19	Tracy Portrait Studio - Student photos, photo booth (requires parent permission). Tais Richardson 834-2052, contact@tracyportrait.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	8/2/2019
3/12/19	Mountain View Community Television for KMVT 15 Silicon Valley Media - Providing videotaping of the high school Every 15 minutes event. Bobby Chastain - (650)968-1540, bchastain@kmvt15.org. MUST USE CONTRACT PRIOR TO OCCURRENCE.	8/14/2019
9/25/18	The Echo Hero Show - topics enforced through songs can include not littering, recycling, food waste, saving water, energy efficiency and using reusable items. Brett Edwards, (888) 482-3885, echoheroshow@gmail.com. No website. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	8/22/2019
1.8.19	Northern California Volleyball Association (NCVA) - provides tournaments to girls volleyball teams. Kris Johnson - (415) 550-7582, kris@ncva.com, www.ncva.com	9/1/2019
10/25/11	Amos Productions -DJ Services. Nicole - 1800-693-5003 or 925-449-3847. nicole@amospro.com or info@amospro.com. www.amospro.com. No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	9/26/2019
3/13/18	Play-Well TEKnologies - Lego building and inventing for core engineering and confidence. Lauren Yee (510) 227-9378, lauren@play-well.org, www.playwell.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/1/2019

Board Approved	Vendor Name	Insurance Expiration
3/13/18	Apex Fun Run - a run based character & leadership fundraiser. Jenna Martinez, (408) 772-3409, jennam@apexfunrun.com, www.apexfunrun.com. STAKES IN GRASS PROHIBITED. SAND BAGS CAN BE USED TO HOLD DOWN ITEMS BUT ONLY ALLOWED FOR ONE DAY. CONTRACT REQUIRED PRIOR TO OCCURENCE.	10/9/2019
12/12/17	Jackman Enterprises- DBA Funflicks - outdoor inflatable screen for movie night. Paul Jackman-(844) 556-6843, pauljackman@funflicks.com. Www.funflicks.com FOR MOVIE PROJECTOR USE ONLY!	10/13/2019
4/8/14	UNeed2 - help student build a computer. Lynda Hawkins - 662-1188 or Eric Hawkins - 510-952-1473, ehawkins@sbcglobal.net, lyndahawkins@sbcglobal.net, www.uneed2.org. CONTRACT REQUIRED PRIOR TO OCCURENCE.	10/20/2019
1/8/19	Nutrien - Seed Survivor mobile unit teaches agriculture in classrooms. Raleigh Gagan - (530)-320-5907, caseedsurvivor@gmail.com www.seedsurvivor.com. CONTRACT REQUIRED PRIOR TO OCCURENCE.	11/1/2019
9/8/15	Tracy Crime Stoppers - partnership with citizens, media, and the criminal justice system, is to prevent and solve crimes within the Tracy region Marshall Rose - (209) 627-7675. CONTRACT REQUIRED PRIOR TO OCCURENCE.	11/3/2019
2/11/14	World of Wonders Science Museum (WOW) , Teaches varius science topics. Beth Fox - 368-0969, beth@wowsciencemuseum.org, www.sciencemuseum.org. CONTRACT REQUIRED PRIOR TO OCCURENCE.	12/1/2019
4/25/16	Delta Sigma Theta Sorority - Girls Empowerment Conference. Tanya Vaughn - (510) 909-4655, Tanya.Vaughn@pro.sccgov.org Dana Cooper - 640-9127, d_goodwill@yahoo.com, www.TracyAreaDeltas.com. CONTRACT REQUIRED PRIOR TO OCCURENCE.	12/1/2019
8/12/14	Tracy Chamber of Commerce: "Hire Me First" Internship Program was established to promote youth employability through increased employment opportunities, internship and job shadowing experiences for the youth in our community. Alyssa Mupo - 835-2131, hiremefirst@tracychamber.org, www.hiremefirst.org	12/29/2019
9/12/17	Mobile Ed Productions - Educational assemblies for No Bully Zone, Science, History, Reading/Writing, Character and Performance Arts. Contact Cindy Kouczynski-800-433-7459, cindyk@mobileedprocutions.com, www.mobileedproductions.com CONTRACT REQUIRED PRIOR TO OCCURENCE.	1/1/2020
1/25/11	Kaiser Permanente - Dean Starnes, dean.starnes@kp.org, 510-987-2223, www.Kp.org/etp/ncal, Programs "Community Troupe", PEACE Signs" "The Best Me", "Nightmare on Puberty ST." and "Secrets". CONTRACT REQUIRED PRIOR TO OCCURENCE.	1/1/2020

Board Approved	Vendor Name	Insurance Expiration
1/23/18	DJ Glenn Black Jr. - DJ PA System, Mixer (or DJ controller), dance floor lighting, uplighting (decor lighting), etc. Glenn Black, (209) 483-3367, glennbproductions@yahoo.com, www.djglennb.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/4/2020
3/12/13	Entourage Events SF - DJ & lighting Services and Photo Booth, Derek Mizuno, 510-921-4373, booking@entourageeventssf.com. Find them on Yelp & Facebook. Parental permission for pictures of students.	1/16/2020
10/23/18	Traveling Lantern Theater Company - Doren Elias, (800) 936-4723, kb@travelinglantern.com, www.travelinglantern.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/17/2020
10/11/11	Main Street Music - Ken & Diana Cefalo, kencefalo@yahoo.co, dcefalo@sbcglobal.net, CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/17/2020
10/23/18	Roshambo - DJ, photobooth and event planning. Rich Ramirez, (209) 401-1145, roshambome@comcast.net, www.roshambo.biz. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/25/2020
9/13/11	California Weekly Explorer, Inc. History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	2/1/2020
10/11/11	Rumors Productions Company - Karaoke, DJ, children parties, live sound & music, live band, line dancing lessons & game show night. Contact Jenna Teyshak or Jon Tyner - 640-8000, jenna@rpcdj.com, www.rpcdj.com. No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	2/20/2020
9/12/17	Balaji Consulting -Mathnasium - Math tutors offering Math Night with Math games. Pratima Murarka - 650-0345 or tracy@mathnasium.com, www.mathnasium.com/tracy CONTRACT REQUIRED PRIOR TO OCCURRENCE	3/13/2020
1/24/17	Emergency Food Bank: Mobile Farmer's Market. Kisha Thompson-464-7369 ext. 1007, kthompson@stocktonfoodbank.org or Pat Brown-464-7369 ext. 1008 pbrown@stocktonfoodbank.org, www.stocktonfoodbank.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	3/22/2020
4/12/11	LMG Attractions-All in the Details- DJ and Emcee, Business Audio Visual, Event Planning, Professional Sound and Audio. Dave Tillman 209-275-0226, www.lmgattractions.com No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE. RANDY LUIS IS NOT AN EMPLOYEE OF THIS BUSINESS.	4/1/2020

Board Approved	Vendor Name	Insurance Expiration
10/24/17	City of Stockton - SJ County Library - Training Wheels program. Mobile Library on wheels for preschool students participating in story time and receive a free book. Contact Lisa Lee-lisa.lee@stockton.ca.gov or 937-8143. www.ssjcpl.org/involved/litservices/default.html	No Expiration Date
5/8/12	Dairy Council of CA Mobile Dairy Classroom , Leona Bettencourt, 916-263-3560 x413, lbettencourt@dairycouncilofca.org. www.dairycouncilofca.org . Must follow Animal Policy Guidelines AR 6163.1	Insurance not required if supervised by certificated employee
12/10/13	SJ Vector Control - Aaron Devencenzi - 982-4675, adevencenzi@sjmosquito.org. Field trip in your classroom. Mosquito and tick presentation.	Insurance not required if supervised by certificated employee
2/15/17	Tracy Public Library - Literacy Parent Education. Stella Beratlis, 937-8221, stella.beratlis@stocktonca.gov	Insurance not required if supervised by certificated employee
10/9/07	Sandia Labs Joel Lipkan - jlipkin@comcast.net	Insurance not required if supervised by certificated employee

Board Approved	Vendor Name	Insurance Expiration
↓APPROVED FOOD VENDORS↓ SORTED BY INSURED NAME AND EXPIRATION DATE		
VENDOR'S VEHICLES ARE NOT ALLOWED TO DRIVE AND PARK ON CAMPUS. VEHICLES MUST PARK IN DESIGNATED PARKING PLACES!		
↓This list of Approved Food Vendors is for insurance verification only. It does not supersede the approval required for food sales through food services or replace the standard facility use process! No food sales until 30 minutes after school.		
11/12/12	Menchie's Frozen Yogurt , Adele Boch, 612-5285, adelebloch@yahoo.com, www.menchies.com. No food sales until 30 minutes after school.CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/6/2019
2/12/19	S&L BBQ & Catering - Food catering. Lena George - (408)221-2710, SLBBQ@comcast.net. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/16/2019
5/14/13	Buffalo Wild Wings - Food/Catering. (209) 833-3819. 425@buffalowildwings.com and/or wingman209@sbcglobal.net. www.buffalowildwings.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/29/2019
8/11/2015	Kona Ice of Tracy - Shaved Ice drinks. Lisa Duncan, (209) 597-8760, dduncan@kona-ice.com, www.kona-ice.com. No food sales until 30 minutes after school. Vehicles must be parked in designated parking place only. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	7/22/2019
5/9/17	Black Bear Diner - Catering. Tracy@blackbeardiner.com, (209) 835-5600 or (209) 814-0902.	8/17/2019
9/27/2016	Meva's Tacos & More - Contact Eva Ybarra - 244-3307 or mevastacos@gmail.com. No food sales until 30 minutes after school.CONTRACT REQUIRED PRIOR TO OCCURRENCE.	8/30/2019
12/8/09	Tracy Breakfast Lions Club - Greg Bidlack - gregandvelma@sbglobal.net, Jim Noah - 835-0981, www.tracybreakfastlionsclub.org. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	9/1/2019
9/12/2017	Blue Moon Kettle Corn - Kettle Corn sales. Nicole Moore - (510) 589-6166 or bluemoonkettle@gmail.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	9/6/2019
10/13/15	Pink Turtle Shoppe - Ice Cream & Cookie restaurant. Arabella McCreary - 627-8513, pinkturtleshoppe@gmail.com, www.pinkturtleicecream.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	9/9/2019
10/13/09	Famous Dave's BBQ Catering : 3162@srribs.com, 833-6337. www.famousdaves.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/1/2019
10/23/18	Jolts Coffee Bar - serve coffee, espessio, tea, hot chocolate, etc. Carol Zuro, carolzuro@joltscoffeebar.com, (209) 608-2556, https://m.facebook.com/joltscoffeebar/. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/9/2019

Board Approved	Vendor Name	Insurance Expiration
10/25/11	Mi Espiranza - Restaurant Catering. Call Omar Mendoza and Candida Ramiriz at 832-3020. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/15/2019
11/14/17	Smokin Hot Meats N Treats - Food truck - Doug & Rita Westby. (510) 364-5070, smokinhotmeatsntreats@gmail.com, www.smokinhotmeatsntreats.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	11/27/2019
12/8/09	Texas Roadhouse - Ed Ferro, (209) 607-5788, trh_catering@ultrasteak.com or TXRH_Cater@TexasRoadhouse.com. Restaurant direct: 830-1133. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	12/1/2019
*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or E occupancies in accordance with Appendix Chapter 1, Section 105.6.		
OUTDOORS BBQ RULES - Make sure barbeques are 10 feet away from any building or structure. Place drip pans or tarps under barbeques to avoid spillage on pavement. Do not dump grease, oil, briquettes or barbeques anywhere on TUSD property or in garbage cans or dumpster. If spill occurs, you must provide an oil absorbent and clean properly.		
Remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property. Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and/or District fines ranging from \$250-1,000.		



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: March 27, 2019
SUBJECT: **Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
MEASURE B BOND
April 9, 2019
SUMMARY OF SERVICES

A. Vendor: Crown Castle
Site: Central Elementary School Renovation
Item: Order - Ratify
Services: Contractor to provide the district wide fiber connection from the street into the new school site MDF room.
Cost: \$9,000.00
Project Funding: Measure B Bond Fund, State School Facilities Program

B. Vendor: Wallace Kuhl and Associates
Site: Central Elementary School Renovation
Item: Testing and Inspection Services Increase - Ratify
Services: Additional site visits during the winter months due to wet soils, extended construction schedule for the brick veneer and additional post installed anchor observation and testing.
Cost: \$15,000.00
Project Funding: Measure B Bond Fund, State School Facilities Program

C. Vendor: DEMCO
Site: Central Elementary School Renovation
Item: Quote - Ratify
Services: Computer room furniture; desks
Cost: \$12,749.45
Project Funding: Measure B Bond Fund, State School Facilities Program

D. Vendor: School Specialty Furniture and Equipment
Site: Central Elementary School Renovation
Item: Quote - Ratify
Services: Computer room furniture; chairs
Cost: \$1,451.63
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: March 19, 2019
SUBJECT: **Approve Out of State Travel for Julianna Stocking to Attend the AVID District Leadership Training in Denver, CO, July 17th through 19th, 2019**

BACKGROUND: Tracy Unified School District has implemented Advancement Via Individual Determination (AVID) since 2002. Each school year, the District must contract services from the AVID Center, a California non-profit corporation. Tracy Unified School District has six AVID member schools: Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, Poet Christian School, and Williams Middle School, and will be adding North School for the 2019-2020 school year. Over the years, the AVID program participants have demonstrated greater high school graduation rates and college acceptance rates than their non-participating peers.

RATIONALE: AVID is a college readiness system for elementary through higher education students that is designed to increase school-wide learning and performance. The AVID College Readiness System (ACRS) accelerates student learning, uses research-based methods of effective instruction, provides meaningful and motivational professional learning, and acts as a catalyst for systemic reform and change.

To implement the AVID program, and meet AVID requirements, Tracy Unified School District agrees to participate in AVID District Leadership Training (ADL). This training is mandatory for the District Director designated to oversee the District's AVID Program – Julianna Stocking. AVID District Leadership training comprises of five training sessions that AVID Center provides to individuals designated as AVID District Directors to prepare them to support and sustain AVID implementation in their districts. AVID District Directors have many responsibilities. They ensure that AVID sites in their districts implement AVID with fidelity, they monitor and evaluate AVID certification and data collection submissions for their district sites, and they attend the five sessions of AVID District Leadership (ADL) training. ADL training sessions are designed to include rich content and relevant research studies on academic achievement and AVID. Over the courses of these sessions, participants will learn to navigate the wealth of AVID curriculum in the AVID libraries; calibrate through hands-on activities; visit AVID National Demonstration schools; learn the AVID College Readiness System, along with its data-driven components; refine their coaching skills; and deepen their understanding of AVID's certification system.

This ADL Training in Denver, CO, will be the final District Leadership Training in the series of five, and will allow Julianna Stocking to meet all of the AVID District Leadership Training requirements, and will fulfill our District contract with the AVID organization. The District will be able to continue offering the AVID Program to our students at the highest level of service and support.

These mandatory trainings meet Tracy Unified School District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers and 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: Funding will not exceed \$2800.00 for this conference. LCFF Targeted funds for AVID will continue to be provided to support implementation of the AVID program.

RECOMMENDATION: Approve Out of State Travel for Julianna Stocking to Attend the AVID District Leadership Training in Denver, CO, July 17th through 19th, 2019.

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

STRAND OFFERINGS

Please note that some strands use digital tools. Check the strand descriptions on MyAVID for device requirements. Additionally, not all strands will be offered at every Institute and strands may be canceled due to low enrollment.

AVID Secondary

AVID Academic Elective Teachers and AVID Coordinators

- Implementation: Middle School or High School
- Tutorology
- Advancing the AVID Elective: Middle School and High School
- Essential Academic Skills for College Readiness
- AVID Academic Language and Literacy: A Schoolwide Approach
- Reading for Disciplinary Literacy: A Schoolwide Approach—NEW
- Culturally Relevant Teaching: Transforming Educators
- Culturally Relevant Teaching: Empowering Students
- Digital Teaching and Learning Foundations: Secondary
- Digital Teaching and Learning—Advancing: Google—NEW
- Digital Teaching and Learning—Advancing: Microsoft—NEW
- Digital Teaching and Learning—Advancing: Leadership—NEW
- Leadership for AVID Schoolwide
- Preparing for College
- Student Success
- Learning Through Writing: A Schoolwide Approach
- Content-Area Writing: A Schoolwide Approach

Administrators and AVID Coordinators

- Leadership for Implementation: Middle School/High School
- Leadership for Advancing
- Leadership for AVID Schoolwide
- AVID Academic Language and Literacy: A Schoolwide Approach
- Reading for Disciplinary Literacy: A Schoolwide Approach—NEW
- Culturally Relevant Teaching: Transforming Educators
- Culturally Relevant Teaching: Empowering Students
- Digital Teaching and Learning—Foundations: Secondary
- Digital Teaching and Learning—Advancing: Google—NEW
- Digital Teaching and Learning—Advancing: Microsoft—NEW
- Digital Teaching and Learning—Advancing: Leadership—NEW
- Preparing for College
- Student Success
- Tutorology
- Learning Through Writing: A Schoolwide Approach
- Content-Area Writing: A Schoolwide Approach

Counselors

- Counseling: Middle School or High School
- Preparing for College
- AVID Academic Language and Literacy: A Schoolwide Approach
- Culturally Relevant Teaching: Transforming Educators
- Culturally Relevant Teaching: Empowering Students
- Leadership for AVID Schoolwide
- Student Success
- Tutorology

AVID Excel

Please note that AVID Excel strands are for contracted AVID Excel sites only.

- AVID Excel Implementation
- AVID Excel Scholar Groups
- AVID Excel Advancing

Subject-Area Teachers

- AVID Academic Language and Literacy: A Schoolwide Approach
- AVID Career and Technical Education (CTE)
- Reading for Disciplinary Literacy: A Schoolwide Approach—NEW
- English Language Arts: Exploring Texts with Strategic Reading
- English Language Arts: Informing Ourselves and Others Through Writing and Speaking
- History/Social Science Through High Engagement Strategies
- History/Social Science Through Historical Inquiry
- Mathematics 1
- Science 1
- Student Success
- AVID Bridges to Success: A Schoolwide Approach
- Learning Through Writing: A Schoolwide Approach
- Content-Area Writing: A Schoolwide Approach
- AVID Academic Language and Literacy: A Schoolwide Approach
- AVID Career and Technical Education (CTE)
- Reading for Disciplinary Literacy: A Schoolwide Approach—NEW
- Culturally Relevant Teaching: Transforming Educators
- Culturally Relevant Teaching: Empowering Students
- Digital Teaching and Learning—Foundations: Secondary
- Digital Teaching and Learning—Advancing: Google—NEW
- Digital Teaching and Learning—Advancing: Microsoft—NEW
- Digital Teaching and Learning—Advancing: Leadership—NEW
- English Language Arts: Exploring Texts with Strategic Reading
- English Language Arts: Informing Ourselves and Others Through Writing and Speaking
- History/Social Science Through High Engagement Strategies
- History/Social Science Through Historical Inquiry
- Mathematics 2
- Science 2
- Student Success
- AVID Bridges to Success: A Schoolwide Approach
- Learning Through Writing: A Schoolwide Approach
- Content-Area Writing: A Schoolwide Approach
- AVID Academic Language and Literacy: A Schoolwide Approach
- AVID Career and Technical Education (CTE)
- Reading for Disciplinary Literacy: A Schoolwide Approach—NEW
- Culturally Relevant Teaching: Transforming Educators
- Culturally Relevant Teaching: Empowering Students
- Digital Teaching and Learning—Foundations: Secondary
- Digital Teaching and Learning—Advancing: Google—NEW
- Digital Teaching and Learning—Advancing: Microsoft—NEW
- Digital Teaching and Learning—Advancing: Leadership—NEW
- Preparing for College
- Student Success
- AVID Bridges to Success: A Schoolwide Approach
- Tutorology
- Learning Through Writing: A Schoolwide Approach
- Content-Area Writing: A Schoolwide Approach

Attendee Key:

- 1st Year ● 2nd Year ● 3rd Year ● 4th Year

AVID Elementary

Please note that AVID Elementary (AE) strands are for contracted AE sites only.

AVID Elementary District Directors: See District Directors K-12 section below for strand sequence.

AVID Elementary Administrators

- AE: Leadership for Implementation
- AE: Leadership for Advancing
- AE: Foundations Implementation (Grades K-2)
- AE: Foundations Implementation (Grades 3-6)

AVID Elementary Teachers

- AE: Foundations Implementation (Grades K-2)
- AE: Foundations Implementation (Grades 3-6)
- AVID Bridges to Success: A Schoolwide Approach
- AE: Just WICORize It!
- AE: The Art of Inquiry
- AE: STEM—NEW
- Digital Teaching and Learning—Foundations: Elementary—NEW
- AE: STEM—NEW
- AE: Just WICORize It!
- AE: The Art of Inquiry
- AVID Academic Language and Literacy: A Schoolwide Approach
- Reading for Disciplinary Literacy: A Schoolwide Approach—NEW
- Culturally Relevant Teaching: Transforming Educators
- Culturally Relevant Teaching: Empowering Students
- Digital Teaching and Learning—Foundations: Elementary—NEW
- Digital Teaching and Learning—Advancing: Google—NEW
- Digital Teaching and Learning—Advancing: Microsoft—NEW
- Digital Teaching and Learning—Advancing: Leadership—NEW
- Learning Through Writing: A Schoolwide Approach
- Content-Area Writing: A Schoolwide Approach

District Directors K-12

- AVID District Leadership (ADL) 1
- AVID District Leadership (ADL) 4
- Advancing the District Director Role

AVID for Higher Education

Please note that AVID for Higher Education (AHE) strands are for contracted AHE sites only. AHE strands will be offered only at the Denver Summer Institute.

- AHE: Harnessing the Power of Student Engagement
- AHE: Teacher Preparation Leadership
- AHE: Best Practices in Action
- AHE: Seminar Instructors
- AHE: Liaisons

REGISTER EARLY

Log in to <https://my.avid.org>

Click "2019 AVID Summer Institutes."

Deadlines and Fees

Early Bird Registration
(\$100-\$150) \$825

Regular Registration
(\$100-\$150) \$895

Late Registration
(\$100-\$150) \$995

2019 Summer Institute Locations and Dates

DALLAS | June 19-21

ORLANDO | July 1-3

DENVER | July 17-19

SAN DIEGO 1 | June 24-26

SEATTLE | July 1-3

ANAHEIM | July 22-24

TAMPA | June 25-27

SACRAMENTO | July 8-10

SAN ANTONIO | July 22-24

MINNEAPOLIS | July 1-3

PHILADELPHIA | July 15-17

SAN DIEGO 2 | July 29-31



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: February 28, 2019
SUBJECT: **Approve Agreement for Special Contract Services with Axis Community Health to Provide Mental Health Services to 5 School Sites and Summer Bridge Program during the 2019-20 School Year**

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

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

FUNDING: The total cost for Axis Community Health will not exceed \$76,704.00. This funding will be paid with District LCAP funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Axis Community Health to Provide Mental Health Services to 5 School Sites and Summer Bridge Program during the 2019-20 School Year.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide Mental Health services during the 2019-20 school year to the following school sites: Hirsch Elementary (252 hrs), Poet Elementary (252 hrs), Monte Vista Middle School (504 hrs), Bohn Elementary (252 hrs), Stein Alternative High School (252 hrs) and Summer Bridge Program (86 hrs). Provider must be licensed in one of the following fields: Social Work, Marriage and Family Therapy, Marriage and Family Clinical Counselor, or Clinical Psychology; or Mental Health Provider must be a registered Associate with the BBS in one of the following fields: Social Work, Marriage and Family Therapy, Marriage and Family Clinical Counseling or Clinical Psychology.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1598 () HOURS | | DAYS, under the terms of this agreement at the following location See Above.

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

- a. District shall pay \$48 per HOUR | | DAY | | FLAT RATE, not to exceed a total of \$76,704.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District SHALL SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a MONTHLY PROGRESS BASIS | | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2019, and shall terminate on June 30, 2020.

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

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

Contractor agrees to hold harmless and to indemnify District for:


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

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

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

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

AGREED:


 Contractor Signature _____ Title CEO

 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



Memorandum of Understanding

Mental Health Counseling Services
in the Tracy Unified School District (TUSD)
Provided by Axis Community Health
2019-2020 School Year

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

Axis will provide the following:

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

- Axis will obtain a Release of Information for all students treated to allow Axis to be in contact with the TUSD as clinically appropriate. Axis will provide chart information to TUSD as clinically appropriate.
- Electronic files will be maintained for each student in Axis' electronic records system for each student who receives services. All records will be conducted and maintained in a manner consistent with Axis' internal policies and procedures. During intake, students and parents will complete consents necessary and will be notified that their records will be kept in electronic form on the EPIC platform.
- Counseling services will be provided as funded by TUSD at the rate of \$48/hour of service for individual or group visits.
 - Services will be provided at the following schools as designated by TUSD:
 - Hirsch Elementary – 1 day per week
 - Poet Elementary – 1 day per week
 - Monte Vista Middle School – 2 days per week
 - Stein Alt High School - 1 day per week
 - Bohn Elementary – 1 day per week
 - Summer bridge program for one month in June TBD
 - Hours of service per day will range between 6-7 hours depending upon travel time – travel time will be included in invoice. Services will be provided on days that school is in session and will continue throughout the school year. Services will cease when school is closed for the holidays and over the summer (between 34-36 weeks of service pending staff availability and school need).
- Axis will send a monthly invoice and also a report of services to TUSD:
 - Axis will invoice up to the max allotment of \$76,704 per year.
 - Monthly report of services will include client initials, diagnosis, number of sessions provided in that month, and the type of treatment provided (i.e. group or individual).

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

- Axis contact is:

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

TUSD will provide the following:

- A designated room at each school site for counseling services; this room must be in a location that allows for privacy and confidentiality during counseling sessions. Should Axis staff feel

unsafe or uncomfortable conducting sessions in the room provided they will notify the school contact person and request another room if necessary.

- A designated contact person(s) at each school and/or on behalf of TUSD who is available to provide information and direction regarding program components which include dates, times, and locations of services, referrals to the service and other pertinent program information. In addition, this contact person will be responsible for ensuring that students have permission/passes to leave class, and that Axis staff is informed in advance of any changes in school schedules.
- Promotion of the Axis programs by letting the students, families, and school officials know that the service is available.
- Assistance in obtaining all necessary program consents from students, parents/guardians, and others as may be required.

Both Axis and TUSD will:

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

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

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

Sue Compton

 Sue Compton
 Chief Executive Officer
 Axis Community Health



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 14, 2019
SUBJECT: **Approve Agreement for Special Contract Services With the Child Abuse Prevention Council to Provide Suicide Prevention Services to Comprehensive High Schools in the 2019-2020 School Year**

BACKGROUND: The Child Abuse Prevention Council has funding to provide a variety of Suicide Prevention Services, including: The Yellow Ribbon Campaign, Straight Talk and Depression Group Counseling to Tracy Unified's high school students at four high school campuses. Such services would be offered to all 10th graders during the 2019-2020 school year.

RATIONALE: Presently, suicide is the third leading cause of death for teenagers, according to the National Alliance for Mental Health Services. 50% of all mental illness will begin to cause impairment by the age of 14 and 90% of those who complete a suicide have an untreated mental illness. Suicide Prevention Services are so important at the high school level for these reasons. In addition, untreated mental illness, along with completed and uncompleted suicides, negatively affects individual and collective academic performance and can de-stabilize the greater school climate. 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, and District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The Child Abuse Council is providing Suicide Prevention Services through a grant they were awarded for the 2019-20 school year. There is no cost to the District for the 2019-20 school year for this service.

RECOMMENDATION: Approve Agreement for Special Contract Services With the Child Abuse Prevention Council to Provide Suicide Prevention Services to Comprehensive High Schools in the 2019-2020 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: The Yellow Ribbon Campaign, SAFE Talk, and Depression Group Counseling to Tracy Unified's high school students at Kimball High, Tracy High, West High and Stein High School.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 () | | HOURS | | DAYS, under the terms of this agreement at the following location West, Kimball and Tracy High Schools and Stein Alternative HS.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$0.00 per | | HOUR | | DAY | | FLAT RATE, not to exceed a total of \$0.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District | | SHALL | | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
 - c. District shall make payment on a | | MONTHLY PROGRESS BASIS | | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2019, and shall terminate on June 30, 2020.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Glenn Program Director
Contractor Signature Title

Tracy Unified School District

IRS Identification Number

Date

Program Director
Title

Account Number to be Charged

PO BOX 1257
Address

Department/Site Approval

Stockton, CA 95201

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 27, 2019
SUBJECT: **Approve Agreement for Special Contract Services with Karen McCrary, AMFT to Provide Anger Management Classes to TUSD Students during the 2019-2020 School Year**

BACKGROUND: The Prevention Services Office coordinates prevention and early intervention services for the district. Students referred for anger management counseling and interventions are enrolled in Anger Management classes for skill-building, decision making and appropriate replacement behaviors. The goal is to improve behavior as well as to prevent further suspensions and/or expulsions. The contracted clinician uses the following evidenced based curriculum; “The Anger Workbook for Teens,” by Raychelle Cassada Lohmann, MS and, “Mindfulness for Teen Anger,” by Mark Purcell, PsyD and Jason Murphy, MA. Anger Management classes are one hour in duration and span 8 weeks per session.

RATIONALE: Students suspended and/or expelled for aggressive or combative behavior incidents are referred to TUSD’s district Anger Management classes, as a tier 2 behavior intervention. This educational class provides adolescents with a chance to develop coping skills meant to help students manage their own anger in a positive, and healthier way. Participants may include youth who internalize anger as well as those who act out verbally or physically towards others. These classes discuss the following topics: Understanding anger; noticing triggers and responses to anger; stress management; effective communication; personal responsibility; recognizing adaptive and mal-adaptive anger responses and developing positive coping skills. 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 goal, as well as District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Fees for services are \$60 per class. The 8-week workshop is offered four times each academic school year. The total expected cost for the 2019-20 school year is \$1,920. The cost for this class is paid through LCAP funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Karen McCrary, AMFT to Provide Anger Management Classes to TUSD Students during the 2019-2020 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: _____
Provide Anger Management Classes to TUSD students during the 2019-20 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 32 () HOURS | | DAYS, under the terms of this agreement at the following location District Office.

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

a. District shall pay \$ 60.00 per HOUR | | DAY | | FLAT RATE, not to exceed a total of \$ 1,920.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

b. District |] SHALL SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.

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

4. The terms of the agreement shall commence on July 1, 2019, and shall terminate on June 30, 2020.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Victoria Boufford / Amy 2/28/19
Contractor Signature Title
AMFT

IRS Identification Number _____

Psychologist
Title

2180 W. Grant Line Rd, Suite 217
Address

Tracy CA 95377

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 26, 2019
SUBJECT: **Approve Agreement for Special Contract Services with Karen McCrary, MFTI, to Provide Mental Health Services to 2 School Sites during the 2019-2020 School Year**

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

RATIONALE: Social and Emotional interventions are a part of the multi-tiered system of support that the district uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. Students benefit greatly from having behavioral health clinicians on school site campuses, and TUSD relies on this service to aid in its support of students who struggle with emotional issues during the school year. TUSD will contract with Karen McCrary, MFTI, to provide targeted and intensive behavioral health interventions at 2 school sites within the District using LCAP funding. The two school sites are Duncan Russell Continuation High School/Willow Community Day School and McKinley Elementary School. This effort supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal#3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost for Karen McCrary, MFTI will not exceed \$24,480.00. This funding will be paid with District LCAP funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Karen McCrary, MFTI, to Provide Mental Health Services to 2 School Sites during the 2019-2020 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide Mental Health Counseling at the following sites: Willow/Duncan Russell- 204 hours, McKinley Elementary- 204 hours.
This provider is an Associate Marriage and Family Therapist, is registered with the Board of Behavioral Sciences and will be paid \$60/hr.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 408 () | | HOURS | | DAYS, under the terms of this agreement at the following location See Above.

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

- a. District shall pay \$60.00 per HOUR | | DAY | | FLAT RATE, not to exceed a total of \$\$24,480.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$806.00 for the term of this agreement.
- c. District shall make payment on a MONTHLY PROGRESS BASIS | | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2019, and shall terminate on June 30, 2020.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Vittorio Benvenuto / 2/28/19
Contractor Signature Title RMT

IRS Identification Number

Psychologist
Title

2180 W. Grant Line Rd. Suite 217
Address

Tracy CA 95377

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 26, 2019
SUBJECT: Approve Out of State Travel for Three Poet-Christian School Teachers and One Administrator to Attend the Model Schools Conference in Washington, DC on June 23-26, 2019

BACKGROUND: Poet-Christian has been working with an International Center for Leadership in Education (ICLE) consultant for the past two years. Poet-Christian has shown tremendous growth in professional learning and instruction with a focus on higher-level questioning and student engagement through imloative strategies. As a result of double-digit increases in state test scores for both Math and Language Arts, the school was encouraged to apply to present at the Annual Model Schools Conference in June 2019. Poet-Christian was subsequently selected and is being given the honor to present at this year's conference. The Model Schools Conference will also provide the Poet-Christian Leadership Team (site principal and three teachers) the opportunity to attend professional learning sessions with the goal of continuing the success from the past two years. The team will focus on Rigor, Relevance and Relationships and the administrator and teachers will gain specific, practical, and inspiring strategies to continue transforming our school into a place where all students learn at high levels.

RATIONALE: The Rigor, Relevance and Relationship Framework has been recognized as a powerful tool for sustained, substantive school improvement. This conference will provide our team with the knowledge and tools to continue to improve this empowering process in our school. This Agenda item supports District Strategic Goal #2: Hire, support, develop, train and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social and emotional potential.

FUNDING: Total cost for the four-day conference will not exceed \$15,500 for one administrator and three teachers. Funding will be provided by District Title 1 carryover funds.

RECOMMENDATION: Approve Out of State Travel for Three Poet-Christian School Teachers and One Administrator to Attend the Model Schools Conference in Washington, DC on June 23-26, 2019

Prepared by: Bill Maslyar, Principal, Poet-Christian School.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 26, 2019
SUBJECT: **Approve Agreement for Special Contract Services with Point Break Adolescent Services to Provide Mandatory Substance Abuse Counseling Services to Students for the 2019-2020 School Year**

BACKGROUND: Over 100 TUSD students are referred annually for mandatory substance use counseling, due to earning a substance use violation on campus, during school hours. Students referred for counseling attend a five-week drug education class taught by a certified substance abuse counselor. Substance use classes are a tier 2 intervention for Behavior.

RATIONALE: Students suspended for substance use are required to attend a class on the dangers of using substances, as a targeted student intervention for behavior. The class is an after school program that spans five weeks, and it is coordinated through the office of Prevention Services. The goal of providing this targeted intervention is to help prevent further student substance use, abuse and/or potential addiction among TUSD students. Point Break Adolescent Resources contracts with TUSD to provide substance use classes to all effected TUSD students. This agenda item supports the District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Fees for services are \$70 per class. The total expected cost for the 2019-2020 school year is \$2,450.00. The fees for the Mandatory Substance Abuse class are paid through the LCAP funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Point Break Adolescent Services to Provide Mandatory Substance Abuse Counseling Services to Students for the 2019-20 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide Mandatory Substance Abuse Classes to TUSD students during the 2019-20 school year.

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

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

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

a. District shall pay \$ 70.00 per HOUR | | DAY | | FLAT RATE, not to exceed a total of \$ 2,450.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

b. District | | SHALL SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.

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

4. The terms of the agreement shall commence on July 1, 2019, and shall terminate on June 30, 2020.

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

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

Contractor agrees to hold harmless and to indemnify District for:

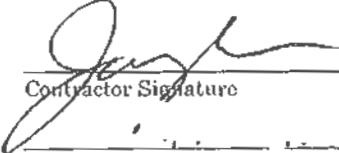
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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


AGREED:

 _____
 Contractor Signature Title Exec. Director

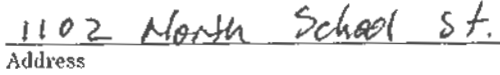
Tracy Unified School District

Date

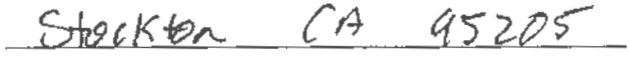
 IRS Identification Number

 _____
 Title Executive Director

Account Number to be Charged

 _____
 Address 1102 North School St.

Department/Site Approval

 _____
 Address Stockton CA 95205

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 28, 2019
SUBJECT: **Approve Agreement for Special Contract Services with Jen Schrottenboer, MS, MHC, SpEd to Provide Mental Health Services to Villalovoz Elementary School for the 2019-2020 School Year**

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

RATIONALE: Social and Emotional interventions are a part of the multi-tiered system of support that the district uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. Students benefit greatly from having behavioral health clinicians on school site campuses, and TUSD relies on this service to aid in its support of students who struggle with emotional issues during the school year. TUSD will contract with Jen Schrottenboer, MS, MHC, SpEd to provide targeted and intensive behavioral health interventions at Villalovoz Elementary School using LCAP funding. This effort supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost for contracting with Jen Schrottenboer, MS, MHC, SpEd to provide Mental Health Services to Villalovoz Elementary School will not exceed \$12,240.00. This funding will be paid with District LCAP funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Jen Schrottenboer, MS, MHC, SpEd to Provide Mental Health Services to Villalovoz Elementary School for the 2019-20 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide Social and emotional tier 2 and 3 interventions to students at Villalovoz Elementary School during the 2019-2020 school year. Clinician will be paid \$60/hour.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of ²⁰⁴ () [x] HOURS [] DAYS, under the terms of this agreement at the following location Villalovoz Elementary.

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

- a. District shall pay \$ 60.00 per [x] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 12,240.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.

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

4. The terms of the agreement shall commence on July 1, 2019, and shall terminate on June 30, 2020.

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

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

Victoria Bouslog (Contractor Signature) / James Selmer
Contractor Signature Title
7/20/92

Psychologist / Registered Associate Professional Clinical Counselor
Title

2180 W. Grant Line Rd, Suite 217
Address
Tracy CA 95377

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 Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 21, 2019
SUBJECT: **Approve Overnight Travel for the Tracy High School Choir to Participate in a Soundtrack Recording Workshop and Perform in a Disneyland Parade in Anaheim, CA on April 18-20, 2019**

BACKGROUND: Thirty-six students of the Tracy High Choir would like to participate in a Soundtrack Recording Workshop and perform in a Disneyland Parade in Anaheim, CA on April 18-20, 2019. Choir Director, Mrs. Jennifer Grover and six parent chaperones will provide supervision during the trip. Mrs. Grover chaperones and students will stay at the Embassy Suites in Santa Ana and will be transported by Charter Bus. The parent chaperones will be District approved. Eric Spidell, owner of musictrip.com, specializes in planning and organizing trips for music ensembles and has worked with Mrs. Grover and the Tracy High Choral Club to coordinate the payments of Disneyland Park Hopper tickets, hotel rooms, charter bus transportation, the soundtrack recording workshop and the performance.

RATIONALE: The purpose of this trip is to expose the students to the many facets of the performing arts and the strategies that are used by major corporations in a theme park setting. These include, but are not limited to, the recording process for movies on a sound stage and live performances. The students will also produce a video soundtrack recording on a movie studio sound stage and perform in a professional production in front of a live audience. This aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/ or career goals.

FUNDING: Mrs. Grover and the Tracy High School Choral Club have acted as an intermediary between Eric Spidell and the students attending the trip. The Tracy High School Choral Club has collected voluntary donations from students who wish to attend the trip, assisted in fundraising opportunities, and issued payments to Mr. Spidell and musictrip.com. The total cost of the trip will not exceed \$25,000. There will be no cost to the District.

RECOMMENDATION: Approve Overnight Travel for the Tracy High School Choir to Participate in a Soundtrack Recording Workshop and Perform in a Disneyland Parade in Anaheim, CA on April 18-20, 2019.

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



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 20, 2019
SUBJECT: **Approve Agreement for Special Contract Services with the History Project, University of California, Davis to Provide 6-12 History-Social Science Teachers Professional Learning Focused on the new History-Social Science Curriculum Framework and the Adopted Instructional Materials**

BACKGROUND: Tracy Unified School District (TUSD) seeks professional learning programming focused on understanding the new History-Social Science Curriculum Framework, using the History-Social Science Benchmark Assessments to improve instruction, and support for instructional materials implementation for their 6-12 History-Social Science teachers. TUSD teachers have worked with The History Project, University of California, Davis for the last four years. Teachers have collaborated to identify the priority standards for each History/Social Studies curricular area and developed District benchmark assessments. With the adoption of new History-Social Science instructional materials for 6-12th grades, the U.C. Davis History Project will continue to work with teachers to revise the benchmark assessments in alignment with the History-Social Science Curriculum Framework and the newly adopted instructional materials.

RATIONALE: History-Social Science teachers continue to request the opportunity to continue this work in the 2019-2020 school year. U.C. Davis History Project staff will guide TUSD History teachers through the work of refining benchmark assessments for grades 6-12 to measure content knowledge, disciplinary inquiry and analysis skills, and common core literacy skills aligned to the Frameworks. The U.C. Davis History Project staff will support teachers in understanding the History-Social Science Framework Expectations for instruction through content, inquiry, literacy, and civic engagement as they teach with the newly adopted instructional materials.

This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost of training by the UC Davis History Project for the 2019-2020 school year will not exceed \$21,600.00. This training cost will be paid through District LCAP funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with the The History Project, University of California, Davis to Provide 6-12 History-Social Science Teachers Professional Learning Focused on the new History-Social Science Curriculum Framework and the Adopted Instructional Materials.

Prepared by: Melissa Beattie, Director of Professional Learning and Curriculum.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: _____
The History Project, University of California, Davis will provide TUSD K-12 History-Social Science Teachers Professional Learning
Focused on the new History-Social Science Curriculum Framework and the Adopted Instructional Materials
from August 1, 2019 through June 10, 2020 for a total of 36 hours.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of thirty-six, (36) () HOURS | | DAYS, under the terms of this agreement at the following location Tracy Unified School District.

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

- a. District shall pay \$600 per HOUR | | DAY | | FLAT RATE, not to exceed a total of \$21,600. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | | SHALL SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a MONTHLY PROGRESS BASIS | | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 1, 2019, and shall terminate on June 10, 2020.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

Department/Site Approval

Budget Approval

Date Approved by the Board

UNIVERSITY SERVICES AGREEMENT
(Tracy Unified School District)

THIS AGREEMENT is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (University), on behalf of its UC Davis College of Letters and Science and its History Project (the Facility) and TRACY UNIFIED SCHOOL DISTRICT (Sponsor).

RECITALS

WHEREAS, The Facility has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, the services of the Facility may be extended to non-University users (including, when permitted by University policy, University students, faculty, and staff requesting such services for their personal use) only when, in the sole judgment of University, such action will serve purposes consistent with University's objectives and will not adversely affect the conduct of University activities; and

WHEREAS, the services requested by Sponsor have been determined to serve purposes consistent with University objectives and their provision to Sponsor not to adversely affect the conduct of University activities; and

WHEREAS, Sponsor has determined that the services in question cannot be adequately performed by other agencies or commercial firms; and

NOW, THEREFORE, University shall furnish the following services to Sponsor.

TERMS AND CONDITIONS

1. Services. The Facility shall provide professional learning programming with focus on HSS Framework Implications for Instruction, HSS Benchmark Assessments, and Textbook Framework, Benchmark Professional Development, as more fully described in "Exhibit A", attached hereto and incorporated herein. Additional work shall be performed only if authorized in advance by written amendment to this agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this agreement, this agreement shall take precedence.
2. Priority of University work. University work always has priority over work to be performed for non-University users.
3. Term. The term of this agreement shall be from the date of the last signature through June 10, 2020
4. Payment. Fees for services by Facility shall be based upon Facility's most recent approved rates of \$600.00/hr. as more fully described in "Exhibit A". The total cost of services shall not exceed \$21,600.00. Facility will provide Sponsor 30 days' written notice of any proposed rate change and an option to amend or terminate the agreement. Sponsor shall pay for services within 30 days of Sponsor's receipt

of University's invoice. Facility reserves the right to suspend performance of services if Sponsor fails to make payment in full within 60 days.

5. Indemnification and Insurance. The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
 - 5.1. Evidence of Insurance. Upon University's request, Sponsor shall provide University written evidence of Sponsor's insurance coverage relevant to the presence or activity of Sponsor, its officers, agents, and employees while in, on or about University property. In the event Sponsor's coverage is not acceptable to University, University shall have the right to immediately suspend services. If Sponsor fails to provide acceptable insurance within 10 days after University's written notice, University may terminate this agreement.
 - 5.2. Patent Infringement. Sponsor shall indemnify University, its agents and employees, against all liability (including costs and expenses incurred) for use of any invention or discovery and for the infringement of any Letter Patent (not including liability arising pursuant to U.S. Code section 183, Title 35 (1952) prior to the issuance of Letters Patent) occurring during the performance of this agreement and resulting from Sponsor's request or instruction that the Facility utilize any device, method, or technique not normally utilized by the Facility.
6. Non-Liability of University.
 - 6.1. Consequential Damages. University shall not be liable for any loss of profits, claims against Sponsor by any third party, or consequential damages.
 - 6.2. Delay/Desired Result. University shall incur no liability to Sponsor or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform services, or failure to achieve a desired result.
 - 6.3. Property Damage. University shall incur no liability to Sponsor or to any third party for loss or destruction of or damage to any materials to be sampled, assayed, or tested, data, equipment, or other property brought upon University premises by Sponsor or delivered to University by Sponsor in connection with this agreement. Sponsor accepts all liability for risk of loss to any and all such property.
 - 6.4. Liability Limitation. University's liability for damages shall not exceed the total of all charges paid by Sponsor.
7. Confidential Information. During the course of this agreement, Sponsor may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, Sponsor shall submit confirmation in writing within five days of such disclosure.

- 7.1. University's Obligation. University shall treat Sponsor's Confidential Information in the same manner as University treats its own similar information. Upon Sponsor's written request, University shall use reasonable means to protect Sponsor's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by Sponsor. Should such protection occur, any related costs shall be borne by Sponsor. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.
- 7.2. Exempt Information. Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to Sponsor that Confidential Information is being sought by a third party, to afford Sponsor an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at Sponsor's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon Sponsor's request, University agrees to cease using all Confidential Information and to return it promptly to Sponsor.
- 7.3. Time Limitation. University shall not divulge Sponsor's Confidential Information for a period of three years following termination of this agreement, or earlier if Sponsor makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
- 7.4. Disposition of Confidential Information. Upon completion of services or termination of this agreement, by Sponsor's written request, University shall return any Confidential Information. Absent such request, Facility shall destroy or dispose of it according to its established procedures.
8. Disclaimer of Warranty. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY SPONSOR FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Shipment of Restricted Materials. In the event that Sponsor will be providing materials to be sampled, assayed, or used by University in providing Services hereunder whose shipment would require authorization or permits from governmental authorities (including return of any such materials to Sponsor following completion of Services or termination of this agreement), application for such authorization or permit shall be solely at Sponsor's initiative, risk, cost, and expense.
10. University's Right to Use Data. University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in

connection with or as a result of performing the services described in Exhibit A. Upon written request, University agrees to submit a copy of any proposed publication to Sponsor and allow Sponsor a 30 day period in which to review each publication for confidentiality purposes and to identify any inadvertent disclosures of Sponsor's Confidential Information. If necessary to permit the preparation and filing of United States patent applications, University may agree, in its sole discretion, to an additional delay period not exceeding 30 days.

11. Use of University's Name. Sponsor shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
12. Termination. University may terminate this agreement at any time by giving Sponsor 30 calendar days' written notice of such action.
13. Notices. Notices shall be directed to the appropriate parties at the following addresses:
 - 13.1. Regarding Contract. Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:

UNIVERSITY Zahir A. Mohammed Business & Revenue Contracts University of California, Davis One Shields Avenue Davis, CA 95616 E-mail: zamohammed@ucdavis.edu	SPONSOR Melissa Beattie Director of Staff Development Tracy Unified School District 209 830-3232 x1551 Click or tap here to enter text. E-mail: mbeattie@tusd.net
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 - 13.2. Regarding Program/Work. Correspondence or inquiries regarding the substance and progress of work to be performed, or payment for services should be directed to the following addresses:

Stacy Greer California History SS Project University of California One Shields Avenue Davis, CA 95616	Telephone: (530) 752-4286 E-mail: sbgreer@ucdavis.edu
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14. Attorneys' Fees. If any action at law or equity is brought to enforce or interpret the terms of this agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
15. Relationship of the Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.
16. Governing Law. This agreement shall be construed pursuant to California law.
17. Amendment. No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.

- 18. Severability. If a provision of this agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the agreement or of any portion of the invalidated provision remains legal, valid, or enforceable.
- 19. Entire Agreement. The terms of Sponsor's addendum or purchase order shall have no effect on the terms and conditions of this agreement. This agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

TRACY UNIFIED SCHOOL DISTRICT

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____
(authorized signature)

By: _____
Steven Kobayashi
Associate Director
Procurement & Contracting Services
UC Davis Contracting Services

Print name: _____

Title: _____

Date: _____

Date: _____

Proposal
History-Social Science Professional Learning
Tracy Unified School District
2019–2020 Academic Year



Background: Tracy Unified School District (TUSD) seeks professional learning programming focused on understanding the new History-Social Science Curriculum Framework, using the HSS Benchmark Assessments to improve instruction, and support for instructional materials implementation for their 6-12 HSS teachers.

Services

To meet the needs of TUSD, 6-12 history-social science teachers, and their students, the History Project at UC Davis (HP) proposes the following professional learning programming:

Introduction to the Framework through New Instructional Materials.

August Buy Back Day: HSS Framework Implications for Instruction; 2 simultaneous sessions split by grades

- Updates to the new HSS Framework including updated legislation and information on state assessments.
- A focused exploration of the four shifts (inquiry and disciplinary thinking, updated content, academic literacy, and citizenship).
- Explanation of the updated history content.
- Examination of how to use inquiry to frame instruction and the key components of an inquiry-based lesson with model strategies to support historical analysis.
- Introduction to strategies for developing students' academic literacy skills aligned to the CCSS and ELD standards.
- Discussion on supporting civic education within the HSS classroom.
- Model Lesson(s) highlighting the four shifts.
- Discussion of how the four shifts can be implemented through their new materials throughout.

Hours/Cost: 6 hours x 2 simultaneous sessions = 12 hours @ \$600/hour = \$7,200

HSS Benchmark Assessment Workshops: Three ERMs

- **November 17, 2019 – Benchmark #1**
 - Evaluate student content and skill needs and collect data on student needs (LMS?)
 - Evaluate student writing and writing expectations/rubric effectiveness.
 - Evaluate support lessons.
 - Survey of textbook so far: online survey
- **January 13, 2020**
 - How to use student work to guide instruction and learning (check in with LMS)
 - Teacher Share Out of Using data from Student work
 - Survey of textbook so far: online survey
- **March 23, 2020 – Benchmark #2 and/or #3**
 - Evaluate student content and skill needs and collect data on student needs (Illuminate?).
 - Evaluate student writing and writing expectations/rubric effectiveness.
 - Evaluate support lessons.
 - Survey of textbook so far: online survey

Hours/Cost: 2 hours per session x 3 sessions = 6 hours @ \$600/hour = \$3,600

Textbook, Framework, Benchmark Professional Development: 3-Day Summer Institute

- Pre-Survey to identify challenges in textbook implementation.
- Day One: Backwards planning with the new HSS textbooks & new Framework: looking at content, inquiry and perspective
 - Review content changes in new Framework.
 - Evaluating new textbooks for content according to new HSS Framework to identify what content support is needed.
 - Establishing inquiry questions with the new textbook to guide curriculum throughout the year. Align questions to framework. Create cascading questions (year-long, unit, lesson).
 - Develop curriculum map/pacing guide for questions/topics across the year.
 - Analyzing sources and evidence in the new textbook for multiple and varied perspectives and types of evidence and establishing support/resources where needed.
 - Ideally, each grade will be broken into four groups, one per quarter, to divide and conquer where possible.
- Days 2-3: New Assessment Development based on New Textbooks and New IQ's
 - Day Two: Content topic selection, evaluate current resources, skills checklist for content topic, vertical and horizontal topic/skill alignment
 - Day Three: Source selection, review writing questions, draft questions, peer review for Benchmarks

Hours/Cost: 6 hours x 3 days = 18 hours @ \$600/hour = 10,800

Project Period

August 1, 2019 to June 10, 2020

Cost

Total Hours/Cost

12 + 6 + 18 = 36 hours @ \$600/hour = \$21,600

Logistics

The History Project will develop and format all materials for each session. They will provide all materials in electronic format to the district office for copying and posting on the district portal. The district will reserve facilities for the sessions and ensure that technology (including wifi) is available and in working order. The district will manage recruitment and registrations for sessions and provide the History Project with copies of rosters of attendees.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 26, 2019
SUBJECT: **Approve Agreement for Special Contract Services with Valley Community Counseling Services (VCCS) to Provide Mental Health Services to Central Elementary School for the 2019-2020 School Year**

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

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

FUNDING: The total cost for Valley Community Counseling Services will not exceed \$12,240.00. This funding will be paid with District LCAP funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling Services (VCCS) to Provide Mental Health Services to Central Elementary School for the 2019-2020 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

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

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

- 2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 204 () [X] HOURS | | DAYS, under the terms of this agreement at the following location Central Elementary

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

- a. District shall pay \$50/60 per [X] HOUR | | DAY | | FLAT RATE, not to exceed a total of \$12,240. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
b. District | | SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
c. District shall make payment on a [X] MONTHLY PROGRESS BASIS | | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

- 4. The terms of the agreement shall commence on July 1, 2019, and shall terminate on June 30, 2020

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

[Handwritten Signature]
 Contractor Signature Title

Tracy Unified School District

IRS Identification Number

Date

Executive Director
 Title

Account Number to be Charged

6707 Embarcadero Dr.
 Address

Department/Site Approval

Stockton CA

Budget Approval

95219

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 26, 2019
SUBJECT: **Approve Agreement for Special Contract Services with Valley Community Counseling Services (VCCS) to Provide Mental Health Services to Jacobson Elementary School for the 2019-2020 School Year**

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

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

FUNDING: The total cost for Valley Community Counseling Services will not exceed \$12,240.00. This funding will be paid with District LCAP funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling Services (VCCS) to Provide Mental Health Services to Jacobson Elementary School for the 2019-2020 School Year.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

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

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 204 () | | HOURS | | DAYS, under the terms of this agreement at the following location Jacobson Elementary.

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

- a. District shall pay \$ 50/60 per | | HOUR | | DAY | | FLAT RATE, not to exceed a total of \$ 12,240.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

- b. District | | SHALL | | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.

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

4. The terms of the agreement shall commence on July 1, 2019, and shall terminate on June 30, 2020.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

[Signature]
Contractor Signature Title

Tracy Unified School District

IRS Identification Number
Executive Director

Date

Title
6707 Embarcadero Dr.

Account Number to be Charged

Address
Stockton CA

Department/Site Approval

95219

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 26, 2019
SUBJECT: **Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to George Kelly School for the 2019-2020 School Year**

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

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

FUNDING: The total cost for Valley Community Counseling Services will not exceed \$20,400.00. This funding will be paid with District LCAP funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to George Kelly School for the 2019-2020 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

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

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

- 2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 340 () | ✓ | HOURS | | DAYS, under the terms of this agreement at the following location George Kelly School.

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

- a. District shall pay \$ 50/60 per | ✓ | HOUR | | DAY | | FLAT RATE, not to exceed a total of \$ 20,400. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
b. District | | SHALL | ✓ | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
c. District shall make payment on a | ✓ | MONTHLY PROGRESS BASIS | | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

- 4. The terms of the agreement shall commence on July 1, 2019, and shall terminate on June 30, 2020.

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

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

Contractor agrees to hold harmless and to indemnify District for:

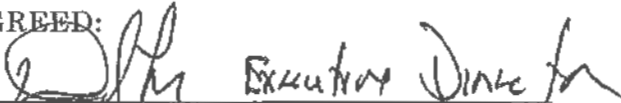
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:


Contractor Signature Title

Tracy Unified School District

IRS Identification Number

Executive Director

Date

Title

6707 Embarcadero Dr

Account Number to be Charged

Address

Stockton CA

Department/Site Approval

95219

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 26, 2019
SUBJECT: **Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to North School for the 2019-2020 School Year**

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

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

FUNDING: The total cost for Valley Community Counseling Services will not exceed \$12,240.00. This funding will be paid with District LCAP funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to North School for the 2019-2020 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

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

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

- 2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 204 () | ✓ | HOURS | | DAYS, under the terms of this agreement at the following location North Elementary.

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

- a. District shall pay \$ 50/60 per | ✓ | HOUR | | DAY | | FLAT RATE, not to exceed a total of \$ 12,240.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
b. District [] SHALL [✓ | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
c. District shall make payment on a | ✓ | MONTHLY PROGRESS BASIS | | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

- 4. The terms of the agreement shall commence on July 1, 2019, and shall terminate on June 30, 2020.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

[Signature] Executive Director
Contractor Signature Title

IRS Identification Number

Executive Director
Title

6707 Embarcadero Dr
Address

Stockton CA

95219

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 28, 2019
SUBJECT: **Approve Out of State Travel for Educational Services Staff to Attend the Houghton Mifflin Harcourt (HMH) Executive Leadership Council in Boston, MA, May 20-22, 2019**

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/HMH 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 a cross-section of education leaders from across the nation. The HMH Leadership team meets with the ELC multiple times in a year with two annual in-person summits on a variety of topics, all aimed at collectively improving student outcomes. The ELC is designed to cultivate stronger opportunities for collaboration and two-way dialogue on the most critical issues in K-12 education today that will help to shape the future of education. The group is meeting in HMH Boston offices in May, 2019.

RATIONALE: Through the District's partnership and work with ICLE/HMH, consultants from HMH have invited and requested that Dr. Sheila Harrison, Associate Superintendent of Educational Services be a member of the ELC and attend the Executive Leadership Council summit.

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 \$350.00 and will be paid by District Carryover Title I funds.

RECOMMENDATION: Approve Out of State Travel for Educational Services Staff to Attend the Houghton Mifflin Harcourt (HMH) Executive Leadership Council in Boston, MA, May 20-22, 2019.

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



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 20, 2019
SUBJECT: **Approve Agreement for Special Contract Services with Panorama Education, Inc. to Provide the Student Success Platform Software, Licensing, Implementation, Support and Training of School Staff at 13 Schools During the 2019-20 School Year**

BACKGROUND: Tracy Unified is currently building a multi-tiered system of support (MTSS) for Social and Emotional learning (SEL). During the 2017-18 school year, it expanded its use of the Second Step SEL core curriculum to all elementary schools, in order to teach students vital skills that serve as academic enablers to student success. Skills taught within this curriculum involve empathy, skills for learning, emotion regulation and problem solving. In the 2019-20 school year, the district is aiming to monitor the success of these efforts, as well as to better identify further interventions needed for students who continue to struggle with SEL deficits by implementing the Student Success Software to 13 elementary schools. Such will show base line scores of student SEL competencies prior to skill building instruction, as well as post lesson progress for each student who receives SEL core curriculum.

RATIONALE: An MTSS for Social and Emotional learning should include universal screeners for all students (SEL competencies) as well as ways to measure the outcome of the interventions provided. The student success platform software allows teachers to administer second step related competencies prior to teaching SEL topics to students, and then to re-administer the surveys after all lessons have been completed at the end of the year. Additionally, the software interfaces with aeries, so that teachers can easily identify which students have multiple problem areas that need targeted and/or intensive intervention (i.e. low competencies in SEL topics and chronic absenteeism, or low competencies in SEL topics and high behavioral problems). Additionally, this agenda aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost of licensing this software to 13 elementary schools for the 2019-20 school year is \$67,500.00. This will be funded through LCAP goal 2, action 3 funds, which targets extreme student behaviors in the general education school population.

RECOMMENDATION: Approve Agreement for Special Contract Services with Panorama Education, Inc. to Provide the Student Success Platform Software, Licensing, Implementation, Support and Training of School Staff at 13 Schools During the 2019-20 School Year

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

PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information

Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Tracy Unified School District	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Molly Long, Coordinator of Prevention Services	<i>Primary Contact:</i>	Gabi Zerbib
<i>Billing / Payment Address</i>	1875 W. Lowell Avenue	<i>Billing Address</i>	24 School Street, Fourth Floor
<i>City / State / Zip</i>	Tracy, CA 95376	<i>City / State / Zip</i>	Boston, MA 02108
<i>Email</i>	mlong@tusd.net	<i>Email</i>	gzerbib@panoramaed.com
<i>Phone</i>	(209) 830-3218 x 1365	<i>Phone</i>	(650) 285-0609

(1) Description of Services and (2) Fees

Description of Services	Fees	
Access to Panorama Student Success Platform and Support for 9,000 students (as defined in the Terms and Conditions) <ul style="list-style-type: none"> - Data integration - Social-emotional learning measures - Dashboards and reporting for teachers, student support staff, school administrators, district administrators, and other staff - Playbook resources for taking action Support throughout all phases of platform implementation: <ul style="list-style-type: none"> - Kickoff Meeting - Data Configuration - Integration and Customization - Preview and Account Creation - Training and Feedback Included Training Package <ul style="list-style-type: none"> - Virtual Platform Training for District Team - 2 In-Person Train the Trainer Sessions (2 representatives per school) - Access to Self-Guided Resources 	<i>Effective Date:</i>	<u>June 1, 2019</u>
	<i>Contract Term: (From Effective Date)</i>	<input checked="" type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years
	<i>Multi-year Discount:</i>	<input checked="" type="checkbox"/> n/a <input type="checkbox"/> 5% for 2 or 3 years
	<i>Annual License Fee, Support and Training: (Due on Effective Date for Year 1)</i>	\$67,500
	Total:	\$67,500

Other Terms and Conditions (if any)

Agreement

PANORAMA EDUCATION – SERVICE ORDER



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

Authorization

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

Client Signature:	Print Name, Title:	Date:
<i>Katie Mallett</i>	Katie Mallett, Finance	03/19/2019

BACKGROUND

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

1 RIGHT TO USE PLATFORM

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

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

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

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

2 OWNERSHIP; RESERVATION OF RIGHTS

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

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

2.3 Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to

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

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

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

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

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

3 FEES; PAYMENT TERMS

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

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

4 TERM, TERMINATION

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

4.2 Termination; Effect of Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days' notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of the Platform up to and including the last day on which the Platform is provided. Upon any termination of this Agreement for any reason, Panorama may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on the Platform or on Panorama's network. Upon termination of this Agreement, all rights granted hereunder and all obligations of Panorama to provide the Platform will

immediately terminate and Client will (a) cease use of the Platform; and (b) return or destroy all other copies or other embodiments of Panorama's Confidential Information.

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

5 CONFIDENTIALITY

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

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (c) this

Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

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

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

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

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

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS

SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

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

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

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

8 GENERAL

Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements,

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

TITLE	Tracy Unified 19-20 Panorama Contract
FILE NAME	Panorama Educatio...nts 3-19-2019.pdf
DOCUMENT ID	b0a82cbfadd04a7c2fab886da89d49c0279fe43b
STATUS	• Completed

Document History



SENT

03/19/2019
22:43:38 UTC

Sent for signature to Katie Mallett (kmallett@panoramaed.com) from gzerbib@panoramaed.com
IP: 157.131.221.204



VIEWED

03/19/2019
23:39:11 UTC

Viewed by Katie Mallett (kmallett@panoramaed.com)
IP: 72.74.158.5



SIGNED

03/19/2019
23:41:02 UTC

Signed by Katie Mallett (kmallett@panoramaed.com)
IP: 72.74.158.5



COMPLETED

03/19/2019
23:41:02 UTC

The document has been completed.

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Panorama Education will provide license, implementation support and training in their Student Success software program for the following school sites: Villalovoz Elementary, Bohn Elementary, Hirsch Elementary, Poet-Christian, Freiler, Jacobson Elementary, North, Kelly, SW Park Elementary, Hirsch Elementary, Central Elementary, McKinley Elementary, Williams Middle School and Monte Vista Middle School. (9,000 students)

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 365 () [] HOURS [✓] DAYS, under the terms of this agreement at the following location See Above.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$67,500.00 per [] HOUR [] DAY [✓] FLAT RATE, not to exceed a total of \$67,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [✓] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [✓] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2019, and shall terminate on June 30, 2020.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Katie Mallett 03/19/2019
Contractor Signature Title

IRS Identification Number Date
Finance
Title
24 school st. 4th floor
Address
Boston, MA 02108

Tracy Unified School District

Date

Account Number to be Charged





Department/Site Approval

Budget Approval

Date Approved by the Board

TITLE	Tracy Unified Contract - Theirs
FILE NAME	Panorama_Contract...19-20 - BLANK.pdf
DOCUMENT ID	5c98d3133e1d28c6a567c0791719e8860ddd65ef
STATUS	☑ Completed

Document History

 SENT	03/19/2019 23:44:49 UTC	Sent for signature to Katie Mallett (kmallett@panoramaed.com) from gzerbib@panoramaed.com IP: 157.131.221.204
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 SIGNED	03/19/2019 23:49:21 UTC	Signed by Katie Mallett (kmallett@panoramaed.com) IP: 72.74.158.5
 COMPLETED	03/19/2019 23:49:21 UTC	The document has been completed.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
February 7, 2019
SUBJECT: **Ratify Contract with Winsor Learning, Inc. for Training on Sunday System 1 and 2 for Special Education Teachers**

BACKGROUND: Board approval is requested to contract for training on the Sunday System 1 and 2 (curriculum to address reading difficulties) for Special Ed. Teachers. We would like to contract with Winsor Learning, Inc. for the training. Approval is necessary at this time to remain compliant with special education law which requires the district to offer a full continuum of supplementary aides and services to ensure students with disabilities make progress towards the general curriculum. These trainings were held in March of 2019.

RATIONALE: Districts must offer a continuum of services including, when necessary, reading interventions that address significant reading delays. 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 this contract include two full days of training by Winsor Learning, Inc. The total contract expenses will not exceed \$5,500.00. Special Education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Contract with Winsor Learning, Inc. for Training on Sunday System 1 and 2 for Special Education Teachers.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide 1 full day of training for Soday System 1 and 1 full day of training for Soday System 2 for up to 30 participants for each day.

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

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

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

- a. District shall pay \$ 5,500.00 per HOUR DAY FLAT RATE, not to exceed a total of \$ 5,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District SHALL SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
- c. District shall make payment on a MONTHLY PROGRESS BASIS SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 03/01/2019, and shall terminate on 3-31-19.

5. This agreement may be terminated at any time during the term by either party upon 10 (ten) 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, Christopher Crone, Sp.Ed. Dir at (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor WILL WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

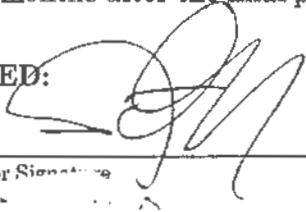
Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:  CEO

Contractor Signature Title

IRS Identification Number
Winsor Learning, Inc
Title
3001 Metro Drive, Suite 480
Address
Bloomington, MN 55425

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: March 27, 2019
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>
Newton, Alyssa Kindergarten	McKinley	5/24/19	Personal

BACKGROUND:

CERTIFICATED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Martin, Debby 2 nd Grade	North	6/1/19
Toback, Louise 3 rd Grade	Freiler	5/24/19
Wong, Valley Automotive Technology	Tracy High	5/24/19

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Ape, Michelle Special Education Para Educator I	Hirsch	03/29/19	Accepted another position in the district
Martin, Mona School Supervision Assistant	Kelly	03/29/19	Accepted SSA position at JES

Mello, Tyler Utility Person II	Stein	03/29/19	Personal
Vela-Telles, Anaiese Para Educator I	Poet	03/31/19	Accepted Attend. Clerk Position

BACKGROUND:

CLASSIFIED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Payan, Larry Custodian	DEC/ DSC/Adult School	04/09/19

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: March 28, 2019
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

CLASSIFIED

Ape, Michelle

Para Educator for Therapeutic Behavior
(Replacement)
DEC/Special Education District Wide
Range 31, Step C - \$19.47 per hour
6.5 hours per day
Funding: Special Education-Mental Health

Clark, Suzanne

Food Service Worker (Replacement)
Central Elementary School
Range 22, Step D - \$16.53 per hour
2.5 hours per day
Funding: Child Nutrition-School Program

Duenas, Linda

High School Library Technician
(Replacement)
Kimball High School
Range 31, Step A - \$17.73 per hour
25 hours per week/5 hours per day
Funding: State Lottery

Martin, Mona

School Supervision Assistant
(Replacement)
Jacobson Elementary School
Range 21, Step E - \$16.89 per hour
1 hour per day
Funding: General Fund

Vela-Telles, Anaiese

Elementary Attendance Clerk
(Replacement)
Poet Christian Elementary School
Range 28, Step E - \$19.91 per hour
8 hours per day
Funding: General Fund

Wichman, Rob
Food Service Warehouseman Delivery
Driver (Replacement)
DSC/Food Service Warehouse
Range 35, Step D - \$22.37 per hour
8 hours per day
Funding: Child Nutrition-School Program

Yahne, Marissa
Food Service Worker (New)
Art Freiler School
Range 22, Step C - \$15.77 per hour
1.5 hours per day
Funding: Child Nutrition-School Program

Ying, Mei Hsin
Special Education Para Educator I (New)
Hirsch Elementary School
Range 24, Step A - \$15.07 per hour
4 hours per day
Funding: Special Education

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL**

Quintana, Jaime
Director of Facilities and Planning
(Replacement)
DEC/Facilities
Range LME 58, Step C - \$604.06 per day
8 hours per day
Funding: General Fund

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

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



ADMINISTRATIVE & BUSINESS SERVICES MEMORANDUM

TO: Board of Education
FROM: Brian R. Stephens, Superintendent
DATE: March 27, 2019
SUBJECT: Adopt Board Bylaws to Be Compliant with CSBA Guidelines (Second Reading)

BACKGROUND: Some of the Tracy Unified School District board bylaws have not been updated for several years. In that time, compliance and other requirements have changed and are not reflected in the current bylaws.

RATIONALE:

The attached board bylaws required minor changes to match CSBA guidelines or are new and we are adopting them as part of our bylaws.

BB 9000 ROLE OF BOARD	UPDATE	
BB 9000A JUDICIAL AND APPEALS	DELETE	Contained in 9000
BB 9005 GOVERNANCE STANDARDS	NEW	
BB 9010 AUTHORITY LIMITS	DELETE	Replaced by CSBA 9200
BB 9011 CONFIDENTIAL PRIVILEGED INFO	NEW	
BB 9012 ELECTRONIC COMMUNICATION	NEW	
BB 9020 PUBLIC STATEMENTS	DELETE	Replaced by CSBA 9010
BB 9100 ORGANIZATION	NEW	
BB 9110 NUMBER AND TERMS	UPDATE	
BB 9120 OFFICERS	DELETE	Replaced by CSBA 9100
BB 9200 BOARD MEMBER AUTHORITY	UPDATE	Replaces TUSD former 9010

FUNDING: Not Applicable.

RECOMMENDATION: Adopt Board Bylaws to Be Compliant with CSBA Guidelines (Second Reading).

Prepared by: Brian R. Stephens, Ed.D., Superintendent.

Role of the Board

The Governing Board has been elected by the community to provide leadership and citizen oversight of the district. The Board shall ensure that the district is responsive to the values, beliefs, and priorities of the community.

The Board shall work with the Superintendent to fulfill its major responsibilities, which include:

1. Setting the direction for the district through a process that involves the community, parents/guardians, students, and staff and is focused on student learning and achievement

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0200 - Goals for the School District)

2. Establishing an effective and efficient organizational structure for the district by:

a. Employing the Superintendent and setting policy for hiring of other personnel

(cf. 2110 - Superintendent Responsibilities and Duties)

(cf. 2120 - Superintendent Recruitment and Selection)

(cf. 2121 - Superintendent's Contract)

(cf. 4000 - Concepts and Roles)

(cf. 4111/4211/4311 - Recruitment and Selection)

b. Overseeing the development and adoption of policies

(cf. 9310 - Board Policies)

c. Establishing academic expectations and adopting the curriculum and instructional materials

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

d. Establishing budget priorities and adopting the budget

(cf. 3000 - Concepts and Roles)

(cf. 3100 - Budget)

(cf. 3312 - Contracts)

TUSD Adopted: 12.12.00

TUSD Revised: 00.00.19

e. Providing safe, adequate facilities that support the district's instructional program

- (cf. 3517 - Facilities Inspection)
- (cf. 7110 - Facilities Master Plan)
- (cf. 7150 - Site Selection and Development)
- (cf. 7210 - Facilities Financing)

f. Setting parameters for negotiations with employee organizations and ratifying collective bargaining agreements

- (cf. 4141/4241 - Collective Bargaining Agreement)
- (cf. 4143/4243 - Negotiations/Consultation)

3. Providing support to the Superintendent and staff as they carry out the Board's direction by:

a. Establishing and adhering to standards of responsible governance

- (cf. 9005 - Governance Standards)
- (cf. 9011 - Disclosure of Confidential/Privileged Information)
- (cf. 9200 - Limits of Board Member Authority)
- (cf. 9270 - Conflict of Interest)

b. Making decisions and providing resources that support district priorities and goals

c. Upholding Board policies

d. Being knowledgeable about district programs and efforts in order to serve as effective spokespersons

- (cf. 9240 - Board Training)
- (cf. 9400 - Board Self-Evaluation)

4. Ensuring accountability to the public for the performance of the district's schools by:

a. Evaluating the Superintendent and setting policy for the evaluation of other personnel

- (cf. 2140- Evaluation of the Superintendent)
- (cf. 4115 - Evaluation/Supervision)
- (cf. 4215 - Evaluation/Supervision)
- (cf. 4315 - Evaluation/Supervision)

b. Monitoring and evaluating the effectiveness of policies

c. Serving as a judicial (hearing) and appeals body in accordance with law, Board policies, and negotiated agreements

- (cf. 1312.1 - Complaints Concerning District Employees)
- (cf. 1312.2 - Complaints Concerning Instructional Materials)
- (cf. 1312.3 - Uniform Complaint Procedures)
- (cf. 1312.4 - Williams Uniform Complaint Procedures)
- (cf. 4030 - Nondiscrimination in Employment)
- (cf. 4117.3 - Personnel Reduction)
- (cf. 4118 - Dismissal/Suspension/Disciplinary Action)
- (cf. 4144/4244/4344 - Complaints)
- (cf. 4218 - Dismissal/Suspension/Disciplinary Action)
- (cf. 5116.1 - Intradistrict Open Enrollment)
- (cf. 5117 - Interdistrict Attendance)
- (cf. 5119 - Students Expelled from Other Districts)
- (cf. 5125.3 - Challenging Student Records)
- (cf. 5144.1 - Suspension and Expulsion/Due Process)
- (cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)
- (cf. 6164.6 - Identification and Education Under Section 504)

d. Monitoring student achievement and program effectiveness and requiring program changes as necessary

- (cf. 0500 - Accountability)
- (cf. 6162.5 - Student Assessment)
- (cf. 6162.51 - State Academic Achievement Tests)
- (cf. 6190 - Evaluation of the Instructional Program)

e. Monitoring and adjusting district finances

- (cf. 3460 - Financial Reports and Accountability)

f. Monitoring the collective bargaining process

5. Providing community leadership and advocacy on behalf of students, the district's educational program, and public education in order to build support within the local community and at the state and national levels

- (cf. 0510 - School Accountability Report Card)
- (cf. 1100 - Communication with the Public)
- (cf. 1112 - Media Relations)
- (cf. 1160 - Political Processes)
- (cf. 1400 - Relations between Other Governmental Agencies and the Schools)
- (cf. 1700 - Relations between Private Industry and the Schools)
- (cf. 9010 - Public Statements)

The Board is authorized to establish and finance any program or activity that is not in conflict with, inconsistent with, or preempted by law. (Education Code 35160)

Legal Reference:

EDUCATION CODE

5304 Duties of governing board (re school district elections)

12400-12405 Authority to participate in federal programs

17565-17592 Board duties re property maintenance and control

33319.5 Implementation of authority of local agencies

35000 District name

35010 Control of district; prescription and enforcement of rules

35020-35046 Officers and agents

35100-35351 Governing boards, especially:

35160-35185 Powers and duties

35291 Rules

Management Resources:

CSBA PUBLICATIONS

Professional Governance Standards, November 2000

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

The Key Work of School Boards, 2000

WEB SITES

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

National School Boards Association: <http://www.nsba.org>

Governance Standards

The Governing Board believes that its primary responsibility is to act in the best interests of every student in the district. The Board also has major commitments to parents/guardians, all members of the community, employees, the state of California, laws pertaining to public education, and established policies of the district. To maximize Board effectiveness and public confidence in district governance, Board members are expected to govern responsibly and hold themselves to the highest standards of ethical conduct.

(cf. 9000 - Role of the Board)

(cf. 9270 - Conflict of Interest)

The Board expects its members to work with each other and the Superintendent to ensure that a high-quality education is provided to each student. Each individual Board member shall:

1. Keep learning and achievement for all students as the primary focus
2. Value, support and advocate for public education
(cf. 9010 - Public Statements)
3. Recognize and respect differences of perspective and style on the Board and among staff, students, parents and the community
4. Act with dignity, and understand the implications of demeanor and behavior
5. Keep confidential matters confidential
(cf. 9011 - Disclosure of Confidential/Privileged Information)
6. Participate in professional development and commit the time and energy necessary to be an informed and effective leader
(cf. 9240 - Board Training)
7. Understand the distinctions between Board and staff roles, and refrain from performing management functions that are the responsibility of the Superintendent and staff
(cf. 2110 - Superintendent Responsibilities and Duties)
8. Understand that authority rests with the Board as a whole and not with individuals
(cf. 9200 - Limits of Board Member Authority)

Board members also shall assume collective responsibility for building unity and creating a positive organizational culture. To operate effectively, the Board shall have a unity of purpose and:

1. Keep the district focused on learning and achievement for all students

2. Communicate a common vision
(cf. 0000 - Vision)
(cf. 0100 - Philosophy)
(cf. 0200 - Goals for the School District)
3. Operate openly, with trust and integrity
4. Govern in a dignified and professional manner, treating everyone with civility and respect
5. Govern within Board-adopted policies and procedures
(cf. 9310 - Board Policies)
6. Take collective responsibility for the Board's performance
7. Periodically evaluate its own effectiveness
(cf. 9400 - Board Self-Evaluation)
8. Ensure opportunities for the diverse range of views in the community to inform Board deliberations

(cf. 1220 - Citizen Advisory Committees)

(cf. 9323 - Meeting Conduct)

Legal Reference:

EDUCATION CODE

35010 Power of governing board to adopt rules for its own governance

35160 Board authority to act in any manner not conflicting with law

35164 Actions by majority vote

GOVERNMENT CODE

1090 Financial interest in contract

1098 Disclosure of confidential information

1125-1129 Incompatible activities

54950-54963 The Ralph M. Brown Act

87300-87313 Conflict of interest code

Management Resources:

CSBA PUBLICATIONS

CSBA Professional Governance Standards, 2000

WEB SITES

CSBA: [http:// www.csba.org](http://www.csba.org)

Disclosure of Confidential/Privileged Information

The Governing Board recognizes the importance of maintaining the confidentiality of information acquired as part of a Board member's official duties. Confidential/privileged information shall be released only to the extent authorized by law.

(cf. 9000 - Role of the Board)
 (cf. 9005 - Governance Standards)
 (cf. 9010 - Public Statements)

Disclosure of Closed Session Information

A Board member shall not disclose confidential information acquired during a closed session to a person not entitled to receive such information, unless a majority of the Board has authorized its disclosure. (Government Code 54963)

Confidential information means a communication made in a closed session that is specifically related to the basis for the Board to meet lawfully in closed session. (Government Code 54963)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
 (cf. 9321 - Closed Session Purposes and Agendas)
 (cf. 9321.1 - Closed Session Actions and Reports)

The Board shall not take any action against any person for disclosing confidential information, nor shall the disclosure be considered a violation of the law or Board policy, when the person is: (Government Code 54963)

1. Making a confidential inquiry or complaint to a district attorney or grand jury concerning a perceived violation of law, including disclosing facts necessary to establish the illegality or potential illegality of a Board action that has been the subject of deliberation during a closed session
2. Expressing an opinion concerning the propriety or legality of Board action in closed session, including disclosure of the nature and extent of the illegal or potentially illegal action
3. Disclosing information that is not confidential

Other Disclosures

A Board member shall not disclose, for pecuniary gain, confidential information acquired in the course of his/her official duties. Confidential information includes information that is not a public record subject to disclosure under the Public Records Act, information that by law may not be disclosed, or information that may have a material financial effect on the Board member. (Government Code 1098)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 5125 - Student Records)

Disclosures excepted from this prohibition are those made to law enforcement officials or to the joint legislative audit committee when reporting on improper governmental activities.
(Government Code 1098)

Legal Reference:

EDUCATION CODE

35010 Power of governing board to adopt rules for its own governance

35146 Closed session

EVIDENCE CODE

1040 Privilege for official information

GOVERNMENT CODE

1098 Public officials and employees re confidential information

3549.1 Meeting and negotiating in public educational employment

6250-6270 Inspection of public records

54950-54963 Brown Act, especially:

54956.8 Open meeting laws

54956.9 Closed meeting for pending litigation

54957 Closed session; "employee" defined; exclusion of witnesses

54957.1 Subsequent public report and rollcall vote; employee matters in closed session

54957.5 Public records

54957.6 Closed session: representatives with employee organization

54957.7 Reasons for closed session

54963 Confidential information in closed session

ATTORNEY GENERAL OPINIONS

80 Ops.Cal.Atty.Gen. 231 (1997)

Management Resources:

CSBA PUBLICATIONS

Professional Governance Standards, November 2000

WEB SITES

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

Board Member Electronic Communications

The Governing Board recognizes that electronic communication is an efficient and convenient way for Board members to communicate and expedite the exchange of information within the district and with members of the public. Board members shall exercise caution so as to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendaized Board meeting nor to circumvent the public's right to access records regarding district business.

(cf. 1100 - Communication with the Public)

(cf. 9000 - Role of the Board)

(cf. 9322 - Agenda/Meeting Materials)

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

(cf. 9320 - Meetings and Notices)

Examples of permissible electronic communications concerning district business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

In addition, Board members may use electronic communications to discuss matters that do not pertain to district business, regardless of the number of Board members participating in the discussion.

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that his/her response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate district process. As appropriate, communication received from the media shall be forwarded to the designated district spokesperson.

(cf. 1112 - Media Relations)

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 3320 - Claims and Actions Against the District)

(cf. 9005 - Governance Standards)
(cf. 9121 - President)
(cf. 9200 - Limits of Board Member Authority)

To the extent possible, electronic communications regarding any district-related business shall be transmitted through a district-provided device or account. When any such communication is transmitted through a Board member's personal device or account, he/she shall copy the communication to a district electronic storage device for easy retrieval.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE

35140 Time and place of meetings
35145 Public meetings
35145.5 Agenda; public participation; regulations
35147 Open meeting law exceptions and applications

GOVERNMENT CODE

6250-6270 California Public Records Act
11135 State programs and activities, discrimination
54950-54963 The Ralph M. Brown Act, especially:
54952.2 Meeting, defined
54953 Meetings to be open and public; attendance
54954.2 Agenda posting requirements, board actions

COURT DECISIONS

City of San Jose v. Superior Court (2017) 2 Cal.5th 608

Management Resources:

CSBA PUBLICATIONS

Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017
The Brown Act: School Boards and Open Meeting Laws, rev. 2014

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, 2003

WEB SITES

CSBA: <http://www.csba.org>
CSBA, Agenda Online:
<http://www.csba.org/ProductsAndServices/AllServices/AgendaOnline.aspx>
California Attorney General's Office: <http://oag.ca.gov>

Public Statements

The Governing Board recognizes the responsibility of Board members in their role as community leaders to participate in public discourse on matters of civic or community interest, including those involving the district, and their right to freely express their personal views. However, to ensure communication of a consistent, unified message regarding district issues, Board members are expected to respect the authority of the Board to choose its representatives to communicate its positions and to abide by established protocols.

All public statements authorized to be made on behalf of the Board shall be made by the Board president or, if appropriate, by the Superintendent or other designated representative.

(cf. 2110 - Superintendent Responsibilities and Duties)
(cf. 9121 - President)
(cf. 9200 - Limits of Board Member Authority)

When speaking for the district, the Board encourages its spokespersons to exercise restraint and tact and to communicate the message in a manner that promotes public confidence in the Board's leadership.

Board spokespersons shall not disclose confidential information or information received in closed session except when authorized by a majority of the Board. (Government Code 54963)

(cf. 9005 - Governance Standards)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

When speaking to community groups, members of the public, or the media, individual Board members should recognize that their statements may be perceived as reflecting the views and positions of the Board. Board members have a responsibility to identify personal viewpoints as such and not as the viewpoint of the Board.

(cf. 1100 - Communication with the Public)
(cf. 1112 - Media Relations)

In addition, the Board encourages members who participate on social networking sites, blogs, or other discussion or informational sites to conduct themselves in a respectful, courteous, and professional manner and to model good behavior for district students and the community. Such electronic communications are subject to the same standards and protocols established for other forms of communication, and the disclosure requirements of the California Public Records Act may likewise apply to them.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 1340 - Access to District Records)

(cf. 9012 - Board Member Electronic Communications)

Legal Reference:

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

GOVERNMENT CODE

6250-6270 California Public Records Act

54960 Actions to stop or prevent violation of meeting provisions

54963 Confidential information in closed session

Management Resources:

WEB SITES

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

Organization

Each year, the Governing Board shall hold an annual organizational meeting. In any year in which a regular election of district Board members is conducted, the organizational meeting shall be held within a 15-day period beginning from the date upon which a Board member elected at that election takes office. During non-election years, the meeting shall be held within the same 15-day period on the calendar. (Education Code 35143)

The day and time of the annual meeting shall be selected by the Board at its regular meeting held immediately prior to the first day of the 15-day period. On behalf of the Board, the Superintendent shall notify the County Superintendent of Schools of the day and time selected. Within 15 days prior to the date of the annual meeting, the clerk of the Board, with the assistance of the Superintendent, shall notify in writing all Board members and members-elect of the date and time selected for the meeting. (Education Code 35143)

At this meeting the Board shall:

1. Elect a president, a vice-president and a clerk from its members
2. Appoint the Superintendent as secretary to the Board
3. Authorize signatures
4. Approve a schedule of regular meetings for the year and a Board governance calendar stating the time when the Board will address important governance matters
5. Designate Board representatives to serve on committees or commissions of the district, other public agencies, or organizations with which the district partners or collaborates

(cf. 9140 - Board Representatives)

6. Review and/or consider resources that define and clarify the Board's governance and leadership roles and responsibilities including, but not limited to, governance standards, meeting protocols, Board rules and bylaws, and other Board development materials

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9230 - Orientation)

(cf. 9240 - Board Training)

(cf. 9320 - Meetings and Notices)

(cf. 9323 - Meeting Conduct)

Election of Officers

The Board shall each year elect its entire slate of officers.

No Board member shall serve more than 2 consecutive year(s) in the same office.

(cf. 9224 - Oath or Affirmation)

The election of Board officers shall be conducted during an open session of the annual organizational meeting.

Legal Reference:

EDUCATION CODE

5017 Term of office

35143 Annual organizational meeting date, and notice

35145 Public meetings

GOVERNMENT CODE

54953 Meetings to be open and public; attendance

ATTORNEY GENERAL OPINIONS

68 Ops.Cal.Atty.Gen. 65 (1985)

59 Ops.Cal.Atty.Gen. 619, 621-622 (1976)

Terms of Office

The Governing Board shall consist of 7 members whose terms shall be staggered so that as nearly as practicable, one half of the members shall be elected in each year in which the Board's elections are regularly held. (Education Code 35012)

(cf. 9220 - Governing Board Elections)

The term of office for Board members elected in regular elections shall be four years, commencing on the second Friday in December following their election. (Education Code 5017)

(cf. 9223 - Filling Vacancies)

(cf. 9224 - Oath or Affirmation)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

Board members whose terms have expired shall continue to discharge the duties of office until their successors have qualified by taking the oath of office. (Education Code 5017; Government Code 1302, 1360)

If a regularly scheduled Board election date is changed due to consolidation with a statewide or municipal general election, the term of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

Legal Reference:

EDUCATION CODE

5000-5033 Election of school district board members

35010 Control of district

35012 Board members; number, election and terms

35107 Eligibility

ELECTIONS CODE

1302 Local elections, school district election

10400-10418 Consolidation of elections

14050-14057 California Voter Participation Rights Act

GOVERNMENT CODE

1302 Continuance in office until qualification of successor

1303 Exercising functions of office without having qualified

1360 Necessity of taking constitutional oath

Management Resources:

WEB SITES

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

Limits of Board Member Authority

The Governing Board recognizes that the Board is the unit of authority over the district and that a Board member has no individual authority. Board members shall hold the education of students above any partisan principle, group interest, or personal interest.

(cf. 1160 - Political Processes)
 (cf. 9000 - Role of the Board)
 (cf. 9005 - Governance Standards)
 (cf. 9270 - Conflict of Interest)
 (cf. 9323 - Meeting Conduct)

Unless agreed to by the Board as a whole, individual members of the Board shall not exercise any administrative responsibility with respect to the schools or command the services of any school employee. Individual Board members shall submit requests for information to the Superintendent. Board members shall refer Board-related correspondence to the Superintendent for forwarding to the Board or for placement on the Board's agenda, as appropriate.

(cf. 1340 - Access to District Records)
 (cf. 4112.6/4212.6/4312.6 - Personnel Files)
 (cf. 9011 - Disclosure of Confidential/Privileged Information)
 (cf. 9322 - Agenda/Meeting Materials)

Individual Board members do not have the authority to resolve complaints. Any Board member approached directly by a person with a complaint should refer the complainant to the Superintendent or designee so that the problem may receive proper consideration and be handled through the appropriate district process.

(cf. 1312.1 - Complaints Concerning District Employees)
 (cf. 1312.2 - Complaints Concerning Instructional Materials)
 (cf. 1312.3 - Uniform Complaint Procedures)
 (cf. 1312.4 - Williams Uniform Complaint Procedures)
 (cf. 3320 - Claims and Actions Against the District)
 (cf. 4030 - Nondiscrimination in Employment)
 (cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

A Board member whose child is attending a district school should be aware of his/her role as a Board member when interacting with district employees about his/her child. Because his/her position as a Board member may inhibit the performance of school personnel, the Board member should inform the Superintendent or designee before volunteering in his/her child's classroom.

(cf. 1240 - Volunteer Assistance)

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

The Superintendent or designee shall provide a copy of the state's open meeting laws (Brown Act) to each Board member and to anyone who is elected to the Board but has not yet assumed office.

Board members and persons elected to the Board who have not yet assumed office are responsible for complying with the requirements of the Brown Act. (Government Code 54952.1)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

7054 Use of district property

35010 Control of district: prescription and enforcement of rules

35100-35351 Governing boards, especially:

35160-35184 Powers and duties

35291 Rules

35292 Visits to schools (Board members)

51101 Rights of parents/guardians

GOVERNMENT CODE

54950-54962 The Ralph M. Brown Act, especially:

54952.1 Member of a legislative body of a local agency

54952.7 Copies of chapter to members of legislative body

Management Resources:

CSBA PUBLICATIONS

CSBA Professional Governance Standards, 2000

WEB SITES

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



ADMINISTRATIVE & BUSINESS SERVICES MEMORANDUM

TO: Board of Education
FROM: Brian R. Stephens, Superintendent
DATE: March 27, 2019
SUBJECT: Adopt Board Bylaws to Be Compliant with CSBA Guidelines (First Reading)

BACKGROUND: Some of the Tracy Unified School District board bylaws have not been updated for several years. In that time, compliance and other requirements have changed and are not reflected in the current bylaws.

RATIONALE:

The attached board bylaws required minor changes to match CSBA guidelines or are new and we are adopting them as part of our bylaws.

BB 9121 OFFICERS PRES	UPDATE	Replaced with CSBA 9121
BB 9122 OFFICERS VP	DELETE	Included in 9121
BB 9123 OFFICERS SECRETARY	DELETE	Replaced with CSBA 9122
BB 9124 OFFICERS CLERK	DELETE	Replaced with CSBA 9123
BB 9125 ATTORNEY	DELETE	
BB 9130 COMMITTEES	UPDATE	Replaced with CSBA 9130
BB 9131 COMMITTEES WHOLE	DELETE	
BB 9133 COMMITTEES ORGANIZATION	DELETE	
BB 9140 BOARD REPRESENTATIVES	NEW	
BB 9141 NEGOTIATIONS REP	DELETE	
BB 9142 REPS TO OTHER ORGANIZATIONS	DELETE	Replaced with CSBA 9140

FUNDING: Not Applicable.

RECOMMENDATION: Adopt Board Bylaws to Be Compliant with CSBA Guidelines (First Reading).

Prepared by: Brian R. Stephens, Ed.D., Superintendent.

President

The Governing Board shall elect a president from among its members to provide leadership on behalf of the governance team and the educational community it serves.

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9100 - Organization)

To ensure that Board meetings are conducted in an efficient, transparent, and orderly manner, the president shall:

1. Call such meetings of the Board as he/she may deem necessary, giving notice as required by law

(cf. 9320 - Meetings and Notices)
(cf. 9321 - Closed Session Purposes and Agendas)

2. Consult with the Superintendent or designee on the preparation of Board meeting agendas

(cf. 9322 - Agenda/Meeting Materials)

3. Call the meeting to order at the appointed time and preside over the meeting

4. Announce the business to come before the Board in its proper order

5. Enforce the Board's bylaws related to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act

6. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference

7. Facilitate the Board's effective deliberation, ensuring that each Board member has an opportunity to participate in the deliberation and that the discussion remains focused

8. Rule on issues of parliamentary procedure

9. Put motions to a vote, and clearly state the results of the vote

(cf. 9323 - Meeting Conduct)

The president shall have the same rights as other members of the Board, including the right to discuss and vote on all matters before the Board.

The president shall perform other duties in accordance with law and Board policy including,

but not limited to:

1. Signing all instruments, acts, orders, and resolutions necessary to comply with legal requirements and carry out the will of the Board
2. Working with the Superintendent or designee to ensure that Board members have necessary materials and information
3. Subject to Board approval, appointing and dissolving all committees

(cf. 9130 - Board Committees)

4. In conjunction with the Superintendent or designee, representing the district as the Board's spokesperson in communications with the media

(cf. 1112 - Media Relations)

5. Leading the Board's advocacy efforts to build support within the local community and at the state and national levels

The president may participate in the California School Boards Association's Board President's Workshop and other professional development opportunities to enhance his/her leadership skills.

(cf. 9240 - Board Training)

When the president resigns or is absent, the vice president shall perform the president's duties. When both the president and vice president are absent, the clerk shall perform the president's duties.

(cf. 9123 - Clerk)

Legal Reference:

EDUCATION CODE

35022 President of the board

35143 Annual organizational meetings; dates and notice

GOVERNMENT CODE

54950-54963 Ralph M. Brown Act

Management Resources:

CSBA PUBLICATIONS

Call to Order: A Blueprint for Great Board Meetings, 2015

Board Presidents' Handbook, revised 2002

CSBA Professional Governance Standards, 2000

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

President

The Governing Board shall elect a president from among its members to provide leadership on behalf of the governance team and the educational community it serves.

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9100 - Organization)

To ensure that Board meetings are conducted in an efficient, transparent, and orderly manner, the president shall:

1. Call such meetings of the Board as he/she may deem necessary, giving notice as required by law

(cf. 9320 - Meetings and Notices)
(cf. 9321 - Closed Session Purposes and Agendas)

2. Consult with the Superintendent or designee on the preparation of Board meeting agendas

(cf. 9322 - Agenda/Meeting Materials)

3. Call the meeting to order at the appointed time and preside over the meeting

4. Announce the business to come before the Board in its proper order

5. Enforce the Board's bylaws related to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act

6. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference

7. Facilitate the Board's effective deliberation, ensuring that each Board member has an opportunity to participate in the deliberation and that the discussion remains focused

8. Rule on issues of parliamentary procedure

9. Put motions to a vote, and clearly state the results of the vote

(cf. 9323 - Meeting Conduct)

The president shall have the same rights as other members of the Board, including the right to discuss and vote on all matters before the Board.

The president shall perform other duties in accordance with law and Board policy including,

but not limited to:

1. Signing all instruments, acts, orders, and resolutions necessary to comply with legal requirements and carry out the will of the Board
2. Working with the Superintendent or designee to ensure that Board members have necessary materials and information
3. Subject to Board approval, appointing and dissolving all committees

(cf. 9130 - Board Committees)

4. In conjunction with the Superintendent or designee, representing the district as the Board's spokesperson in communications with the media

(cf. 1112 - Media Relations)

5. Leading the Board's advocacy efforts to build support within the local community and at the state and national levels

The president may participate in the California School Boards Association's Board President's Workshop and other professional development opportunities to enhance his/her leadership skills.

(cf. 9240 - Board Training)

When the president resigns or is absent, the vice president shall perform the president's duties. When both the president and vice president are absent, the clerk shall perform the president's duties.

(cf. 9123 - Clerk)

Legal Reference:

EDUCATION CODE

35022 President of the board

35143 Annual organizational meetings; dates and notice

GOVERNMENT CODE

54950-54963 Ralph M. Brown Act

Management Resources:

CSBA PUBLICATIONS

Call to Order: A Blueprint for Great Board Meetings, 2015

Board Presidents' Handbook, revised 2002

CSBA Professional Governance Standards, 2000

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

Secretary

The Governing Board shall appoint the Superintendent to serve as secretary to the Board. The secretary to the Board shall be responsible for maintaining an accurate and complete record of all Board proceedings and shall:

1. Prepare, distribute and maintain the Board agenda
(cf. 9322 - Agenda/Meeting Materials)
2. Record, distribute and maintain the Board minutes
(cf. 9324 - Minutes and Recordings)
3. Maintain Board records and documents
4. Conduct official correspondence for the Board
5. As directed by the Board, sign and execute official papers
6. Perform other duties as assigned by the Board
(cf. 2111 - Superintendent Governance Standards)

Legal Reference:

EDUCATION CODE

35025 Secretary and bookkeeper

35143 Annual organizational meetings; dates and notice

35250 Duty to keep certain records and reports

GOVERNMENT CODE

54950-54963 Ralph M. Brown Act

Management Resources:

CSBA PUBLICATIONS

CSBA Professional Governance Standards, 2000

WEB SITES

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

Clerk

The Governing Board shall elect a clerk from its own membership at the annual organizational meeting. (Education Code 35143)

(cf. 9100 - Organization)

The duties of the clerk shall be to:

1. Certify or attest to actions taken by the Board when required
2. Maintain such other records or reports as required by law
3. Sign documents on behalf of the district as directed by the Board

***Note: Districts without a vice president should modify the following paragraph accordingly. ***

4. Serve as presiding officer in the absence of the president and vice president

(cf. 9121 - President)

5. Notify Board members and members-elect of the date and time for the annual organizational meeting
6. Perform any other duties assigned by the Board

Legal Reference:

EDUCATION CODE

- 17593 Repair and supervision of property (duty of district clerk)
- 35038 Appointment of clerk by county superintendent of schools
- 35039 Dismissal of clerk
- 35121 Appointment of clerk in certain city and high school districts
- 35143 Annual organizational meetings
- 35250 Duty to keep certain records and reports
- 38113 Duty of clerk (re provision of school supplies)

GOVERNMENT CODE

- 54950-54963 Ralph M. Brown Act

Management Resources:

CSBA PUBLICATIONS

- CSBA Professional Governance Standards, 2000

WEB SITES

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

Committees

The Governing Board may establish a committee whenever it determines that such a committee would benefit the district by providing diverse viewpoints, specialized knowledge or expertise, or increased efficiency. Such committees may be subcommittees of the Board or committees that include members of the community, staff, or other stakeholder groups.

(cf. 1220 - Citizen Advisory Committees)
(cf. 2230 - Representative and Deliberative Groups)
(cf. 9140 - Board Representatives)

Upon establishing a committee, the Board shall clearly define the committee's purpose, any timeline for completion of assigned responsibilities, any stakeholder groups or individuals to be represented on the committee, length of time that committee members are expected to serve, and expectations for reporting to the Board and/or the Superintendent or designee. Unless specifically authorized by the Board to act on its behalf, the committee shall act in an advisory capacity.

Except for subcommittees of the Board, committee members shall, as appropriate, be recommended by the Superintendent or designee and appointed by the Board president, subject to Board approval.

(cf. 9121 - President)

The Superintendent or designee shall provide committee members with information and assistance necessary for the fulfillment of the committee's charges, and may serve as a non-voting advisor to the committee at the discretion of the Board.

Whenever so charged, committees may actively seek input and participation by parents/guardians, staff, community, and students and may consult with local public boards and agencies.

Any committee not required by law may be dissolved when its duties or term has been completed or whenever the Board deems necessary.

Committee Meetings

Unless otherwise exempted by law, Board-created committees shall provide public notice of their meetings and conduct meetings in accordance with Government Code 54950-54963 (the Brown Act).

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

However, Board subcommittees composed solely of less than a quorum of the members of the Board are not subject to open meeting laws unless they are standing committees. Standing committees of the Board, irrespective of membership, are those that have a continuing subject matter jurisdiction or a meeting schedule established by action of the Board. (Government Code 54952)

Standing committees with a continuing subject matter jurisdiction include, but are not limited to, those responsible for providing advice on budgets, audits, Board policy, contracts, and personnel matters at the Board's request.

- (cf. 3100 - Budget)
- (cf. 3430 - Investing)
- (cf. 9310 - Board Policies)

When a majority of the members of the Board attend an open and noticed meeting of a standing committee, the Board members who are not members of the standing committee shall attend only as observers. (Government Code 54952.2)

Whenever any advisory or standing committee, including a committee not otherwise subject to the Brown Act, posts a meeting agenda at least 72 hours in advance of the meeting, that meeting shall be considered as a regular meeting of the Board for purposes of the Brown Act and therefore must be held within district boundaries unless otherwise authorized by law. (Government Code 54954)

Committees may meet in a closed session during a regular or special meeting only for those purposes specifically authorized by law for closed sessions held by the Board.

- (cf. 9321 - Closed Session Purposes and Agendas)

Legal Reference:

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

35024 Executive committee

35160 Authority of governing boards

35160.1 Broad authority of school districts

GOVERNMENT CODE

54950-54963 The Brown Act, especially:

54952 Legislative body, definition

54952.2 Definition of meeting

54954 Time and place of regular meetings; special meetings; emergencies

54954.3 Opportunity for public to address legislative body

54957 Closed session purposes

COURT DECISIONS

Frazer v. Dixon Unified School District, (1993) 18 Cal.App.4th 781

ATTORNEY GENERAL OPINIONS

81 Ops.Cal.Atty.Gen. 156 (1998)

80 Ops.Cal.Atty.Gen. 308 (1997)

79 Ops.Cal.Atty.Gen. 69 (1996)

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, 2014

WEB SITES

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

National School Boards Association: <http://www.nsba.org>

Board Representatives

The Governing Board recognizes that effective performance of its community leadership responsibilities may require its participation in district or community committees on matters of concern to the district and its students. As needed, the Board may appoint any of its members to serve as its representative on a district committee or on a committee of another public agency or organization of which the Board or district is a member or to which the Board is invited to participate.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 1700 - Relations Between Private Industry and the Schools)

(cf. 9000 - Role of the Board)

(cf. 9130 - Board Committees)

(cf. 9270 - Conflict of Interest)

(cf. 9320 - Meetings and Notices)

When making such appointments, the Board shall clearly specify the authority and responsibilities of the representative(s), including, but not limited to, reporting back to the Board regarding committee activities and/or actions. Board representatives shall not exercise the authority of the Board without prior Board approval.

(cf. 9005 - Governance Standards)

(cf. 9200 - Limits of Board Member Authority)

If a committee discusses a topic on which the Board has taken a position, the Board member shall express the position of the Board. When contributing his/her own ideas or opinions, the representative shall clearly indicate that he/she is expressing his/her individual idea or opinion.

(cf. 1220 - Citizen Advisory Committees)

(cf. 9010 - Public Statements)

Legal Reference:

EDUCATION CODE

4000-4014 County committees on school district organization

35020-35046 School district officers and agents (power of governing board to employ or appoint)

35160 Authority of governing boards

GOVERNMENT CODE

54952.2 Meetings

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Department of Education District Organization Handbook, 2010



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 1 2019
SUBJECT: **Adopt Resolution No. 18-18 Authorizing the Projects and Filing of Applications for Funding under the Full-Day Kindergarten Facilities Grant Program**

BACKGROUND: Assembly Bill 1808, the Education Finance: Education Omnibus Trailer Bill, was approved by the Governor and was chaptered on June 27, 2018. The General Fund appropriated \$100,000,000 in one-time grants for the construction or retrofit of kindergarten classrooms. The funding allows for funding for existing kindergarteners, no new growth classrooms. Applications for the first funding round totaled \$324 million although only \$37.5 million was allocated, the funding round closed on January 31, 2019. The second funding round allocates \$60 million and opens on May 1, 2019 and closes on May 30, 2019. The new classroom and retrofit funding is based upon the School Facility Program (“SFP”); the new construction program grants are currently a 50/50% program (50% state and 50% local matching share contribution). The retrofit program is based upon the modernization program, currently a 60/40% contribution. The 2019 SFP grant amounts are \$12,197 per pupil for new construction and \$4,644 per pupil for modernization.

RATIONALE: Although in the committee process, if passed AB 197, will require that the district implement full-day kindergarten programs at all district schools. The district currently has several schools that provide half-day kindergarten programs. If a district lacks facilities to provide full-day kindergarten at a project school site, it may apply to the Full-Day Kindergarten Facilities Program (“FDKFGP”) for funding. Districts are considered lacking full-day kindergarten facilities if the site’s kindergarten enrollment exceeds the site’s kindergarten compliant classroom capacity using SFP loading standard of 25 pupils per classroom.

This resolution authorizes district staff to file applications for funding in the Full-Day Kindergarten Facilities Grant Program.

FUNDING: No funding implications.

RECOMMENDATIONS: Adopt Resolution No. 18-18 Authorizing the Projects and Filing of Applications for Funding under the Full-Day Kindergarten Facilities Grant Program.

Prepared by: Bonny Carter, Director of Facilities & Planning.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. No. 18-18**

RESOLUTION OF THE BOARD OF EDUCATION OF THE TRACY UNIFIED SCHOOL DISTRICT AUTHORIZING THE PROJECTS AND FILING OF APPLICATIONS FOR FUNDING UNDER THE FULL-DAY KINDERGARTEN FACILITIES GRANT PROGRAM

WHEREAS, the Tracy Unified School District is participating in the Full-Day Kindergarten Facilities Grant Program and intends to apply for and receive funding from the State for new construction and/or retrofit of full-day kindergarten classrooms for any site, where eligible and able, and;

WHEREAS, the Tracy Unified School District now wishes to file an application for funding for these projects with the Office of Public School Construction for approval by the State Allocation Board to appropriate funding for the projects;

WHEREAS, the Tracy Unified School District has established a Restricted Routine Maintenance Account for exclusive purpose of providing ongoing and major maintenance of school buildings and has developed an ongoing and major maintenance plan that complies with and is implemented for this purpose; and

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Tracy Unified School District hereby authorizes the District’s Representative(s) to the Office of Public School Construction to file all required documents for funding under Chapter 3, Part 10.5, Division 1, commencing with Section 17375, et seq, of the Education Code.

APPROVED, PASSED AND ADOPTED this 9th day of April, 2019 by the Board of Trustees of the Tracy Unified School District, by the following vote.

AYES: NOES: ABSENT: ABSTAIN:

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 2, 2019
SUBJECT: Adopt Resolution No. 18-20 Authorizing Transfer of Real Property

BACKGROUND: The Yamada Brothers conveyed real property to Delta Island School District, through a gift deed, on or around December 15, 1971.

Delta Island School District and Tracy Unified School District transferred 100% of its territory, including the Property, to Tracy Unified School District, through a district reorganization, effective July 1, 1999.

RATIONALE: As the result of a legal settlement, Tracy Unified School District's Board of Education seeks to transfer the Property, in its entirety, to Yamada Brothers, a California general partnership by way the attached resolution No. 18-20.

FUNDING: No funding implications.

RECOMMENDATIONS: Adopt Resolution No. 18-20 Authorizing Transfer of Real Property.

Prepared by: Bonny Carter, Director of Facilities & Planning.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. No. 18-20**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE TRACY UNIFIED SCHOOL
DISTRICT AUTHORIZING TRANSFER OF REAL PROPERTY**

WHEREAS, Yamada Brothers, a California general partnership, conveyed the real property identified as APN 189-170-05 (the "Property") to Delta Island School District, through a gift deed, on or around December 15, 1971.

WHEREAS, Delta Island School District and Tracy Unified School District transferred 100% of its territory, including the Property, to Tracy Unified School District, through a district reorganization, effective July 1, 1999; and

WHEREAS, as a result of a legal settlement, Tracy Unified School District's Board of Education seeks to transfer the Property, in its entirety, to Yamada Brothers, a California general partnership.

NOW, THEREFORE BE IT RESOLVED, that the Tracy Unified School authorizes and approves the transfer of the Property to Yamada Brothers, a California general partnership.

APPROVED, PASSED, AND ADOPTED this 9th day of April, 2019, by the Board of Trustees of the Tracy Unified School District, by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: March 27, 2019
SUBJECT: **Adopt Resolution 18-17, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds**

BACKGROUND: Pursuant to Education Codes 45117 and 45114, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to eliminate certain classified positions due to lack of work or lack of funds.

RATIONALE: Elimination of certain classified positions are needed due to lack of work or lack of funds.

RECOMMENDATION: Approve Resolution 18-17, Authorizing the Elimination of Certain Classified Positions due to Lack of Work or Lack of Funds.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 18-17**

**RESOLUTION FOR A REDUCTION IN CLASSIFIED STAFF DUE TO
LACK OF WORK/LACK OF FUNDS**

WHEREAS, Education Codes §45117 and §45114, Board Policy and the Collective Bargaining Agreement between the Tracy Unified School District and the California School Employees Association permit the Governing Board to eliminate the number of classified positions due to lack of work or lack of funds:

WHEREAS, the Governing Board of the Tracy Unified School District has determined that it shall be necessary to eliminate the following positions in the District not later than June 30, 2019 due to lack of work or lack of funds:

- a. Eliminate two (2) 4.25 hour/10 month Pre School Instructor positions
- b. Eliminate two (2) 7.5 hour/10 month Pre School Instructor positions
- c. Eliminate one (1) 8 hour/10 month Translator/Clerk Typist position
- d. Eliminate one (1) 7.5 hour/12 month School Readiness Site Lead position
- e. Eliminate one (1) 4 hour/12 month School Readiness Site Lead position

NOW, THEREFORE, BE IT RESOLVED that as of the close of the business day on June 30, 2019, the above referenced classified positions shall be eliminated.

BE IT FURTHER RESOLVED, that the Superintendent, or Superintendent’s designee, is authorized and directed to give notice to the affected classified employees pursuant to the District rules and regulations and applicable provisions of Education Code not later than sixty (60) days prior to the effective day of layoff as set forth above.

ADOPTED by the Governing Board of Tracy Unified School District on April 9, 2019 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
Attested:

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

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: March 28, 2019
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. This agenda item meets District Goal #2: Hire, support, develop, train and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the District.

RECOMMENDATION: 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. He 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.

Nicholas Daniel Jamero-West High School, Music Teacher; Choir Director 9-12

**AYES:
NOES:
ABSTAIN:
ABSENT:**

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____