

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, MAY 22, 2018

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

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

AGENDA

- | | | |
|--------------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: D. Arriola, J. Costa, S. Gilbert, W. Gouveia, T. Guzman, G. Silva, J. Vaughn
Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| 3.1 | Administrative & Business Services: | |
| 3.1.1 | CONFERENCE WITH LEGAL COUNSEL
- Existing Litigation (G.C. 54956.9(A))
- F & H Construction v. TUSD | |
| 3.2 | Educational Services: | |
| 3.2.1 | Findings of Fact #17-18/#85, 87, 88, 94, 95 | |
| 3.3 | Human Resources: | |
| 3.3.1 | Board Action Taken and Potential Unpaid Suspension Pending Further Resolution Including Potential Discharge – Classified Employee # UCL - 303
Action: Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.3.2 | Consider Paid Leave of Absence Request for Classified Confidential Employee #UCL-304, Pursuant to Ed Code 45195
Action: Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.3.3 | Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.3.4 | Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources | |

Employee Organization: CSEA, TEA

4. **Adjourn to Open Session**
5. **Call to Order and Pledge of Allegiance**
6. **Closed Session Issues:**
 - 6a Action Taken on Findings of Fact #17-18/#85, 87, 88, 94, 95
Action: Motion__ ; Second__ . **Vote:** Yes __; No __; Absent __; Abstain ____.
 - 6b Report Out of Action Taken on Board action taken and potential unpaid suspension pending further resolution including potential discharge – Classified Employee # UCL - 303
Action: **Vote:** Yes __; No __; Absent __; Abstain ____.
 - 6c Report Out of Action Taken on Consider Paid Leave of Absence Request for Classified Confidential Employee #UCL-304, Pursuant to Ed Code 45195
Action: **Vote:** Yes __; No __; Absent __; Abstain ____.
7. **Approve Regular Minutes of May 8, 2018.** 1-6
Action: Motion__ ; Second__ . **Vote:** Yes __; No __; Absent __; Abstain __
8. **Student Representative Reports: West High:** Payton Bryant, Kailyn Hill; **Stein High:** Kayla Powers; **Kimball High:** Chloe Ramos; **Tracy High:** Marti Rhinehart
9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
 - 9.1 Recognize and Thank Tracy Unified District's 5th Grade Teachers for Their Support of The Reaching For the Stars Foundation Science Blast Program
 - 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. NONE.
11. **Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item may be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a yellow speaker's card).
12. **PUBLIC HEARING:** 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 Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	7-8
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	9-10
13.1.3	Approve Entertainment, Assembly, Service, Business and Food Vendors	11-20
13.1.4	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	21-23
13.2	Educational Services:	
13.2.1	Approve Agreement for Special Contract Services with Elizabeth (Lisa) Danielson, of Danielson Educational Consulting to Provide Professional Development to Induction Mentors and Peer Coaches for the 2018-2019 School Year	24-30
13.2.2	Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to Bohn Elementary for the 2018-2019 School Year	31-34
13.2.3	Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Additional Mental Health Service Days to Bohn Elementary School for the 2018-2019 School Year	35-38
13.2.4	Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to Central Elementary School for the 2018-2019 School Year	39-42
13.2.5	Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to Jacobson Elementary School for the 2018-2019 School Year	43-46
13.2.6	Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Additional Mental Health Service Days to Jacobson Elementary for the 2018-2019 School Year	47-50
13.2.7	Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to George Kelly School for the 2018-2019 School Year	51-54
13.2.8	Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to South/West Park Elementary School for the 2018-2019 School Year	55-58
13.2.9	Approve Agreement for Special Contract Services with Valley Community Counseling to Provide one Additional Day of Mental Health Services to North School for the 2018-2019 School Year	59-62
13.2.10	Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Additional Mental Health Service Days to West High School for the 2018-2019 School Year	63-66
13.2.11	Approve Agreement for Special Contract Services with the San Joaquin County Office of Education's Project GLAD to Provide Training to Middle/High School Teachers during the 2018-19 School Year	67-70

13.2.12	Approve Agreement for Special Contract Services with the San Joaquin County Office of Education’s Project GLAD to Provide Follow-Up to Previously Trained Middle/High School Teachers during the 2018-19 School Year	71-74
13.2.13	Approve Agreement for Special Contract Services with Teaching Proficiency through Reading and Storytelling (TPRS) for World Language Teachers during the 2018-2019 School Year	75-78
13.2.14	Approve Agreement for Special Contract Services with Professional Tutors of America for Compensatory Education of Academic Tutoring for the 2018-2019 School Year	79-82
13.2.15	Approve Agreement for Special Contract Services with SUMA Kids, Inc. for Occupational Therapy and Assistive Technology Services for the 2018-2019 School Year	83-89
13.2.16	Approve Agreement for Special Contract Services with Allyson Moore, Behavior Consultant, to Provide Mental Health Evaluations to Special Education Students during the 2018-2019 School Year	90-93
13.2.17	Approve Overnight Travel for Kimball High School (KHS) Cheerleaders to Attend Cheer Camp at UC Santa Cruz on June 25-27, 2018	94
13.2.18	Approve Overnight Travel for the Kimball High School (KHS) Dance Team to Attend Dance Camp at UC Santa Cruz on July 27-30, 2018	95
13.2.19	Approve Overnight Travel for the Tracy High School Yearbook Design Students to Attend the Bay Area Yearbook Seminar at the University of California, Santa Cruz in Santa Cruz, CA on June 26-28, 2018	96
13.2.20	Approve Overnight Travel for West High Cross Country Team High Altitude Training in Arnold, CA on July 16-19, 2018	97
13.2.21	Approve Overnight Travel for West High Track Team and Four Coaches to Attend the CIF State Championships on May 31 – June 3, 2018	98
13.2.22	Approve Overnight Travel for West High School Air Force JROTC to Attend Cadet Leadership Camp in San Luis Obispo on July 8-15, 2018	99
13.2.23	Approve Overnight Travel for West High Varsity Volleyball Team for the 2018 – 2019 Season	100

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment	101-103
13.3.2	Approve Classified, Certificated, and/or Management Employment	104-105
13.3.3	Approve Employment of 2018 Summer School Staff	106-109
13.3.4	Receive Peer Assistance and Review Annual Report for the 2017-2018 School Year	110-113

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

14.1 Administrative & Business Services:

14.1.1	Adopt Resolution #17-29 Specifications of the Election Order	114-115
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- Action:** Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
- 14.1.2** Adopt Revision to BP 3270 and Acknowledge revision to AR 3270 Sale and Disposal of Books, Equipment, and Supplies (Second Reading, Intent to Adopt) **116-121**
- Action:** Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
- 14.1.3** Consider BP 3320 and Acknowledge AR 3320 Claims and Actions Against the District (Second Reading) **122-130**
- Action:** Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
- 14.1.4** Adopt Resolution No. 17-31 Exempting School Sites from Local Zoning Ordinances **131-133**
- Action:** Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
- 14.1.5** Approve the Award of Request for Proposal (RFP) for Monte Vista Middle School Serving Line Equipment (Separate Cover Item) **134**
- Action:** Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__

14.2 Educational Services:

- 14.2.1** Acknowledge Revisions to Board Policy 6146.1 High School Graduation Requirements/Standards of Proficiency (First Reading) **135-144**
- Action:** Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__

14.3 Human Resources:

- 14.3.1** Approve Declaration for a Provisional Internship Permit **145-146**
- Action:** Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
- 14.3.2** Authorize the Declaration of Need for the 2018-2019 School Year **147-150**
- Action:** Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
- 14.3.3** Approve Teacher Internship Agreement with Humphreys University **151-155**
- Action:** Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
- 14.3.4** Approve Teacher Internship Agreement with Notre Dame de Namur University **156-161**
- Action:** Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
- 14.3.5** Approve Student Teaching Agreement with Notre Dame de Namur University **162-166**
- Action:** Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__

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

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

17. Board Meeting Calendar:

- 17.1** May 22, 2018
- 17.2** June 12, 2018
- 17.3** June 26, 2018
- 17.4** August 14, 2018

18. Upcoming Events:

- | | | |
|-------------|----------------|----------------------------------|
| 18.1 | May 25, 2018 | Last Day of School |
| 18.2 | May 26, 2018 | Graduation: Tracy, West, Kimball |
| 18.3 | August 6, 2018 | First Day of School 2018-19 |

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, May 8, 2018**

- 6:00 PM:** 1-3. President Silva called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: D. Arriola, J. Costa, S. Gilbert, W. Gouveia, T. Guzman, G. Silva, J. Vaughn
Staff: B. Stephens, S. Harrison, C. Goodall, T. Jalique, B. Etcheverry
- 7:01 PM** 5. President Silva called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
There was a moment of silence for Dr. Kimball, namesake of Kimball High School and Mike Gomez, who worked at Tracy High.
- Closed Session:** 6a Action Taken on Findings of Fact #17-18/#78, 88, 90, 91, 93
Action: Item #88 pulled. Vaughn, Costa. **Vote:** Yes-7; No-0.
6b Report Out of Action Taken on Application for Reinstatement #17-18/#32
Action: Approved. **Vote:** Yes-7; No-0.
6c Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees #UC-1092, #UC-1093, Pursuant to Article XX
Action: Approved. **Vote:** Yes-7; No-0.
6d Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Certificated Employee #UC-1094, Pursuant to Article XX
Action: Approved. **Vote:** Yes-7; No-0.
- Minutes:** 7. Approve Regular Minutes of April 24, 2018
Action: Arriola, Guzman. **Vote:** Yes-7; No-0.
- Employees Present:** J. Stocking, D. Schneider, B. Cashmere, G. Bradley, M. Hepner, J. Noll, R. Riddle, J. Nott, A. Gossett, M. Hill, J. Yasemsky, D. Rowe, K. Rieman, K. Smith, K. Felisberto, K. Jacobs, C. Munger, A. Johnson, T. Peterson
- Press:** D. Rizzo, Tracy Press
- Visitors Present:** B. Pekari, P Flores, D. Willis, B. Eubanks, C. Lanning, D. Djonorh, C. Klassen, L. Mendoza, J. Estrada, R. Leighton, L. Oliva, M. Assadullah, A. Vieira, R. Nairn, J. Binny, S. Fernandez, C. Seals, J. Tiru, S. Nehra, P. Flores
- Student Rep Reports:** 8. **West High FFA:** Jocelyn Estrada and Renae Leighton announced the new team for the 2018-19 school year. This Friday is their banquet and will recognize outstanding members in their chapter. The State conference was held in Anaheim.

It was interesting to see what goes into running an organization. Renae was one of the delegates and she hopes to be part of the nominating committee next year. They placed 11th in the state competition and plan to complete next year again. It was a fun experience for all. The Pesticide Team placed 4th in Fresno. They look forward to next year.

Tracy High FFA: Camryn Lanning and Blake Edwards reported that they sent 21 students to the state conference. They heard motivational speakers and received support alumni from a Tracy High FFA member that graduated in 2016. On May 3rd they honored 11 seniors with \$14,000 in scholarship money. Currently, they have 39 students with animals in the San Joaquin County Ag Fest.

Poet Christian: Lesly Oliva, Mariam Assadullah, Alexis Vieira, Rylie Naim, Julia Binny, Samantha Fernandez, Ciella Seals, and Janessa Tiru presented a power point. Their leadership class plans events, dances and fundraisers. Students enjoy birthday books. They get to pick out a book of their choice and Mr. Maslyar signs it. They have several events and activities such as the staff v. the 8th grade softball game, the Bulldog/Jaguar project and the Anti-bullying club. A group of students go on a Boston/New York trip planned during spring break that is a 7-day learning vacation. Dr. Seuss night is always a big hit and they showed a video of students talking about it. Ms. Yasemsky's community service project was great. Students read about someone they admired. They raised money to buy flowers for the area in the back of school. They also raised money for ALS, Eric's Vision and DARE. Student have fun at the middle school dances and the cafeteria is decorated with the theme. They showed videos throughout their presentation.

Recognition & Presentations:

9.1 Tracy High School Presentation

Principal, Jason Noll, presented a power point on Academic Decathlon (Aca Dec). There are 500 high schools that put students into teams by their GPA. There are approximately 13,000 involved. They answer multiple choice in various subjects and also give speeches. The Super Quiz is the final event. It's very exciting and could cover several topics. Tracy High placed 1st in the county and hold the record for most points awarded to a team. They advanced to the state competition. Kevin Troung, a sophomore, won a medal in every single category and most were first place. Tonight, Aca Dec member, Surya Nehra, is here to give his speech. He took 1st place in the county. He recited his speech on ignorance, fear, hate and violence. He is a senior, is in his 4th year of Aca Dec. After graduation, he will be attending USC and major in electrical engineering.

Information & Discussion Items:

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report on Proposed Change to Physics Instructional Materials
Director of IMC, Dr. Debra Schneider, presented a power point. The new physics course emphasis more about concepts of physical science and less about math. The conceptual physics course will no longer be offered. Teachers recommend Conceptual Physics to be adopted to be used in the physics course. They will need to purchase about 60 additional copies. It is also on the agenda for approval tonight.

10.2.2 Receive Report on LCAP College and Career Program Services
 Director of Alternative Programs, Julianna Stocking, presented a power point which gave an overview of a few of our college and career programs in our district. The programs are AVID, High School Bridge Program, College Bound and TUSD Tutorial Services. She reviewed each program. AVID (Advancement Via Individual Determination) holds students accountable to the highest standards and provides academic and social support. AVID's mission is to close the achievement gap by preparing all students for college readiness and success in a global society. There are 550 students in the program in grades 6-12. The High School Bridge Program combines learning about the high school culture, AVID study skills, fun and engaging projects and creates student success. Because of the success of this program they are increasing the number of students from 150 to 225 in the next school years. College Bound offers monthly college and career parent and scholar workshops. There are currently 105 scholars and their parents or guardians in the program. The curriculum focuses on education topics that will impact each household. The district offers several tutorial services including AVID tutorials, High School Bridge teacher tutorials, Restoration Center tutorial services, Learning Lab tutorial services and individual teacher tutoring.

10.2.3 College Bound Presentation
 Dr. Darlene Willis presented a video on the College Bound Program and how they have been successful in working with the students and their parents/guardians with a goal of entering a 4-year college. Some of their topics are time management, study habits, A-G requirements, entrepreneurship and understanding the policies and procedures within the educational area.

Hearing of Delegations

11. Patricia Flores and a group of parents with children of special needs (power of special voices) want to get to know the board and speak with them.

Public Hearing:

12.1.1 None.

Consent Items:

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

Action: Vaughn, Costa. **Vote:** Yes-7; No-0.
 As amended 13.1.2 (Items E and J)

13.1 Administrative & Business Services:

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

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

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

- 13.1.4 Accept the Parent Organization/Booster Club Applications Submitted for the 2018/19 School Year
- 13.1.5 Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

- 13.2 **Educational Services:**
- 13.2.1 Approve Memorandum of Understanding (MOU) between San Joaquin County Office of Education (Artist in Schools Residency) and the 2018 District K-8 Summer School Program
- 13.2.2 Approve Agreement for Special Contract Services with the Child Abuse Prevention Council to Provide Suicide Prevention Services to Comprehensive High Schools for the 2018-2019 School Year
- 13.2.3 Approve Agreement for Special Contract Services to Continue Services with Go Sign Me Up, an Online Registration System, for Staff Development to Utilize for the 2018-2019 School Year
- 13.2.4 Approve Overnight Travel for Kimball High School (KHS) HOSA-Future Health Professionals Student Members and Advisor to Participate in the International Leadership Conference in Dallas, TX on June 26-July 1, 2018
- 13.2.5 Approve Out of State Travel for the Director of Student Services to Attend the National School Safety Conference in Orlando, Florida on July 22-27, 2018
- 13.2.6 Approve Out of State Travel for Tracy High School Principal to Attend the AVID National Conference in Dallas, TX on June 19-22, 2018
- 13.2.7 Approve Overnight Travel for Tracy High School Dance Team and Coaches to Participate in the JAMZ Dance Summer Camp at California State University, Channel Islands in Camarillo, CA on July 13-15, 2018
- 13.2.8 Approve Overnight Travel for Tracy High School Cheer Team and Coaches to Participate in the UCA-Varsity Cheer Summer Camp in Garden Grove, CA on July 16-19, 2018
- 13.2.9 Approve Out of State and Overnight Travel for West High Varsity Volleyball Team for the 2018–2019 Season
- 13.2.10 Approve Agreement for Special Contract Services with Panorama Education, Inc. to Provide the Student Success Platform Software, Licensing, Implementation, Support and Training of School Staff at 11 Schools during the 2018-19 School Year
- 13.2.11 Approve Agreement for Special Contract Services with WOW on Wheels; World of Wonders Science Museum to Provide In-class Field Trips to K-8 Grade Students at the 2018 Summer School Program
- 13.2.12 Approve Agreement for Special Contract Services with College Bound Tracy USD, a Customized College and Career Readiness Program for Tracy High, West High and Kimball High School Parents and Students for the 2018-2019 School Year

- 13.3 **Human Resources:**
- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment

Action Items:

14.1 Administrative & Business Services:

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

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

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

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

14.1.3 Consider BP 3320 and Acknowledge AR 3320 Claims and Actions Against the District (First Reading)

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

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

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

14.1.5 Approve School Site Safety Plans for the 2018-19 School Year (Separate Cover Item)

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

14.2 Educational Services:

14.2.1 Approve Adoption of Advanced Placement Spanish Language and Culture Instructional Materials

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

14.2.2 Approve Adoption of Conceptual Physics Textbook for Physics Course

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

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

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

14.3 Human Resources:

14.3.1 Approve Revised Job Description for Administrative Secretary to the Associate Superintendent for Human Resources

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

Board Reports:

Trustee Costa thanked the Tracy High School student who gave a speech. He did an excellent job. Today is teacher appreciation day. She remembers her 4th grade teacher who instilled a love a reading in her. She thanked the teachers for their work. She attended the volunteer luncheon and thanked all of our volunteers at each of our school sites. Trustee Vaughn wished everyone a happy teacher appreciation day. He felt appreciated by his principal who treated their staff to breakfast and lunch. It is nice to be appreciated. He attended the College Bound finale last night. He appreciated all of their hard work and thanked Dr. Stephens for attending and the answering tough questions and a previous forum. Ms. Neylan is the drama teacher from Kimball High and was one of the VIPs. He also attended one of the plays and happy to see how well one of the students did. He was also a College Bound student and will be to a 4-year college. Trustee Gouveia congratulated teachers for all of their hard work. He enjoyed the volunteer luncheon and appreciates their work. He congratulated all TUSD students who

received a Pinnacle award and to Tracy High for winning the math competition. He also attended the Biliteracy Awards. The parks commission that he is a member of has 4 new people. They are working on the multi-generational center and they are looking at bonds to fund it. They are also reviewing their goals. The Cinco de Mayo celebration was successful and there was a parade of cultures. He invited everyone to the Portuguese annual festa celebration on June 3rd. It is opened to the public. Trustee Guzman thanked the teachers and appreciates what they do. He congratulated the FFA teams and their accomplishments. He also congratulated Tracy High, Surya Nehra and the Pinnacle award winners from Tracy Unified. He also thanked Julie Stocking for the report on college and career services. Trustee Arriola wished everyone a happy teacher appreciated week. He participated in Relay for Life and also attended the Cinco de Mayo festival. He appreciated the thank you notes from Ms. Yasemsky's community service students. He commented that the Bulldog and Jaguar Project made it on the front page of the Stockton Record and are now being replicated in Stockton Unified. He congratulated the recipients of the Pinnacle Awards. Trustee Gilbert thanked the teachers for their service and compassion. When she was a nurse she worked with teachers. She attended the College Bound program last night and was impressed. Both Dr. Stephens and Mr. Vaughn received awards. Trustee Silva appreciates the teachers and the outstanding work they do daily. His toughest teacher was his 7th grade teacher. He attended the 2018 youth service awards and thanked Brian Pekari and Rhodesia Ransom for putting it on. He congratulated Scott Behnam for his award. He also attended the volunteer luncheon and congratulated all of the TUSD volunteers. They are an important part of the success of the district. He attended the College Bound end of year finale and congratulated all that were recognized.

Superintendent Report:

Dr. Stephens enjoyed the College Bound program last night and appreciated the award. This is a busy time of year. Tomorrow is the African American Achievement Awards at 6:00pm at Monte Vista Middle School. The volunteer luncheon was nice and our volunteers are always impressive. On Thursday will be the first ever art show at Williams Middle School in the library at 6:00pm. It is the week of the teacher and tomorrow is California Day of the Teacher. He's sure that everyone can look back and thank a teacher that made a difference in their lives.

Adjourn: 9:16 pm

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: May 9, 2018
SUBJECT: **Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
MEASURE B BOND
MAY 22, 2018
SUMMARY OF SERVICES**

A. Vendor: Meehleis Modular Buildings, Inc.
Site: Clover School (TLC) Renovation – 2-Story Modular Classroom Building
Item: Change Order #1 - Ratify
Services: Scope of work documented on the change order summary.
Cost: \$7,585.73
Project Funding: Measure B Bond Fund and State School Building Fund (SSBF), Charter School Facilities Program and Prop. 39 Energy Funding

B. Vendor: Meehleis Modular Buildings, Inc.
Site: Clover School (TLC) Renovation – 2-Story Modular Classroom Building
Item: Notice of Completion
Services: Part of the renovation project included demolition of relocatable buildings and construction of a new two-story modular classroom building, which includes classrooms, workrooms, restrooms and special education offices.
Cost: \$8,117,459.00 Change Orders: \$7,585.73 Final Contract:\$8,125,044.73
Project Funding: Measure S Bond Fund, Measure B Bond Fund, SSBF, Charter School Facilities Program and Prop. 39 Energy Funding

C. Vendor: Clark & Sullivan Construction and Broward Builders, Inc. a Joint Venture
Site: Clover School (TLC) Renovation
Item: Change Order #6 - Ratify
Services: Scope of work documented on the change order summary.
Cost: \$66,388.00 Deduction from contingency allowance previously included in contract.
Project Funding: Measure B Bond Fund, SSBF, Charter School Facilities Program and Prop. 39 Energy Funding



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: May 2, 2018
SUBJECT: **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District**

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

Freiler Elementary School:

1. Tracy Unified School District/Freiler Elementary School: From the Freiler Staff Parent Association (FSPA) for the total amount of \$3,814.15 (ck. #5136 - \$550.67, ck. #5137 - \$459.68, ck. #5138 - \$124.36, ck. #5139 - \$282.12, ck. #5131 - \$1,639.36, ck. #5114 - \$757.96). This donation will go towards classroom and PE supplies.

Kimball High School:

1. Tracy Unified School District/Kimball High School: From the West Coast Training Center for the amount of \$500.00 (ck. #2093). This donation will benefit Kimball High School's baseball teams.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From John and Ann Dias for the amount of \$400.00 (ck. #6882 - \$200.00 & ck. #6883 - \$200.00). This donation is a contribution to the Danae Diaz and Shawna Diaz Scholarships for the 2017-2018 school year.
2. Tracy Unified School District/Tracy High School: From the Claudia I. Arnaudo Trust for the amount of \$500.00 (ck. #2665). This donation is a contribution to the J. Arnaudo Scholarship for the 2017-2018 school year.
3. Tracy Unified School District/Tracy High School: From Irrigation Design & Construction for the amount of \$1,000.00 (ck. #71251). This donation is a contribution to the IDC Scholarship for the 2017-2018 school year.
4. Tracy Unified School District/Tracy High School: From June Mary Betschart for the amount of \$500.00 (ck. #166). This donation is a contribution to the Linda Toste Scholarship for the 2017-2018 school year.

West High School:

1. Tracy Unified School District/West High School: From Andrew Trosien, DDS for the amount of \$500.00 (ck. #2663). This donation will benefit West High School's football teams and it will go towards their football camp.

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: Brian R. Stephens, Superintendent
FROM: C. Goodall, Associate Superintendent for Business Services
DATE: May 9, 2018
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

A CIVIC PERMIT SHOULD BE ENTERED FOR ALL VENDOR ACTIVITIES		
<p>Vendors are listed by expiration and insured name (not the program name) ↓This list of Approved Vendors confirms verification of insurance coverage only!↓ Board Approval based on insurance remaining current!</p>		
<p>VENDOR'S INSURANCE REQUIRES CONTRACT PRIOR TO OCCURENCE If vendor does not provide a contract, site must use the District's Contract Services Agreement. Refer to District Staff Portal e-forms Business Services section.</p>		
<p>Booster and Parent organizations are independent of both the district and the student organizations/ASB. Boosters and parent clubs must enter into their own contracts and agreements with external organizations in compliance with Parent/Booster Club bylaws and must not be appended to or be part of existing district or student organization contracts. Parent/Booster Clubs are not to use the district tax identification number for any of their activities.</p>		
<p>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!</p>		
<p>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. Photo booth Vendors own the pictures and can place them on their website or social media which is a violation of policy.</p>		
↓REQUESTING VENDORS FOR BOARD APPROVAL↓:		
Vendor Information		Insurance Expiration
	<p>Stuntmasters - BMX Impact Show, John Parker, john@bmsimpact.com, (888) 269-9919, www.stundmasterinc.com. CONTRACT REQUIRED PRIOR TO OCCURENCE.</p>	12/19/2018
	<p>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 OCCURENCE.</p>	5/22/2019
Board Approved	Vendor Name	Insurance Expiration
11/14/17	<p>LifeSaver CPR - CPR Services, Chris Peters, (209) 665-4398, www.lifesavercpr.net, LifeSaverCPR@hotmail.com</p>	6/1/2018

Proposed Vendors Insurance List
Entertainment, Assembly Food

Board Approved	Vendor Name	Insurance Expiration
6/27/17	Academy of Performing Arts - Dance choreography. Contact Deborah Skinner. (209) 814-8049, apa4fun@comcast.net, www.apaoftracy.com	6/12/2018
6/13/17	Touzinsky's Elite Volleyball - Provides Volleyball Skills Camp. Scott Touzinsky. (562) 221-5912. scottouz@aol.com	6/28/2018
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.	6/30/2018
9/12/17	Delta Blood Bank/American Red Cross - Blood Drives. Kerry Morris - Office-943-3830, cell: 513-4321, kerry.morris@redcross.org. For liability purposes. Delta Blood Bank must enter Civic Permit.	7/1/2018
4/11/17	Pediatric Dentistry/Orthodontics - Dr. Solomon. (925)447-1377. majrod@icloud.com, Wwww.livermorekidsdentist.com	7/1/2018
4/23/13	SJ County Child Abuse Prevention Council - "Parent Cafe" - 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. "Pinwheels for Prevention" - program awareness for public and computer safety. Contact Amrit Pawar - 851-3468, apawar@nochildabuse.org. Website: www.nochildabuse.org	7/1/2018
12/12/17	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.	7/1/2018
3/14/17	Dr. Paul A. Teranishi, DDS , - dental health presentation for students. 835-8408. ptlmdds@yahoo.com, www.ptlmdds.com	7/1/2018
3/8/11	Dr. Andrew Trosien, DDS. Oral Hygiene Instructions. Call Megan or Julie at 833-1240	7/1/2018

Proposed Vendors Insurance List
Entertainment, Assembly Food

Board Approved	Vendor Name	Insurance Expiration
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 TUSD Contract Services Agreement.	7/21/2018
2/14/2012	Sound Wave Mobile DJ - David Gomes-510-938-7903, info@soundwavemobiledj.com, www.soundwavemobiledj.com. No pictures of students without parental permission.	7/23/2018
2/13/18	Shoob Photography - School photos, Alex Shoob, 567-0768, alex@shoobphoto.com, projects@shoobphoto.com, www.shoobphoto.com. No pictures of students without parental permission slip.	8/9/2018
4/23/13	Music Systems , Disc Jockey Services, Omar Rodriguez, 640-1442, omar@music-systems.com, www.music-systems.com. No pictures of students without parental permission slip.	8/18/2018
9/12/17	DM Design Productions - Photo Booths. Danielle Miranda, (209) 207-3182, dmirandadesigns@gmail.com, www.dmdesignproductions.com. Parental permission for each participating student taking photos.	8/29/2018
3/13/18	Jostens - Pat Cummings handles jewelry, diplomas, announcements, Regalia. 916-667-8702, pat.cummings@jostens.com. Jeffrey Williams handles yearbooks-877-767-5217. www.Jostens.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	9/15/2018
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.	10/1/2018
12/12/17	Jackman Enterprises- Funflicks - outdoor inflatable screen for movie night. Paul Jackman-(844) 556-6843, pauljackman@funflicks.com. Wwww.funflicks.com	10/13/2018

Proposed Vendors Insurance List
Entertainment, Assembly Food

Board Approved	Vendor Name	Insurance Expiration
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	10/20/2018
4/2/11	Marquis Entertainment , DJ, lighting, karaoke (209) 951-1982, enmar3@yahoo.com; www.marquisentdjs.com	10/20/2018
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	11/3/2018
2/11/14	World of Wonders Science Museum (WOW) , Teaches various science topics. Beth Fox - 368-0969, beth@wowsciencemuseum.org, www.sciencemuseum.org	12/1/2018
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	12/1/2018
2/11/14	World of Wonders Science Museum (WOW) , Teaches various science topics. Beth Fox - 368-0969, beth@wowsciencemuseum.org, www.sciencemuseum.org. Insurance requires written contract.	12/1/2018
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	12/29/2018
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". Insurance requires written contract.	1/1/2019

Proposed Vendors Insurance List
Entertainment, Assembly Food

Board Approved	Vendor Name	Insurance Expiration
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	1/1/2019
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	1/4/2019
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.	1/16/2019
10/11/11	Main Street Music - Ken & Diana Cefalo, kencefalo@yahoo.co, dcefalo@sbcglobal.net,	1/17/2019
9/13/11	California Weekly Explorer, Inc. History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com	2/1/2019
8/25/09	Soul Shoppe - Focus on building character & creating bully-free schools. Shawna Jones, Shawna@soulshoppe.com, Phone: 510-338-3231, www.soulshoppe.com	2/1/2019
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.	2/2/2019

Proposed Vendors Insurance List
Entertainment, Assembly Food

Board Approved	Vendor Name	Insurance Expiration
3/13/18	<p>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.</p>	2/5/2019
11/13/07	<p>Lonny Johnson - Ancient Artifacts - John Tacha or Terry Lyman 800.255.0084, (FIRE SHOW OR WEAPONS NOT ALLOWED). bureau@assemblyline.com, www.assemblyline.com/index.html</p>	2/5/2019
3/13/18	<p>Rob Holladay Show - Bye Bye Bully Show, Rob Holladay, (912) 409-7263, therobholladayshow@gmail.com, www.amazingschoolshows.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.</p>	2/28/2019
9/12/17	<p>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</p>	3/13/2019
1/24/17	<p>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</p>	3/22/2019
4/12/11	<p>LMG Attractions- 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.</p>	4/1/2019

Proposed Vendors Insurance List
Entertainment, Assembly Food

Board Approved	Vendor Name	Insurance Expiration
3/27/18	<p>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.</p>	4/30/2019
2/12/08	<p>Sparkles the Clown, Terry Donaldson - 835-8383, www.sparklesdelight.com</p>	5/1/2019
2/12/08	<p>Ravioli the Clown - Denis Martinez - 835.3535, www.raviolitheclown.com</p>	5/1/2019
10/24/17	<p>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</p>	No Expiration Date
5/8/12	<p>Dairy Council of CA Mobile Dairy Classroom, Leona Bettencourt, 916-263-3560 x413, ibettencourt@dairycouncilofca.org. Www.dairycouncilofca.org. Must follow Animal Policy Guidelines AR 6163.1</p>	Insurance not required if supervised by certificated employee
12/10/13	<p>SJ Vector Control - Aaron Devencenzi - 982-4675, adevencenzi@sjmosquito.org. Field trip in your classroom. Mosquito and tick presentation.</p>	Insurance not required if supervised by certificated employee
2/15/17	<p>Tracy Public Library - Literacy Parent Education. Stella Beratlis, 937-8221, stella.beratlis@stocktonca.gov</p>	Insurance not required if supervised by certificated employee
10/9/07	<p>Sandia Labs Joel Lipkan - jlipkin@comcast.net</p>	Insurance not required if supervised by certificated employee

Proposed Vendors Insurance List
Entertainment, Assembly Food

Board Approved	Vendor Name	Insurance Expiration
<p>↓APPROVED FOOD VENDORS↓ SORTED BY INSURED NAME AND EXPIRATION DATE</p>		
<p>VENDOR AUTOMOBILE'S ARE NOT ALLOWED TO DRIVE AND PARK ON CAMPUS. ALL VEHICLES MUST PARK IN DESIGNATED PARKING PLACES!</p>		
<p>↓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.</p>		
11/12/12	<p>Menchie's Frozen Yogurt, Adele Boch, 612-5285, adelebloch@yahoo.com, www.menchies.com. No food sales until 30 minutes after school.</p>	6/6/2018
12/8/09	<p>Tracy Breakfast Lions Club - Greg Bidlack - gregandvelma@sbglobal.net, Jim Noah - 835-0981, www.tracybreakfastlionsclub.org. No food sales until 30 minutes after school.</p>	7/1/2018
8/11/2015	<p>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.</p>	7/22/2018
5/9/17	<p>Black Bear Diner - Catering. Tracy@blackbeardiner.com, (209) 835-5600 or (209) 814-0902. No food sales until 30 minutes after school.</p>	8/19/2018
9/27/2016	<p>Meva's Tacos & More - Contact Eva Ybarra - 244-3307 or mevastacos@gmail.com. No food sales until 30 minutes after school.</p>	8/30/2018
9/12/2017	<p>Blue Moon Kettle Corn - Kettle Corn sales. Nicole Moore - (510) 589-6166 or bluemoonkettle@gmail.com. No food sales until 30 minutes after school.</p>	9/6/18
10/13/15	<p>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.</p>	9/9/2018

Proposed Vendors Insurance List
Entertainment, Assembly Food

Board Approved	Vendor Name	Insurance Expiration
10/13/09	Famous Dave's BBQ Catering: 3162@srribs.com, 833-6337. www.famousdaves.com. No food sales until 30 minutes after school.	10/1/2018
10/25/11	Mi Espiranza - Restaurant Catering. Call Omar Mendoza and Candida Ramiriz at 832-3020. No food sales until 30 minutes after school.	10/15/2018
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.	11/27/2018
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.	12/1/2018
3/11/2014	Taqueria La Mexicana- Mobile Truck Catering for restaurant on 11th street only. Letty 610-1871, letty25045@hotmail.com. No food sales until 30 minutes after school.	3/21/2019
<p>*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.</p>		
<p>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.</p>		
<p>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.</p>		



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: May 9, 2018
SUBJECT: **Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
MAY 22, 2018
SUMMARY OF SERVICES

A. Vendor: Harold W. Thompson
Site: Tracy High School – Flooring
Item: Proposal - Ratify
Services: Contractor to furnish and install concrete sealer directly onto lightly sanded concrete in Unit H, Room 10.
Cost: \$1,900.00
Project Funding: Unrestricted General Fund/Deferred Maintenance

B. Vendor: Professional Asbestos & Lead Services, Inc.
Site: Tracy High School – Flooring
Item: Proposal - Ratify
Services: Contractor to remove and properly dispose of 475 sq. ft. of VFT and associated mastic from Unit H, Room 10.
Cost: \$2,835.00
Project Funding: Unrestricted General Fund/Deferred Maintenance

C. Vendor: Advance Data Communications
Site: Tracy High School – Flooring
Item: Proposal - Ratify
Services: Contractor to remove and reinstall IDF cabinet during the flooring project in Unit H, Room 10.
Cost: \$13,210.39
Project Funding: Unrestricted General Fund/Deferred Maintenance

D. Vendor: Wallace Kuhl & Associates
Site: Louis Bohn Elementary School – Building D Replacement
Item: Proposal
Services: Consultant to provide testing and inspection services during the re-construction of Building D that is being replaced due to fire damage.
Estimated Cost: \$7,120.00
Project Funding: Unrestricted General Fund/Insurance Reimbursement

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

F. Vendor: Stericycle
Site: District-wide
Item: Five (5) Year Agreement (Expires May 31, 2023) - Ratify
Services: Hazardous drug and phlebotomy sharps container disposal district wide.
Cost: <\$11,500.00
Project Funding: General Fund/Health Services

G. Vendor: Stanislaus County Office of Education
Site: District-wide
Item: Agreement
Services: Pure Tone hearing screenings for students in kindergarten, second, fifth and eighth grade.
Cost: \$4.85 per student or \$9.70 per student in a wheelchair or that cannot enter the van; not to exceed \$23,000.00.
Project Funding: General Fund/Health Services

H. Vendor: All City Management Services
Site: Bohn Elementary School
Item: Agreement
Services: School crossing guard services at Bohn School for the 2018-2019 school year.
Cost: \$19.37 per hour, not to exceed \$10,460.00.
Project Funding: General Fund

I. Vendor: Paradigm Healthcare Services, LLC
Site: District-wide
Item: Service Agreement
Services: Paradigm assists in capturing dollars for Medi-cal billing services already being performed.
Cost: No direct cost to district. Funds generated are distributed to the participating departments based on Department of Health Care Services reimbursements after Paradigm takes 13.5% up to \$500,000, 12% from \$500,001 up to \$1,000,000 or 10% above \$1,000,000.
Project Funding: N/A

J. Vendor: To Be Determined
Site: Louis Bohn Elementary School – Building D Replacement
Item: Agreement
Services: Replacement of existing approved Building “D” with new building due to fire damage and related work, including site work, mechanical work, electrical work and plumbing work, per plans and specifications.
Estimated Cost: To Be Determined
Project Funding: Unrestricted General Fund/Insurance Reimbursement



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 8, 2018
SUBJECT: Approve Agreement for Special Contract Services with Elizabeth (Lisa) Danielson, of Danielson Educational Consulting to Provide Professional Development to Induction Mentors and Peer Coaches for the 2018-2019 School Year

BACKGROUND: As a California Commission on Teacher Credentialing (CCTC) accredited program, the Tracy Unified School District (TUSD) Induction Program provides collaborative, individualized support for all induction candidates through an individualized learning plan and strong mentoring support system. This is in alignment with the CCTC Induction Program Standard two, which describes a strong focus on individualized mentoring support for candidates that includes both “just in time” and longer term analysis of teaching practice to help candidates develop enduring professional skills. The program’s design features both individually and as a whole must strengthen the candidate’s professional practice and contribute to the candidate’s future retention in the profession.

RATIONALE: Elizabeth (Lisa) Danielson, of Danielson Educational Consulting will provide the Tracy Unified Induction Program Mentors with two foundational days of Mentoring Matters professional learning with two follow-up sessions throughout the year. The training will support Mentors in building focused relationships with beginning teachers. Mentors of beginning teachers will learn the structures, strategies, and tools for mentoring and developing expertise in supporting new teachers. They will learn to understand their role as a mentor, the needs of beginning teachers, and the attributes of effective mentor-protégé relationships. Effective mentoring by experienced and practicing educators will enhance the instructional and interpersonal skills of new teachers. Effective mentors support new teachers to:

- Ease the transition from teacher preparation to practice, thereby increasing retention of teachers
- Develop the instructional skills that improve student achievement
- Regularly use proven and research based instructional pedagogy to differentiate for all learners
- Develop appropriate relationships with their students, families, and colleagues

This 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: The total cost for the professional learning workshops will not exceed \$12,000. Local Control Funding Formula (LCFF) will pay the expenditures for this contract.

RECOMMENDATION: Approve Agreement for Special Contract Services with Elizabeth (Lisa) Danielson, of Danielson Educational Consulting to Provide Professional Development to the Induction Mentors for 2018-2019 School Year.

Prepared by: Melissa Beattie, Director of Staff Development

Danielson Consulting

CONSULTING AGREEMENT

Elizabeth (Lisa) Danielson, Danielson Educational Consulting

THIS CONSULTING AGREEMENT is effective as of July 1, 2018 between Tracy Unified School District ("Client"), and Elizabeth (Lisa) Danielson, Senior Associate for MiraVia, I.L.C., Danielson Educational Consulting.

1. Elizabeth Danielson agrees to provide Client the consulting and/or training services which are identified and specified on ATTACHMENT A, on the dates and at the location(s) likewise identified on ATTACHMENT A.

2. Client agrees to pay Elizabeth Danielson, within thirty (30) days of receipt of an invoice from Elizabeth Danielson, all fees as identified in ATTACHMENT B, together with all of Elizabeth Danielson's expenses included in the flat fee.

3. Client understands and acknowledges that Elizabeth Danielson is an independent contractor, (Federal ID # 230 90 7001) and shall be fully and solely responsible for the payment of all taxes, royalties, insurance, and other corporate obligations of Elizabeth Danielson.

4. Client agrees that it shall be solely responsible for ordering and paying for any training or other resource material(s) used by Client's employees in connection with Elizabeth Danielson's training and/or consulting services, and shall be fully responsible for providing Elizabeth Danielson, at no cost or expense to Elizabeth Danielson, a facility adequate to allow provision of the consulting/training services identified in ATTACHMENT A.

5. Client may cancel this Consulting Agreement without penalty at any time on or prior to sixty (60) days before the date for Elizabeth Danielson's performance of services as identified on ATTACHMENT A. Should Client cancel any of the dates for Elizabeth Danielson's performance as identified in ATTACHMENT A less than sixty (60) days prior to the date of scheduled performance by Elizabeth Danielson, but sooner than 15 days, Client shall be required to remit to Elizabeth Danielson, payment equal to an amount of 50% of the contracted amount identified on ATTACHMENT B. Should Client cancel any of the dates for Elizabeth Danielson's performance as identified in ATTACHMENT A on or less than sixty (60) days prior to the date of scheduled performance by Elizabeth Danielson, but less than 15 days, Client shall be required to remit to Elizabeth Danielson, payment equal to the full amount of the contracted amount identified on ATTACHMENT B.

6. Payment for services will be invoiced within 10 business days of service; including all original receipts for expenses. Payment is expected 30 days from receipt of invoice. Payments after 30 days shall accrue interest penalties.

7. The parties acknowledge and agree that ATTACHMENT A and ATTACHMENT B are integral parts of this Consulting Agreement.

By:

Consultant: Elizabeth Danielson Date: 3-21-2018
Elizabeth Danielson

Client: _____ Date: _____
Tracy Unified School District
Melissa Beattie
Program Administrator of Staff Development

Danielson Consulting

ATTACHMENT A
TO CONSULTATIVE AGREEMENT DATED: July 1, 2018

Scope of services to be provided by Elizabeth Danielson to Tracy USD
Three days of Professional Development including planning and preparation

Workshop(s):

Two Days of *Mentoring Matters: A Practical Guide to Learning-Focused Relationships* with
Induction Mentors as outlined below

Professional Learning Days – 2 Days /July 26-27, 2018

Professional Learning Follow Up and Enhancements –

2 DAYS/ October 17, 2018 & February 20, 2019

Consultant Responsibility:

1. Send Handout to be printed by the District 2 weeks in advance
2. Provide 2 days of professional learning and facilitation

Scope of responsibilities of Tracy USD

District Responsibility:

1. Purchase copies of *Mentoring Matters* for each participant
(www.miravia.com)
2. Purchase Mediation Mats for each participant
(www.miravia.com)
3. Provide a meeting space
4. Make copies of the Hand Out to support the learning
5. Provide pencil boxes, 3x5 index cards and markers for the room.

Facility Requirements:

1. Set up in a chevron style for seating
2. AV Access for presentation with internet accessibility
3. Two Bar Stools at the front of the room (if available)
4. 2 Chart Stands with Chart Paper

Danielson Consulting

ATTACHMENT B

Fees due Elizabeth Danielson

Consultant Fee:

\$3000/day flat fee

Inclusive of expenses (travel, lodging, meals)

Estimated Fee and Reimbursement

	Amount
Consultant Fee	\$ 12,000
\$3,000/day flat fee	
Mileage Expenses	
Meals	
Hotel	
ESTIMATED FEE AND EXPENSES	\$ 12,000.00

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: 4 Full Days of Professional Development Training on Mentoring Matters for Induction Mentors and Peer Coaches for the 2018-2019 School Year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 4 () | | HOURS | | DAYS, under the terms of this agreement at the following location Tracy Unified School District . Staff Development

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

- a. District shall pay \$ 3000.00 per | | HOUR | | DAY | | FLAT RATE, not to exceed a total of \$ 12,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

- b. District | |] SHALL | | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.

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

4. The terms of the agreement shall commence on July 1, 2018, and shall terminate on July 31, 2019.

5. This agreement may be terminated at any time during the term by either party upon 60 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:

Elizabeth Danielson 4-25-18
Contractor Signature Title

IRS Identification Number _____
Owner-Danielson Consulting
Title
2964 Mt View Ct.
Address
Cameron Park, CA 95682

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: May 8, 2018
SUBJECT: **Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to Bohn Elementary for the 2018-2019 School Year**

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

RATIONALE: Social and Emotional interventions are a part of the multi-tiered system of support that the District uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. The District benefits greatly from having Behavioral Health Clinicians on its school sites, and relies on this service to aid in supporting students who struggle with mental health issues during the school year. TUSD will contract with Valley Community Counseling to provide targeted and intensive behavioral health interventions at Bohn 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. District LCAP funds will pay the expenditures for this contract.

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to Bohn Elementary for the 2018-2019 School Year.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: For the 2018-19 School Year: Provide the following Mental Health services to Bohn 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 () HOURS | | DAYS, under the terms of this agreement at the following location Bohn 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, 2018, and shall terminate on June 30, 2019.

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

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

Contractor agrees to hold harmless and to indemnify District for:

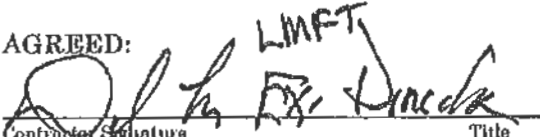
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:


Contractor Signature Title

Tracy Unified School District

IRS Identification Number

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: May 1, 2018
SUBJECT: **Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Additional Mental Health Service Days to Bohn Elementary School for the 2018-2019 School Year**

BACKGROUND: Bohn Elementary would like to add two additional days of mental health services using its title one funds. Tracy Unified School District (TUSD) will already be providing one day of mental health services to Bohn Elementary using LCAP dollars during the 2018-19 school year. Bohn Elementary School wants to provide additional support to ensure that all of their students' emotional needs are met. TUSD provides mental health services to students whose emotional state is posing as a barrier to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary and needed for students with a clinical diagnosis for a mental health disorder, for students undergoing a crisis and/or for those who have unresolved emotional issues affecting their ability to learn.

RATIONALE: Social and Emotional interventions are a part of the multi-tiered system of support that the district uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. The District benefits greatly from having Behavioral Health Clinicians on its school sites, and relies on this service to aid in supporting its students who struggle with mental health issues during the school year. Bohn Elementary will contract with Valley Community Counseling to provide targeted and intensive behavioral health interventions at Bohn 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 \$24,480. Title 1 funds will pay the cost for the expenditures for this contract.

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Additional Mental Health Service Days to Bohn Elementary School for the 2018-2019 School Year.

Prepared by: Lemuel Vergara, Principal of Bohn Elementary School and
Molly Long, Coordinator of Prevention Services

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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 2 additional days of mental health services for Bohn School, using either a registered associate in Social Work, Marriage and Family Therapy, Clinical Counseling or clinical psychology; or a Master's level student in Social Work, 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 408 () HOURS | | DAYS, under the terms of this agreement at the following location Bohn 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 \$24,480. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | | SHALL SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a MONTHLY PROGRESS BASIS | | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

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

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

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

Contractor agrees to hold harmless and to indemnify District for:

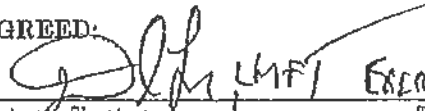
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

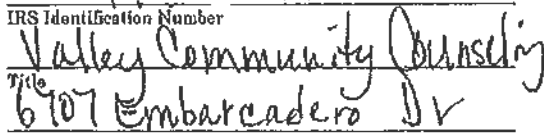
10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither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

AGREED:


Contractor Signature _____ Title _____

Tracy Unified School District

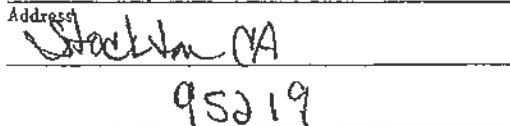
IRS Identification Number


Title _____

Date

Account Number to be Charged

Address



95219

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: May 08, 2018
SUBJECT: **Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to Central Elementary School for the 2018-2019 School Year**

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

RATIONALE: Social and Emotional interventions are a part of the multi-tiered system of support that the District uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. The District benefits greatly from having Behavioral Health Clinicians on its school sites, and relies on this service to aid in supporting its students who struggle with mental health issues during the school year. TUSD will contract with 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. District LCAP funds will pay the expenditures of this contract.

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to Central Elementary School for the 2018-2019 School Year.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

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

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

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

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



EDUCATIONAL SERVICES MEMORANDUM

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

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

RATIONALE: Social and Emotional interventions are a part of the multi-tiered system of support the District uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. The District benefits greatly from having Behavioral Health Clinicians on school sites, and relies on this service to aid in supporting students who struggle with mental health issues during the school year. TUSD will contract with Valley Community Counseling to provide targeted and intensive behavioral health interventions at 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. District LCAP funds will pay the expenditures for this contract.

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to Jacobson Elementary School for the 2018-2019 School Year.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide the following Mental Health services to 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.
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4. The terms of the agreement shall commence on July 1, 2018, and shall terminate on June 30, 2019.

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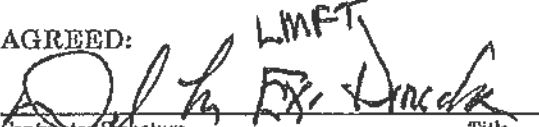
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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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.
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AGREED:


Contractor Signature Title

94-2468972
IRS Identification Number

LMFT
6707 Embarcadero Dr
Address Stockton CA
95219

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

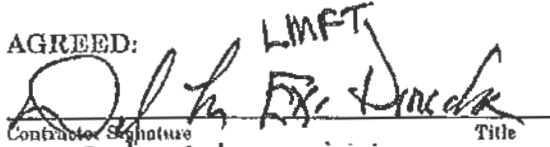
Budget Approval

Date Approved by the Board

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.
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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:

 ^{LMFT}
Contractor Signature Title

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

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: May 1, 2018
SUBJECT: **Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Additional Mental Health Service Days to Jacobson Elementary for the 2018-2019 School Year**

BACKGROUND: Jacobson Elementary would like to add an additional day of mental health services during the 2018-2019 school year, using site title one funds. Tracy Unified School District (TUSD) already provides one day of mental health services to Jacobson Elementary, using LCAP funding. Jacobson would like to provide additional mental health support, in order to ensure that students' emotional needs are met. 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 for students with a clinical diagnosis for a mental health disorder, for students undergoing a crisis and/or for those who have unresolved emotional issues affecting their ability to learn.

RATIONALE: Social and Emotional interventions are a part of the multi-tiered system of support that the District uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. The District benefits greatly from having Behavioral Health Clinicians on its school sites, and relies on this service to aid in supporting its students who struggle with mental health issues during the school year. TUSD will contract with 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. Site Title 1 funds will pay the expenditures for this contract.

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Additional Mental Health Service Days to Jacobson Elementary for the 2018-2019 School Year.

Prepared by: Tania Salinas, Principal of Jacobson Elementary and Molly Long, Coordinator of Prevention Services

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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 one additional day of mental health services to Jacobson 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 () 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. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

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

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

[Signature] Executive Dir.
Contractor Signature Title

Tracy Unified School District

IRS Identification Number
Valley Community Counseling
Title
6107 Embarcadero Dr
Address
Stockton CA
95219

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

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

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

RATIONALE: Social and Emotional interventions are a part of the multi-tiered system of support that the District uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. The District benefits greatly from having Behavioral Health Clinicians on its school sites, and relies on this service to aid in supporting students who struggle with mental health issues during the school year. TUSD will contract with Valley Community Counseling to provide targeted and intensive behavioral health interventions at George Kelly 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 \$20,400. District LCAP funding will pay the expenditures for this contract.

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to George Kelly School for the 2018-2019 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

- 1. Contractor shall perform the following duties: Provide the following Mental Health services to 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, 2018, and shall terminate on June 30, 2019.

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

Rev. 10.28.16

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.

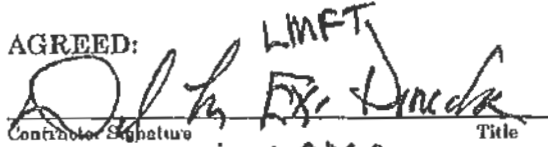
Contractor agrees to hold harmless and to indemnify District for:

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

Tracy Unified School District

IRS Identification Number

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: May 8, 2018
SUBJECT: **Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to South/West Park Elementary School for the 2018-2019 School Year**

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

RATIONALE: Social and Emotional interventions are a part of the multi-tiered system of support that the District uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. The District benefits greatly from having Behavioral Health Clinicians at school sites, and relies on this service to aid in supporting students who struggle with mental health issues during the school year. TUSD will contract with Valley Community Counseling to provide targeted and intensive behavioral health interventions at South/West Park 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 \$16,320. District LCAP funds will pay the expenditures for this contract.

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to South/West Park Elementary School for the 2018-2019 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide the following Mental Health services to SW Park 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 272 () HOURS | | DAYS, under the terms of this agreement at the following location South West Park 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 \$ 16,320. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | | SHALL SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a MONTHLY PROGRESS BASIS | | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

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

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

LMFT
[Signature]
Contractor Signature Title

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

Department/Site Approval

6707 Embarcadero Dr
Stockton CA
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: 5/1/18
SUBJECT: **Approve Agreement for Special Contract Services with Valley Community Counseling to Provide one Additional Day of Mental Health Services to North School for the 2018-2019 School Year**

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

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

FUNDING: The total cost for Valley Community Counseling Services will not exceed \$12,240. North School Site Title 1 funds will pay the expenditures for this contract.

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling to Provide one Additional Day of Mental Health Services to North School for the 2018-2019 School Year.

Prepared by: Mayte Ramirez, Principal of North Elementary School and Molly Long, Coordinator of Prevention Services

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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 one additional day of mental health services to North using the following rates: \$60/hour for a BBS registered associate in Social Work, Marriage and Family Therapy, Marriage and Family Clinical Counseling, or Clinical Psychology; or \$50/hour for a master's level student in a Social Work, Marriage and Family Therapy, Marriage and Family Clinical Counseling, or Clinical Psychology Program.

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

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

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

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

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

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

[Signature]
Contractor Title

Tracy Unified School District

IRS Identification Number

Valley Community Counseling
Title

Date

6707 Embarcadero Dr
Address

Account Number to be Charged

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: May 1, 2018
SUBJECT: Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Additional Mental Health Service Days to West High School for the 2018-2019 School Year

BACKGROUND: West High School would like to add additional days of mental health services using Site Title I funds during the 2018-2019 school year. Tracy Unified School District (TUSD) already provides two and a half days of mental health services to West High School, using District LCAP dollars. West High would like to add two and a half additional days of mental health services, in order to ensure that students' emotional needs are met. TUSD provides mental health services to students whose emotional state is posing as a barrier to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary and needed for students with a clinical diagnosis for a mental health disorder, for students undergoing a crisis and/or for those who have unresolved emotional issues affecting their ability to learn.

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

FUNDING: The total cost for Valley Community Counseling Services will not exceed \$37,600. West High School Site Title I Funds will pay the expenditures for this contract.

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Additional Mental Health Service Days to West High School for the 2018-2019 School Year.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: _____

Provide the following Mental Health services to West High School: 748 hours @\$50/hr, using a Master's level Intern in Social Work, Marriage Family Therapy, Marriage Family Clinical Counseling, or Clinical Psychology.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 748 () [✓] HOURS | | DAYS, under the terms of this agreement at the following location West High School

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

a. District shall pay \$ 50 per [✓] HOUR | | DAY | | FLAT RATE, not to exceed a total of \$37,600. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

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

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

[Signature] Executive Dir.
Contractor Signature Title

Trey Unified School District

IRS Identification Number:

Valley Community Counseling
Title

Date

Address

6107 Embarcadero Dr
Stockton CA
95219

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: April 27, 2018
SUBJECT: **Approve Agreement for Special Contract Services with the San Joaquin County Office of Education's Project GLAD to Provide Training to Middle/High School Teachers during the 2018-19 School Year**

BACKGROUND: Project GLAD is a model of professional development in the area of language acquisition and literacy. The strategies and model promote English language acquisition, academic achievement, and cross-cultural skills. Over 60 middle and high school teachers have been trained in previous years and are implementing the strategies. The focus at middle and high school has been with science and social studies teachers. Additional teachers have requested the training.

RATIONALE: English learners at all grade levels often struggle with academic courses. Their struggles are usually related to their limited English skills. Project GLAD is a research-based approach which has been recommended by the California State Superintendent of Schools for teachers of English Learners. This Program is specifically designed to help English-Learners develop the skills needed to increase their English language acquisition, while focusing on grade-level standards. Project GLAD develops metacognitive use of high-level, academic language and literacy. At the middle and high school levels, the focus has been on Science and Social Studies teachers. The GLAD trainers provided by the San Joaquin County Office of Education (Suzette Campbell and Jacqueline Villines) are experts in the use of GLAD strategies at all grade levels and subject areas. The Project GLAD training includes a 2 day intensive workshop on the strategies (May 29-30, 2019) and a four day demonstration which will be held in a summer school class (June 3-6, 2019). This Agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The cost for the full training of twenty (20) teachers is \$21,000 and will be paid out of Title III funds. There will be a separate cost for materials of \$4,000.

RECOMMENDATION: Approve Agreement for Special Contract Services with the San Joaquin County Office of Education's Project GLAD to Provide Training to Middle/High School Teachers during the 2018-19 School Year.

Prepared by: Carol Anderson-Woo, Director of Curriculum, Accountability and Continuous Improvement

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and SJCOE Project GLAD - Jacqueline Villines and Suzette Berhorst, 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 full Project GLAD training for 20 middle/high school teachers including the 2-day intensive workshop (May 29-30, 2019) and the 4-day demonstration during summer school (June 3-6, 2019)

Project GLAD binders will be purchased by the District.

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 six (6) () [] HOURS [X] 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 \$ \$1025/teacher per [] HOUR [] DAY **FLAT RATE**, not to exceed a total of \$ 21,000. 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 September 1, 2018, and shall terminate on June 30, 2019.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Julianna Stocking, at (209) 830-3210 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [] WILL [] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Suzette H. Sargent Garden Villines, Consultant
Contractor Signature Title

Tracy Unified School District

IRS Identification Number

Project GLAD Consultants

Title

26654 Narcissus, Escalon CA 95320

Address

20354 Santa Fe Rd., Escalon CA 95320

Date

(Title III)

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: April 27, 2018
SUBJECT: Approve Agreement for Special Contract Services with the San Joaquin County Office of Education's Project GLAD to Provide Follow-Up to Previously Trained Middle/High School Teachers during the 2018-19 School Year

BACKGROUND: Project GLAD is a model of professional development in the area of language acquisition and literacy. The strategies and model promote English language acquisition, academic achievement, and cross-cultural skills. Over 60 middle and high school teachers have been trained in previous years and are implementing the strategies. Teachers are provided opportunities to participate in follow-up professional development to deepen their understanding and refine their skills in using the many Project GLAD strategies.

RATIONALE: English learners at all grade levels often struggle with academic courses. Their struggles are usually related to their limited English skills. Project GLAD is a research-based approach which has been recommended by the California State Superintendent of Schools for teachers of English Learners. This Program is specifically designed to help English-Learners develop the skills needed to increase their English language acquisition, while focusing on grade-level standards. Project GLAD develops metacognitive use of high-level, academic language and literacy. At the middle and high school levels, the focus has been on Science and Social Studies teachers. The GLAD trainers provided by the San Joaquin County Office of Education (Suzette Berhorst and Jacqueline Villines) are experts in the use of GLAD strategies at all grade levels and subject areas. The Project GLAD follow up workshops will provide four half-day workshops with previously trained middle and high schools teachers. Teachers will attend two of these follow-up days (August 16 and 17, 2018 and November 1 and 8, 2018). This Agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The cost for these workshops is \$4000 and will be paid out of Title III funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with the San Joaquin County Office of Education's Project GLAD to Provide Follow-Up to Previously Trained Middle/High School Teachers during the 2018-19 School Year.

Prepared by: Carol Anderson-Woo, Director of Curriculum, Accountability and Continuous Improvement

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and SJCOE Project GLAD - Jacqueline Villines and Suzette Berhorst, 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 follow-up training to middle/high school teachers who have been previously trained in Project GLAD. Half-day (morning) workshops will be provided on Thursday, August 16; Friday, August 17; Thursday November 1; and Thursday, November 8, 2018. There will be two presenters on each day at a cost of \$500/presenter/day for a total of \$1000/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 four (4) HALF () [] HOURS [X] 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 \$ \$1000 per [] HOUR [X] DAY [] FLAT RATE, not to exceed a total of \$ 4,000. 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 August 1, 2018, and shall terminate on June 30, 2019.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Julianna Stocking, at (209) 830-3210 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [] WILL [] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:


Contractor Signature


Title

Tracy Unified School District

IRS Identification Number

Project GLAD Consultants

Title

26654 Narcissus, Escalon CA 95320

Address

20354 Santa Fe Rd., Escalon CA 95320

Date

(Title III)

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: May 9, 2018
SUBJECT: **Approve Agreement for Special Contract Services with Teaching Proficiency through Reading and Storytelling (TPRS) for World Language Teachers during the 2018-2019 School Year**

BACKGROUND: Best practices for World Language instruction call for delivering instruction primarily in the target language and building proficiency with opportunities for interactions in real-world contexts. Teaching Proficiency through Reading and Storytelling (TPRS®) is a foreign language teaching method that stands for Teaching Proficiency through Reading and Storytelling. It began as a teaching strategy created by a Spanish teacher, Blaine Ray in the late 1980's. TPRS builds proficiency in the use of grammatical structures by having the students read and invent stories. Using TPRS, the teacher creates a context in which the target structures and vocabulary return repeatedly within a conversation. In this context, students acquire proficiency in a natural, conversational way. They are not learning *about* the language; they are learning *to use* the language. World language teachers expressed a desire to have formal training in TPRS and received initial training during the 2017-2018 school year.

RATIONALE: According to the Partnership for 21st Century Learning (P21), proficiency in more than one language is an essential 21st century skill. Their 21st Century Skills Map, designed in cooperation with the American Council on the Teaching of Foreign Languages, emphasizes the need for language instruction to focus on students using the language to communicate and collaborate. Continued professional development in TPRS will give our world language teachers additional tools and strategies to meet these demands. This contract includes 10 days of contractor support to teachers with professional development and in-classroom coaching as well as \$17,000 worth of materials to support the use of these strategies in classrooms. This Agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The cost for this training is not to exceed \$25,000 for the 2018-2019 school year to be paid out of LCAP funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Teaching Proficiency through Reading and Storytelling (TPRS) for World Language Teachers during the 2018-2019 School Year.

Prepared by: Dr. Carol Anderson-Woo, Director of Curriculum, Accountability and Continuous Improvement

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 TPRS Books, 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 ten (10) days of professional development on TPRS to World Language teachers on August 1-2, 2018, September 17-18, 2018 (2 consultants); January 14-15, 2019; and March 18-19, 2019. TPRS is Teaching Proficiency through Reading and Storytelling. The package includes \$17,000 in materials for teachers to support the implementation of TPRS in World Language Classrooms, along with the ten days of PD.

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 ten () [] HOURS [X] 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 \$ see above per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 25,000. 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 August 1, 2018, and shall terminate on May 1, 2019.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Rob Pecot, at (209) 830-3275 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor WILL WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:


Contractor Signature _____ Owner
Title

Tracy Unified School District

IRS Identification Number _____

Date

TPRS Books (Von Ray)

(LCAP)

Title

Account Number to be Charged

9830 S. 51st. St.

Department/Site Approval

Address

Ste. B 114

Budget Approval

Phoenix, AZ 85044

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 10, 2018
SUBJECT: **Approve Agreement for Special Contract Services with Professional Tutors of America for Compensatory Education of Academic Tutoring for the 2018-2019 School Year**

BACKGROUND: Board approval is requested to contract with Professional Tutors of America for private in home/service provider's location compensatory educational tutoring for a student. Special Education Administration would like to contract with Professional Tutors of America, to fulfill the agreed upon compensatory education and to remain compliant with the confidential settlement agreement.

RATIONALE: Districts must offer a continuum of services including, when necessary, compensatory education to students with exceptional needs. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or 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: Expenses for this contract are billed at \$75.00 per hour. There are approximately 50.25 hours remaining with May-June 2018 still to be billed. Total contract expenses will not exceed a total of \$ 3,768.75 from July 1, 2018 through December 1, 2018. Special Education contract expenses are funded through 602 funding for Special Education, and budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with Professional Tutors of America for Compensatory Education of Academic Tutoring for the 2018-2019 School Year.

Prepared by: Katharine R. Alaniz, Director of 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 Professional Tutors of America, 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 compensatory academic tutoring to student based on the following: Student is entitled to a total of 80 comp. hours for academic tutoring per confidential settlement agreement to be utilized by December 1, 2018. As of April 30th, 2018 the remaining hours to be billed are 50.25 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 up to 50.25 hours, [] HOURS [] DAYS, under the terms of this agreement at the following location _____.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 75.00 per [] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 3,768.75. 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 July 1, 2018, and shall terminate on December 1, 2018.
5. This agreement may be terminated at any time during the term by either party upon 10 days (10) days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Kathy Alaniz, Dir. SpEd., 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	Tracy Unified School District	_____
IRS Identification Number	CEO	Date	_____
Title	3350 E. Birch St., Suite 108	Account Number to be Charged	_____
Address	Brea, CA 92821	Department/Site Approval	_____
_____	_____	Budget Approval	_____
_____	_____	Date Approved by the Board	_____



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 10, 2018
SUBJECT: **Approve Agreement for Special Contract Services with SUMA Kids, Inc. for Occupational Therapy and Assistive Technology Services for the 2018-2019 School Year**

BACKGROUND: Special Education students may require Occupational Therapy and Assistive Technology services as part of their Individual Education Plan. Occupational Therapy (O.T.) helps improve fine motor coordination and sensory integration skills. Assistive Technology (A.T.) provides alternatives to writing through the use of low-tech and hi-tech devices. Many of our special day class students currently have O.T./A.T. written into their IEPs, and several more are awaiting O.T./A.T. assessment. SUMA Kids, Inc. provides Occupational Therapy and Assistive Technology services through a licensed Occupational Therapist and certified Assistive Technology Specialist as required by students' IEPs. Approval is necessary at this time to remain compliant with services on IEPs.

RATIONALE: Tracy Unified School District does not have a licensed Occupational Therapist or Assistive Technology Specialist employed in the District; therefore, it is necessary to provide these services through a contract arrangement. SUMA Kids, Inc. will provide services to students at their school site, and provide the teachers with consultation to carry over the therapy in daily instruction. This request supports District 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: There will be two contracts; one for Occupational Therapy and the other for Assistive Technology. Expenses for the Occupational Therapy contract will be \$68,628.00. Expenses for the Assistive Technology contract will be \$19,500.00. The total expenses for both contracts will not exceed \$88,128.00 for the fiscal year beginning July 1, 2018, and ending June 30, 2019. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with SUMA Kids, Inc. for Occupational Therapy and Assistive Technology Services for the 2018-2019 School Year.

Prepared by: Katharine R. Alaniz, Director of 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 SUMA Kids, 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: Assistive Technology services including assessment, direct service to students, consultation to staff and students, report writing and attendance at IEP meetings.

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 up to 10 assessments () | | HOURS | | DAYS, under the terms of this agreement at the following location any and all school sites in TUSD.

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

- a. District shall pay \$ 1850.00 per | | HOUR | | DAY |✓| FLAT RATE, not to exceed a total of \$ 19,500.00. 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 July 1, 2018, and shall terminate on June 30, 2019.

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

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

Ange Dwyer, OTR/L
Contractor Signature Title

IRS Identification Number
Owner/Director

Title
1190 Burnett Ave. Suite D

Address
Concord, CA 94510

May 7, 2018

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

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 SUMA Kids, 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: Occupational therapy services including assessment, direct service to students, consultation to staff and students, report writing and attendance at IEP meetings.

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 21 hrs. per week () [✓] HOURS [] DAYS, under the terms of this agreement at the following location at all school sites in TUSD or the student's home.

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

- a. District shall pay \$86.00 per [✓] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$68628.00. 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 July 1, 2018, and shall terminate on June 30, 2019.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Katharine R. Alaniz, 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:
Ange Dwyer, OTR/L
Contractor Signature Title

MS Identification Number
Owner/Director

Title
1190 Burnett Ave. Suite D
Address
Concord, CA 94510

May 7, 2018

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: May 10, 2018
SUBJECT: Approve Agreement for Special Contract Services with Allyson Moore, Behavior Consultant, to Provide Mental Health Evaluations to Special Education Students during the 2018-2019 School Year

BACKGROUND: Under the provisions of AB 114, school districts must now provide any mental health services necessary for students with disabilities to receive Free and Appropriate Public Education (FAPE) or benefit from the special education program. Ms. Moore has a lengthy history with Tracy Unified School District (TUSD). As a Board Certified Behavior Analyst (BCBA) and Licensed Marriage and Family Therapist (LMFT), she presents unique skills to assist TUSD in developing programs and conducting assessments to meet the needs of our students, especially students with Autism, as required by AB 114. Approval is required at this time to remain compliant with services on IEPs.

RATIONALE: School districts are now required to provide mental health evaluations and concurrent behavior analysis to children with IEPs. Tracy Unified School District (TUSD) is utilizing outside sources to provide training to current psychologists as well as consultation for higher levels of need that TUSD must service under the AB114 regulations. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Expenses for this contract are billed at \$130.00 per hour. Total contract expenses will not exceed a total of \$ 46,800.00 from July 1, 2018 through June 30, 2019. Funding for Mental Health expenses are budgeted in account #01-6512-0-5750-1110-4300-810-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with Allyson Moore, Behavior Consultant, to Provide Mental Health Evaluations to Special Education Students during the 2018-2019 School Year.

Prepared by: Katharine R. Alaniz, Director of 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 Allyson Moore, LMFT/BCBA, 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 evaluations as an LMFT (Licensed Marriage and Family Therapist) and concurrent BCBA (Board Certified Behavior Analyst) related to emotional needs for students and family.

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 30 HOURS PER MONTH, [] HOURS [] DAYS, under the terms of this agreement at the following location any and all school sites in TUSD.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 130.00 per [] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$46,800.00. 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 July 1, 2018, and shall terminate on June 30, 2019.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days' written notice of termination delivered by certified mail, return receipt requested.

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

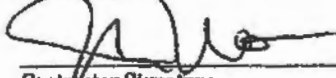
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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


Contractor Signature
Title
Consultant
9/6/18
IRS Identification Number
Title
P.O. Box 189
Address
Mill Valley, CA 94942-0189

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 11, 2018
SUBJECT: Approve Overnight Travel for Kimball High School (KHS) Cheerleaders to Attend Cheer Camp at UC Santa Cruz on June 25-27, 2018

BACKGROUND: The Kimball High School (KHS) Cheerleaders have been invited to attend a Cheerleading camp at UC Santa Cruz on June 25-27, 2018. They will learn new techniques, routines, compete in different competitions and be able to bond as a team. Twenty-nine (29) students, Advisor, Jessica Ruth and Assistant Coach, Elizabeth Tait will attend this event. They will travel to Santa Cruz, CA on the morning of June 25 and will return on Wednesday, June 27. Parents will drive their own student to and from the event. Students will stay in the UC Santa Cruz dorms. Advisor, Jessica Ruth, Assistant Coach, Elizabeth Tait and UC Santa Cruz event staff will provide supervision.

RATIONALE: The KHS Cheerleaders have worked hard to be able to attend this camp. It is a great opportunity to represent the city of Tracy at the camp where they will demonstrate their team dynamics. They will also have an opportunity to meet and interact with cheerleaders from across California. This Agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There will be no cost to the District. The total cost per member will be \$350.00, which includes camp fees, lodging, meals and coach's fees. The funding for this trip will be paid by parent support, donations raised by the students and parents who choose to participate in this event.

RECOMMENDATION: Approve Overnight Travel for Kimball High School (KHS) Cheerleaders to Attend Cheer Camp at UC Santa Cruz on June 25-27, 2018.

Prepared by: Robert Pecot, Principal, Kimball High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 11, 2018
SUBJECT: **Approve Overnight Travel for the Kimball High School (KHS) Dance Team to Attend Dance Camp at UC Santa Cruz on July 27-30, 2018**

BACKGROUND: The Kimball High School (KHS) Dance team has been invited to attend a Dance camp at UC Santa Cruz on July 27-30, 2018. The camp will provide the KHS Dance Team the opportunity to learn new techniques, routines, compete in different competitions and be able to bond as a team. Sixteen (16) students and Advisor, Chelsea Reilley will attend this event. Students will travel to Santa Cruz, CA on July 27 and return home on July 30. Parents will drive their own student to and from the event. Students will stay in the UC Santa Cruz dorms. Chelsea Reilly (advisor) and UC Santa Cruz Camp staff will provide supervision at the camp.

RATIONALE: The KHS Dance Team has worked hard to be able to attend this camp. It is a great opportunity to represent the city of Tracy at the camp where they will demonstrate their team dynamics. They will also have an opportunity to meet and interact with dancers from across California. This Agenda meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There will be no cost to the District. The total cost per member will be \$420.00 and includes camp fees, lodging, meals and coach's fees. Funding for this trip will be paid by parent support and donations raised by the students who are participating in the event.

RECOMMENDATION: Approve Overnight Travel for the Kimball High School (KHS) Dance Team to Attend Dance Camp at UC Santa Cruz on July 27-30, 2018.

Prepared by: Rob Pecot, Principal, Kimball High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 10, 2018
SUBJECT: **Approve Overnight Travel for the Tracy High School Yearbook Design Students to Attend the Bay Area Yearbook Seminar at the University of California, Santa Cruz in Santa Cruz, CA on June 26-28, 2018**

BACKGROUND: The leaders of the Tracy High School Yearbook Design class would like to attend the Bay Area Yearbook Seminar at the University of California, Santa Cruz. Five students and Advisor, Stacy Browne will attend the seminar. Transportation will be provided by each student's parent. Students and Advisor, Stacy Browne will stay in the dorms at the University of California, Santa Cruz. The students will be chaperoned by the Advisor during this trip.

RATIONALE: The opportunity to participate in a three-day intensive yearbook seminar will be invaluable to the Tracy High School Yearbook students. It will provide the students with the importance of teamwork. At the Yearbook Seminar, students will create a theme, plan the page ladder and design the templates for the 2018-2019 yearbook. This Agenda request aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal # 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There will be no cost to the District. Registration, food and lodging will be paid by the ASB yearbook funds.

RECOMMENDATION: Approve Overnight Travel for the Tracy High School Yearbook Design Students to Attend the Bay Area Yearbook Seminar at the University of California, Santa Cruz in Santa Cruz, CA on June 26-28, 2018.

Prepared by: Jason Noll, Principal, Tracy High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 10, 2018
SUBJECT: **Approve Overnight Travel for West High Cross Country Team High Altitude Training in Arnold, CA on July 16-19, 2018**

BACKGROUND: West High Cross Country Team will host 25 runners and 4 adults in a summer field trip to Arnold, California for High Altitude Training. Students will stay at the Elements Lodge, 5505 Meko Drive, Camp Connell, CA 95223 for 3 nights. Coach and Teacher, Theresa James will lead this field trip and use parents to drive and chaperone students. Her parent chaperones have been cleared through the District as volunteers and will have the necessary parent permissions to drive any student who is not their own.

RATIONALE: The West High Cross Country Team will host a high altitude-training event this summer that will create opportunity for the team to bond together as a unit and simultaneously give its members experience with high altitude running. This type of conditioning will prepare them for a season of various courses and environments, ready to excel. The goal is to build stamina and teach students how to care for their bodies as runners, in different environments. This Agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college or careers.

FUNDING: The individual cost is \$150 per student athlete. The approximate cost will be \$2,957, which will be paid by ASB funds from Cross-country fundraisers. There will be no cost to Tracy Unified School District.

RECOMMENDATION: Approve Overnight Travel for West High Cross Country Team High Altitude Training in Arnold, CA on July 16-19, 2018.

PREPARED BY: Dr. Zachary Boswell, Principal, West High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 4, 2018
SUBJECT: **Approve Overnight Travel for West High Track Team and Four Coaches to Attend the CIF State Championships on May 31 – June 3, 2018**

BACKGROUND: The State Championships are the number one high school track meet in California. All athletes must qualify to get an invitation to this event and only the best athletes in the United States are eligible to compete. College and Olympic coaches attend this meet scouting for talent to enhance their programs, so the exposure for West High athletes is substantial. Coaches, TJ Williams, Frank Lozano, Sarah Telloian, and Bob Loggins will chaperone and transport 11 student athletes (7 girls and 4 boys) to the event in Tracy Unified School District vans. The team will leave West High School on May 31st and return on June 3, 2018. Students and chaperones will stay at the Hampton Inn & Suites, 855 Gettysburg Avenue, Clovis, Ca.

RATIONALE: The West High Track Team works hard throughout the year attending various qualifying track meets. As they compete and win, they advance. The State Championship meet is a very prestigious State competition and the West High Track Team is extremely honored to be a part of such an acknowledged and special event. The final number of students attending will vary depending upon which ones qualify at the next competition level. All students who qualify will be offered the opportunity to attend. This Agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Costs are estimated at \$125.00 per person. The West High Athletic Department will pay and/or reimburse Entry fees, gas and track related expenses upon presentation of receipts for the entire event. There will be no cost to Tracy Unified School District. The expenditures to attend this optional camp are paid through fundraising efforts and parent donations.

RECOMMENDATION: Approve Overnight Travel for West High Track Team and Four Coaches to Attend the CIF State Championships on May 31 – June 3, 2018.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 10, 2018
SUBJECT: **Approve Overnight Travel for West High School Air Force JROTC to Attend Cadet Leadership Camp in San Luis Obispo on July 8-15, 2018**

BACKGROUND: Approximately 14 cadets will attend Cadet Leadership Camp in San Luis Obispo on July 8-15, 2018 to learn marksmanship, navigation, drill, obstacle courses and leadership concepts from skilled officers. The purpose of this camp is to build good leaders. To be a good leader you must develop the ability to listen, follow directions and learn to be a team player. District employee, Coach, Theodore Williams and Bohn Elementary School teacher, Kimee Mate, will escort the cadets. The team of 10 males and 4 females will be transported in District vans; to the Cadet Camp and will stay on the grounds until they return on July 15, 2018.

RATIONALE: West High JROTC program is still in its infancy stage. The JROTC members will greatly benefit from the experience and exposure of attending this camp. This group of cadets have shown leadership ability throughout the school year and passed the officer interview process. They are now qualified to become officers and will support the West High students and JROTC program throughout the 2018-2019 school year as the program transitions into new leadership. As part of their instruction, they must attend a camp specifically for leadership training. This Agenda request aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The estimated cost of this event is \$150 per person. West High JROTC cadets have completed fundraisers and received a donation specifically for this camp. We anticipate a reimbursement from the U.S. Air Force for student meals, gas and transportation. West High Parents will pick up a certain amount of the bill and finally site department funds will pick up some of the expense associated with this event. We anticipate that all expenses will be covered with minimal TUSD participation.

RECOMMENDATION: Approve Overnight Travel for West High School Air Force JROTC to Attend Cadet Leadership Camp in San Luis Obispo on July 8-15, 2018.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 10, 2018
SUBJECT: Approve Overnight Travel for West High Varsity Volleyball Team for the 2018 – 2019 Season

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

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

RATIONALE: Competing in these tournaments will help the West High Volleyball program build skill and speed in order to be more competitive at the highest level in the CIF League. Students will travel with their parents to each tournament. Parents who cannot attend will give permission for the Varsity Volleyball Coach, Christine Toon, to chaperone their student(s). Those students will travel in a District van or Coach Toon’s vehicle, depending upon the number of students who need a ride. The team will stay at the Residence Inn, 9845 Gateway Dr., Reno and Homewood Suites, 835 Gettysburg Ave. Clovis while at the tournaments. Chaperones for this event will be Varsity Coach, Christine Toon, Assistant Coach, Gloria Knaus and Assistant Coach, David Valdez. Student athletes will stay in rooms with their parents and the chaperones will secure three rooms. The team will miss one day of school and an opportunity will be provided for them to complete their homework during the trip. This Agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; 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 West High Varsity Volleyball team will hold fundraisers to pay for hotel rooms and tournament fees. There is no cost to Tracy Unified School District for participation in these events.

RECOMMENDATION: Approve Overnight Travel for West High Varsity Volleyball Team for the 2018 – 2019 Season.

PREPARED BY: Dr. Zachary Boswell, Principal, West High School



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: May 9, 2018
SUBJECT: **Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment**

BACKGROUND:

MANAGEMENT RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Beeson, Jodiann Program Administrator	Staff Development	6/29/18	Personal
Gornto, Kristine Program Administrator	Special Education	6/30/18	Personal
Vergara, Lemuel Principal, K-5	BES	6/08/18	Personal

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Berlin-Green, Gina SDC Young Adult Program	SHS	6/30/18	Personal
Cleaver, Sarah 6 th Grade	MVMS	6/30/18	Personal
Goossen, Cynthia LSH	DEC	6/30/18	Personal
Hampton, Michelle Kindergarten	GKES	6/7/18	Personal
Harvey, Andrea Art Teacher	THS	5/25/18	Personal

Pellizzer, Nancy LSH	DEC	6/30/18	Personal
Syed, Melissa LSH	DEC	6/30/18	Personal
Wilson, Karen LSH	DEC	6/30/18	Personal
Yeoman, Jill 4 th Grade (Conventional)	SWP	5/25/18	Personal

BACKGROUND:

CERTIFICATED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Hagerty, Cynthia SDC Preschool	MES	6/30/18
Lee, Kenneth Adult School Teacher	Adult School	5/25/18
Leigh, Deborah 3 rd Grade	JES	5/25/18

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Arroyo, Alexander Groundskeeper I	WHS	5/2/18	Accepted an Irrigation Specialist/ Grounds Mechanic position
Del Rio Renta, Virgen Bilingual Para Educator I	THS	5/28/18	Personal
Katarzy, Jessica Preschool Instructor	VES	5/28/18	Personal
Wilson, Mikayla School Supervision Assistant	MVMS	5/11/18	Accepted a School Supervision Assistant position with

BACKGROUND:

CLASSIFIED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Pulliam, Elaine Payroll Technician	DEC	8/31/18
Zanassi, Roxanne Food Service Worker	KHS	5/25/18

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

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 9, 2018
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

CLASSIFIED

Arroyo, Alexander

Irrigation Specialist/Grounds Mechanic
(Replacement)
Range 36, Step C - \$20.80 per hour
8 hours per day
Funding: Ongoing and Major Maintenance

Cumplido, Zarai

Account Clerk (Replacement)
Food Services
Range 35, Step B - \$19.41 per hour
8 hours per day
Funding: Child Nutrition – School Program

Delange, Tess

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

Garcia Castellon, Mary

Food Service Worker (Replacement)
South West Park
Range 22, Step B - \$14.35 per hour
2 hours per day
Funding: Child Nutrition – School Program

Patnala, Anuradha

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

Wilson, Mikayla

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

BACKGROUND:

Lawrence, Joe

COACHES

Varsity Boys basketball
Kimball High
Stipend: \$5,578..73

RECOMMENDATION: Approve Classified, Certificated and/or Management
Employment

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 10, 2018
SUBJECT: Approve Employment of 2018 Summer School Staff

BACKGROUND: Applications for summer school were received from staff, and interviews were conducted for the 2018 summer school session. Assignments for the 2018 summer school session were made as shown on the attached pages. Additional staff will be added as needed and as selections are made.

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

RECOMMENDATION: Approve Employment of 2018 Summer School Staff.

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

2018 Summer School Staff

Last	First	Position	Summer School Site	Approximate Total Salary
Adair	Sara	Biology Teacher	Monte Vista	\$ 3,934.43
Aguilar	Maria Carmen	Food Service Worker	Monte Vista Middle School	\$ 3,207.20
Albano	Justin	Special Education 3rd Grade Teacher	McKinley	\$ 4,348.58
Alvaro	Sherri	Para Educator	McKinley	\$ 1,947.75
Ap'e	Michelle	Para Educator	McKinley	\$ 1,812.30
Arce	Sandra	Para Educator	North School	\$ 759.44
Arnaudo	Stacey	Title I Project-Based and Literacy – Kinder Teacher	North School	\$ 4,555.65
Arroyo	Silvia	Kinder Bridge Program Teacher	North School	\$ 1,656.60
Asami	Eric	Title I Project-Based and Literacy - 7th Grade Teacher	Monte Vista	\$ 4,555.65
Backster	Julie	High School Bridge Program Teacher	West High School	\$ 2,277.83
Baker	Charlene	Title I Project-Based and Literacy - 5th Grade Teacher	North School	\$ 4,555.65
Baker	Jeffrey	Principal - High School Summer Bridge Program - THS	Tracy High School	\$ 3,600.00
Barrett	Heather	Title I Project-Based and Literacy - 8th Grade Teacher	Monte Vista	\$ 4,555.65
Baxter	Stephanie	Title I Project-Based and Literacy - 3rd Grade Teacher	North School	\$ 4,555.65
Behnam	Arash	High School Bridge Program Teacher	West High School	\$ 2,277.83
Benavidez	Janice	Para Educator	McKinley	\$ 1,812.30
Broussard	Adrienne	Para Educator	Monte Vista	\$ 1,380.80
Brown	Christopher	Biology Teacher	Monte Vista	\$ 1,242.45
Buksh	Shahieda	Para Educator	McKinley	\$ 1,857.45
Cammons	Christine	Para Educator	Monte Vista	\$ 2,388.15
Carbajal	Rafael	Para Educator	McKinley	\$ 1,577.10
Cashmere	Bond	High School Bridge Program Teacher	Tracy High School	\$ 2,277.83
Cauble	Christa	Title I Project-Based and Literacy - 4th Grade Teacher	North School	\$ 4,555.65
Clark	Suzanne	Food Service Worker	Tracy High School	\$ 600.80
Cook	Sarah	Title I Project-Based and Literacy - 1st Grade Teacher	North School	\$ 4,555.65
Cordisco	Monica	Title I Project-Based and Literacy - 6th Grade Teacher	Monte Vista	\$ 4,555.65
Dander	Liane	Para Educator	Monte Vista	\$ 2,388.15
David	Imelda	Para Educator	McKinley	\$ 1,857.45
Dituri	Donna	ILC Teacher	Adult School	\$ 5,176.88
Duarte	Maria	Para Educator	North School	\$ 759.44
Eddy	John	High School Bridge Program Teacher	Kimball High School	\$ 2,277.83
Esquivel	Estrella (Star)	Summer School Attendance Clerk	Monte Vista	\$ 2,215.45
Garcia	Gina	Para Educator	McKinley	\$ 1,651.65
Garcia	Kerri	Bus Aide	McKinley	\$ 1,506.75
Garcia	Leslie	Title I Project-Based and Literacy - 2nd Grade Teacher	North School	\$ 2,070.75
Gill	Ranvir	Biology Teacher	Monte Vista	\$ 5,176.88
Golden	Michele	Food Service Worker	Kimball High School	\$ 600.80
Golfo	JoAnn	Special Education 4th Grade Teacher	McKinley	\$ 4,348.58
Greer	Cindy	Title I Project-Based and Literacy - 5th Grade Teacher	North School	\$ 4,555.65
Guerrero	Diane	Para Educator	McKinley	\$ 1,902.60
Harvey	Renaye	Title I Project-Based and Literacy Math Teacher	Monte Vista	\$ 4,555.65
Hernandez	Maristela	Para Educator	McKinley	\$ 1,812.30

Last	First	Position	Summer School Site	Approximate Total Salary
Harvey	Andrea	High School Bridge Program Teacher	Tracy High School	\$ 2,277.83
Horabuena	Gloria	Para Educator	McKinley	\$ 1,993.95
Hughes	Melissa	Title I Project-Based and Literacy - 3rd Grade Teacher	North School	\$ 4,555.65
Hundal	Ajinderjit	Algebra Teacher	Monte Vista	\$ 5,176.88
Irizarry	Anthony	High School Bridge Program Teacher	Kimball High School	\$ 2,277.83
Jacobs	Kim	Special Education K/1 Teacher	McKinley	\$ 2,484.90
James	Theresa	Algebra Teacher	Monte Vista	\$ 5,176.88
James	Robert	Cyber High Teacher	Monte Vista	\$ 5,176.88
James	Nichelle	Para Educator	McKinley	\$ 1,506.75
Jimenez	Jose	Principal - High School Summer Bridge Program - WHS	West High School	\$ 3,600.00
Johnston	Cherie	Title I Project-Based and Literacy - 6th Grade Teacher	Monte Vista	\$ 4,555.65
Juarez	Cyrus	Para Educator	Monte Vista	\$ 2,123.55
Kalathil	Baljit	Para Educator	McKinley	\$ 1,405.95
Kim	Susie	Cyber High Teacher	Monte Vista	\$ 5,176.88
Knoernschild	Geraldine	Food Service Worker	Tracy Adult School	\$ 1,316.64
Laurella	Teresa	Para Educator	McKinley	\$ 1,812.30
Lopez	Manuel	Special Education--Credit Recovery Teacher	Monte Vista	\$ 5,176.88
Marquez	Sandra	Title I Project-Based and Literacy - 4th Grade Teacher	North School	\$ 4,555.65
Matasol	Cintha	Food Service Worker	Williams Middle School	\$ 3,883.50
McMahon	Shannon	Cyber High Teacher	Monte Vista	\$ 5,176.88
Mendoza	Maria	Para Educator	McKinley	\$ 1,857.45
Mesones	Maria	Special Education 6-8 Teacher	McKinley	\$ 4,348.58
Middleton	Sheri	Special Education 2nd Grade Teacher	McKinley	\$ 4,348.58
Mireles-Jacinto	Brenda	Special Education 1st Grade Teacher	McKinley	\$ 4,348.58
Morales	Lupita	Para Educator	McKinley	\$ 1,812.30
Morelos	Marisol	Para Educator	North School	\$ 778.36
Morelos-Bedolla	Maricela	Kinder Bridge Program Teacher	North School	\$ 1,656.60
Munoz	Sandra	Para Educator	McKinley	\$ 1,415.20
Munoz	Esmeralda	High School Bridge Program Teacher	Kimball High School	\$ 2,277.83
Muzzi	Rosa	Para Educator	McKinley	\$ 1,947.75
Muzzi	Ashley	Title I Project-Based and Literacy - 3rd Grade Teacher	North School	\$ 4,555.65
Nasello	Catherine	Summer School Elementary Principal	McKinley	\$ 6,500.00
Navarro	Miriam	Attendance Clerk	North School	\$ 2,243.01
Nielsen	Heather	Title I Project-Based and Literacy - 2nd Grade Teacher	North School	\$ 2,484.90
O'Leary	Jennifer	Title I Project-Based and Literacy - 1st Grade Teacher	North School	\$ 4,555.65
Oliveira	Kathleen	Kinder Bridge Program Teacher	North School	\$ 1,656.60
Olvera	Catalina	High School Bridge Program Teacher	West High School	\$ 2,277.83
Osborn	Debbie	Para Educator	McKinley	\$ 1,947.75
Pabalan	Delgel	High School Bridge Program Teacher	Tracy High School	\$ 2,277.83
Pante	Fordeliza	Para Educator	Monte Vista	\$ 2,123.55
Pasquale	Loretta	Para Educator	McKinley	\$ 1,857.45
Pecot	Rob	Principal - High School Summer Bridge Program - KHS	Kimball High School	\$ 3,600.00

Last	First	Position	Summer School Site	Approximate Total Salary
Pedersen	Valerie	Para Educator	Monte Vista	\$ 2,446.20
Peltz	Theresa	Cyber High Teacher	Monte Vista	\$ 5,176.88
Pemberton	Christine	Para Educator	McKinley	\$ 2,084.25
Petty	Mary	Summer School Elementary Principal	North School	\$ 6,500.00
Philpott-Cefalu	Jamie	Para Educator and Bus Aide	McKinley	\$ 2,283.12
Pimentel	Christine	Para Educator	West High School	\$ 972.95
Piwowski	Melissa	Food Service Worker	Villalovoz Elementary	\$ 1,916.60
Plares	Selia	Food Service Worker	North School	\$ 2,658.60
Price	Jody	Title I Project-Based and Literacy - 2nd Grade Teacher	North School	\$ 1,035.38
Ramirez-Osorio	Rosa	Food Service Worker	Monte Vista Middle School	\$ 3,207.20
Raya	Mary	Kindergarten	McKinley	\$ 1,729.35
Robledo	Lisa	Para Educator	Monte Vista	\$ 2,388.15
Rodriguez	Deisy	Food Service Worker	West High School	\$ 658.80
Rosales	San Juana	Special Education 6-8 Teacher	McKinley	\$ 4,348.58
Ruiz	Susana	Food Service Worker	McKinley Elementary	\$ 2,365.65
Sanchez	Denise	Title I Project-Based and Literacy - 4th Grade Teacher	North School	\$ 4,555.65
Sandoval	Nico	High School Bridge Program Teacher	West High School	\$ 2,277.83
Scheuerlein	Robyn	Para Educator	McKinley	\$ 2,157.50
Silva	Aine	Title I Project-Based and Literacy - 1st Grade Teacher	North School	\$ 4,555.65
Silver	Barbara	Summer School High School Principal	Monte Vista	\$ 7,700.00
Spikes	Danielle	Food Service Worker	Williams Middle School	\$ 4,055.40
Stiles	Wesley	ILC Teacher	Adult School	\$ 5,176.88
Taylor	Veronica	Title I Project-Based and Literacy - 4th Grade Teacher	North School	\$ 4,555.65
Thakur	Sulakshana	Para Educator	McKinley	\$ 1,729.35
Tomlin	Laurie	Summer School High School Counselor	Monte Vista	\$ 910.00
Toon	Christine	Special Education 6-8 Teacher	McKinley	\$ 4,348.58
Tucker	Chris	Special Education 5th Grade Teacher	McKinley	\$ 2,070.75
Vallotton	Wayne (Dave)	TYAP Teacher	Monte Vista	\$ 5,176.88
Vallotton	Amy	TYAP Teacher	Monte Vista	\$ 5,176.88
Vatran	Kristyn	Para Educator	McKinley	\$ 1,812.30
Vik	Shelby	Title I Project-Based and Literacy - Kinder Teacher	North School	\$ 4,555.65
Vik	Marlene	Para Educator	Tracy High School	\$ 972.95
Webb	Tommy	Title I Project-Based and Literacy - 7th Grade Teacher	Monte Vista	\$ 4,555.65
Webb	Justine	Title I Project-Based and Literacy - 2nd Grade Teacher	North School	\$ 4,555.65
Wheeler	Rebecca	Title I Project-Based and Literacy - 2nd Grade Teacher	North School	\$ 3,520.28
Worden	Angela	Special Education Pre K Teacher	McKinley	\$ 4,348.58
Yahne	Marissa	Food Service Worker	North School	\$ 2,260.13
Yang	Jason	High School Bridge Program Teacher	Kimball High School	\$ 2,277.83
Zamudio	Diana	Attendance Clerk	McKinley	\$ 1,902.29
Zuniga	Tanya	Para Educator	McKinley	\$ 1,902.60



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: May 15, 2018
SUBJECT: Receive Peer Assistance and Review Annual Report for the 2017-2018 School Year

BACKGROUND: During the 2009-2010 school year, the Tracy Educators Association (TEA) and the Tracy Unified School District brought back the Peer Assistance and Review (PAR) program. The Program continues to operate during the 2017-2018 school year.

RATIONALE: The Peer Assistance and Review Program (PAR) allows exemplary teachers (Consulting Teachers) to assist certain permanent and beginning teachers in the areas of instructional skills, pupil progress, learning environment/classroom management, adherence to curricular/learning objectives, and/or related aspects of his or her teaching performance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving their performance.

Pursuant to Article XXXVI, Peer Assistance and Review (PAR), the Joint Committee is required to submit an annual report to the Governing Board regarding the program's impact. The attached annual report from the Joint Committee includes a summary of the program activities and recommendations of the Joint Committee.

This aligns with 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.

RECOMMENDATION: Receive Peer Assistance and Review Annual Report for the 2017-2018 school year.

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

PEER ASSISTANCE AND REVIEW PROGRAM

2017-2018 Annual Report

Referred Participants:

The PAR program served three teachers who were mandatory referrals during the 2017-18 school year. Two of the participants entered the program in the Fall of 2016 and both were recommended to continue for the 2017-2018 school year as mandatory participants. Of these participants, one has been recommended to continue PAR program services through November of 2018. The other participant met the program goals and will be exiting the PAR program this year. The third mandatory participant entered the program in the Fall of 2017. This participant also met program goals, and will be exiting the PAR program this year.

A current voluntary participant will be a mandatory participant for the 2018-2019 school year. In addition, one other teacher will be assigned to PAR as a mandatory participant based on their 2017-2018 final evaluations.

Voluntary Participants:

During the 2017-18 school year, the PAR program served four voluntary participants. Two of the voluntary participants began services in August of 2016. One has met program goals and will be discontinuing services based on the recommendation of the consulting teacher. The other participant will continue with services through October of 2018 as the consulting teacher working with this participant took a leave of absence during the service period. The third voluntary participant entered the program in October of 2017. This participant will now be a mandatory participant for the 2018-2019 school year as referenced above. The fourth voluntary participant began receiving services in January of 2018 and will continue to receive services in the 2018-2019 school year.

Consulting Teachers Training and Support:

On July 25 and 26, 2017, Consulting Teachers had the option to attend *Mentoring Matters: A Practical Guide to Learning-Focused Relationships with Induction Mentors* presented by Lisa Danielson. This two-day training supported Consulting Teachers in building focused relationships with teachers. Consulting Teachers were also trained in using the PAR documentation forms.

A series of six (6) workshop sessions were provided through Staff Development that supported Consulting Teachers in building focused relationships with teachers and in using and completing the PAR program forms. Consulting teachers learned structures, strategies, and tools for mentoring and supporting colleagues in meeting their goals. These sessions provided 'just in time' support for Consulting Teachers to address challenges in working with participating teachers, whether mandatory or voluntary participants.

Participating Consulting Teachers were also provided with the *Mentoring Matters* text.

Workshop dates	Number of Attendees
August 8, 2017 3:30-5:30 PM	4
September 14, 2017 3:30-5:30 PM	3
October 26, 2017 3:30-5:30 PM	3
January 11, 2018 3:30-5:30 PM	3
February 8, 2018 3:30-5:30 PM	2
May 17, 2018 3:30-5:30 PM	TBD

As there is still a need for additional Consulting Teachers to cover all academic content areas and grade levels, applications have been sent to interested teachers and will be processed as they are received.

Topics/Activities Covered in the Peer Assistance Program (PAR):

The Joint Committee meets monthly to review reports from consulting teachers, to monitor progress and provide support as needed. Consulting teachers present their reports in person at least three times per year.

The funding for the PAR Program serves voluntary and mandatory participants, as well as the New Teacher Induction Program. This year funds were allocated to provide the *Mentoring Matters* books for all consulting teachers as identified above, to provide a participating teacher and the consulting teacher with *The Art and Science of Teaching* by Marzano to utilize for book study purposes, and to order classroom materials in support of a participating teacher's growth goals. Per the Master Agreement, the previous year's revenue monies not used by the PAR Program will be used in the BTSA/Induction Program during the following year.

Recommendations:

For the 2018-2019 school year, the Joint Panel recommends:

- All active Consulting Teachers should continue to work with their Participating Teachers (newly identified and continuing) for the 2018-2019 school year. It is important that the Consulting Teacher work with their Participating Teacher *before school starts* in order to set up the classroom and to design and implement structures and routines to ensure an effective and healthy learning environment for all students.
- The Joint Committee should develop training materials that could be used with site administrators and with teachers to inform them about the PAR program and its benefits. The goal would be to present a training for these materials at a Fall 2018 management meeting for all administrators to take back to their sites for implementation with their teachers.
- The Joint Committee will continue to remind Site Administrators and TEA Members annually about the benefits of volunteering for PAR participation and that the PAR Program is available to all permanent teachers on a voluntary basis at any time during the school year.
- The Joint Committee continue to gather feedback from participating teachers and consulting teachers to evaluate the effectiveness of their PAR experience.
- The Joint Committee continue to provide on-going support to Consulting Teachers in partnership with Staff Development. The committee believes this training should be an expectation for consulting teachers providing service to mandatory participants.

Respectfully submitted,

PAR Joint Committee Members:

Tammy Jalique, Chair (District Rep)

Kimberly Jacobs, (TEA Rep)

Melissa Beattie, District Rep

John Anderson, TEA Rep

Janis Green, TEA Rep



ADMINISTRATIVE SERVICES MEMORANDUM

To: Board of Education
From: Dr. Brian R. Stephens, Superintendent
Date: May 17, 2016
Subject: Adopt Resolution #17-29 Specifications of the Election Order

BACKGROUND: The regular biennial election of governing board members is ordered by law pursuant to Section 5000 of the Education Code to fill offices of members of the governing board in any school district or community college district.

RATIONALE: In order to participate in a consolidated election with San Joaquin County, the Board of Trustees must pass a resolution to do so. In effect, this resolution places the election of Trustees on the General Election Ballot of November 6, 2018.

FUNDING: N/A.

RECOMMENDATION: Adopt Resolution #17-29 Specifications of the Election Order.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 17-29
Specifications of the Election Order**

WHEREAS, the regular biennial election of governing board members is ordered by law pursuant to Section 5000 of the Education Code to fill offices of members of the governing board in any school district or community college district; and

WHEREAS, the governing board member election shall be held on Tuesday, November 6, 2018; and

WHEREAS, the purpose of the election is to elect four (4) members of the Governing Board of the Tracy Unified School District, in San Joaquin County, as follows:

Four (4) Trustees – area at large – four-year terms

WHEREAS, the Clerk or Secretary of the Governing Board shall deliver, no later than June 22, 2018, two copies of this Resolution and Order to the county Superintendent of Schools, and one copy to the San Joaquin County Registrar of Voters.

NOW, THEREFORE BE IT RESOLVED, that the Governing Board of the Tracy Unified School District of San Joaquin County, being the Board authorized by law to make the designations therein, certifies the Specification of the Election Order as presented.

PASSED AND ADOPTED this 22nd day of May, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: May 9, 2018
SUBJECT: Adopt Revision to BP 3270 and Acknowledge revision to AR 3270 Sale and Disposal of Books, Equipment, and Supplies (Second Reading, Intent to Adopt)

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

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

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

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

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

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

Sale and Disposition of Books, Equipment and Supplies

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

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

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

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

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

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

Legal Reference:

EDUCATION CODE

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

17545-17555 Sale of personal property

Sale and Disposition of Books, Equipment and Supplies

35168 Inventory, including record of time and mode of disposal

~~42291.5~~ Temporary school bus designation

~~42303~~ School bus sale to another district

~~60500~~ Determination of obsolescence

60510-60511 Donation or sale

60520-60521 Disposition of sale proceeds

60530 Methods of destruction

GOVERNMENT CODE

25505 District property; disposition; proceeds

CODE OF REGULATIONS, TITLE 2

200.0 – 200.521 Federal uniform grant guidance

CODE OF REGULATIONS, TITLE 5

3944 Consolidated categorical programs, district title to equipment

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

UNITED STATES CODE, TITLE 40

484 Surplus property

CODE OF FEDERAL REGULATIONS, TITLE 34

80.32 Equipment acquired under a grant or subgrant

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Standards for Evaluating Instructional Materials for Social Content, 2013

WEB SITES

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

School Services of California: <http://www.sscal.com>

Board Adopted: 6/13/06

Board revised: _____

Sale and Disposal of Books, Equipment and Supplies

A. Purpose and Scope

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

B. General

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

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

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

C. Forms Used and Additional References

1. Board Agenda Item as necessary.

D. Procedure

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

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

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

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

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

Sale and Disposal of Books, Equipment and Supplies

- described in item #2 above. (Education Code 17545)
4. Without advertising for bids, the Board may sell the property to agencies of federal, state or local government, to any other school district, or to any agency eligible under the federal surplus property law (40 USC 484(j)(3)) qualified to certify the equipment or material is safe for use. In such cases, the sale price shall equal the cost of the property plus estimated cost of purchasing, storing and handling. (Education Code 17540)
 5. Without advertising for bids, the Board may sell or lease the property to agencies of federal, state or local government or to any other school district qualified to certify the equipment or material is safe for use. In such cases, the price and terms of the sale or lease shall be fixed by the Board and approved by the County Superintendent of Schools. (Education Code 17542)
 6. If the Board members attending a meeting unanimously find that the value of the property is insufficient to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the Board and qualified to certify the equipment or material is safe for use or may be disposed of by dumping. (Education Code 17546)

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

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

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

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

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

Sale and Disposal of Books, Equipment and Supplies

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

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

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

School Buses

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

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

E. Reports Required

None.

F. Record Retention

All receipts are retained in the Financial Services Department

G. Responsible Administrative Unit

Business Services

H. Approved By

Assistant Superintendent for Business Services

Regulation Adopted: 6/13/06



BUSINESS SERVICES MEMORANDUM

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

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

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

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

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

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

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

Claims and Actions Against The District

Claim Presentation Requirements

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

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

Legal References

EDUCATION CODE

35200 Liability for debts and contracts

35202 Claims against districts; applicability of Government Code

CODE OF CIVIL PROCEDURE

340.1 Damages suffered as a result of childhood sexual abuse

GOVERNMENT CODE

800 Cost in civil actions

935 Authority to enact local claims procedure

810-996.6 Claims and actions against public entities

53051 Information filed with secretary of state and county clerk

PENAL CODE

72 Fraudulent claims

COURT DECISIONS

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

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

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

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

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

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

TUSD Adopted:

Claims and Actions Against The District

Claim Presentation Requirements

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

Time Limitations To Present Claim

1. Claims for money or damages relating to a cause of action for death or for injury to person, personal property or growing crops shall be presented to the Governing Board no later than six months after the accrual of the cause of action. (Government Code 905, 911.2)

2. Pursuant to Government Code 935, claims for money or damages that are listed as exceptions in Government Code 905 shall be presented not later than six months after the accrual of the cause of action. Such claims include:
 - (a) Claims under the Revenue and Taxation Code or other statute prescribing procedures for the refund, rebate, exemption, cancellation, amendment, modification, or adjustment of any tax, assessment, fee, or charge or any portion thereof, or of any penalties, costs, or charges related thereto;
 - (b) Claims in connection with which the filing of a notice of lien, statement of claim, or stop notice is required under any law relating to liens of mechanics, laborers, or material men;
 - (c) Claims by public employees for fees, salaries, wages, mileage, or other expenses and allowances;
 - (d) Claims for which the workers' compensation authorized by Division 4 (commencing with Section 3200) of the Labor Code is the exclusive remedy;
 - (e) Applications or claims for any form of public assistance under the Welfare and Institutions Code or other provisions of law relating to public assistance programs, and claims for goods, services, provisions, or other assistance rendered for or on behalf of any recipient of any form of public assistance;
 - (f) Applications or claims for money or benefits under any public retirement or pension system;
 - (g) Claims for principal or interest upon any bonds, notes, warrants, or other evidences of indebtedness;
 - (h) Claims that relate to a special assessment constituting a specific lien against the property assessed and that are payable from the proceeds of the assessment, by offset of a claim for damages against it or by delivery of any warrant or bonds representing it;
 - (i) Claims by the state or by a state department or agency or by another local public entity or by a judicial branch entity;
 - (j) Claims arising under any provision of the Unemployment Insurance Code, including, but not limited to, claims for money or benefits, or for refunds or credits of employer or worker contributions, penalties, or interest, or for refunds to workers of deductions from wages in excess of the amount prescribed;

Claims and Actions Against The District

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

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

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

Late Claims

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

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

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

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

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

Claims and Actions Against The District

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

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

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

Delivery and Form of Claim

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

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

Notice of Claim Insufficiency

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

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

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

Claims and Actions Against The District

Amendments to Claim

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

Action on Claim

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

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

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

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

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

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

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

Claims and Actions Against The District

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

TUSD Acknowledged:

TRACY UNIFIED SCHOOL DISTRICT

Business Services Department

1875 West Lowell Ave., Tracy, CA 95376

Phone: 209-830-3230 Fax: 209-830-3269 Email: sasmith@tusd.net

CLAIM FORM #: _____ TUSD

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

TO: Tracy Unified School District - Business Services Department

DATE: _____

RE: _____

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

Name of Claimant	DOB	Phone Number
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Address	City	Zip
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State the DATE when the damage or injury occurred? _____

WHERE did the damage or injury occur? _____

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

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

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

	\$ _____
	\$ _____
	\$ _____

Total Amount Claimed: \$ _____

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

NAMES and address of witnesses, doctors, and hospitals: _____

DATE: _____ **Signature of Claimant:** _____

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

TUSD Claim for Damages Form/Attachment/Blank

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: May 14, 2018
SUBJECT: **Adopt Resolution No. 17-31 Exempting School Sites from Local Zoning Ordinances**

BACKGROUND: California Government Code Section 53094 authorizes the District, by a vote of two-thirds of the members of its Governing Board, to render City zoning ordinances inapplicable to Projects and School Sites when used for educational purposes.

RATIONALE: Under California Education Code Section 17280, the Tracy Unified School District is subject to the jurisdiction of the Department of General Services, Division of State Architect (“DSA”) and makes application to that agency related to projects and to our school sites.

The District must balance the interests of the public, including those of the District and those of the City, and determine that the interest of the public are best served by operating School Sites and commencing and completing projects thereof according to applicable state laws along with all other educational uses on the Schools Sites. The attached Resolution exempts TUSD School Sites from any zoning ordinances of the City including, without limitation, the City’s Municipal Code the City’s General Plan, and related ordinances and regulation which otherwise would be applicable to the School Sites.

FUNDING: No funding implications.

RECOMMENDATIONS: Adopt Resolution No. 17-31 Exempting School Sites from Local Zoning Ordinances.

Prepared by: Bonny Carter, Director of Facilities & Planning



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 17-31
A RESOLUTION OF THE BOARD OF TRUSTEES
OF THE TRACY UNIFIED SCHOOL DISTRICT
EXEMPTING SCHOOL SITES FROM LOCAL ZONING ORDINANCES**

WHEREAS, Tracy Unified School District (“District”) is a school district duly organized and validly existing under the laws of the State of California, and located within the boundaries of the City of Tracy (“City”);

WHEREAS, District currently maintains the following campuses for educational purposes:

- Louis A. Bohn Elementary School, 350 E. Mt. Diablo Ave., Tracy, CA 95376
- Central Elementary School, 1370 Parker Ave., Tracy, CA 95376
- Wanda Hirsch Elementary School, 1280 Dove Dr., Tracy, CA 95376
- Melville S. Jacobson Elementary School, 1750 W. Kavanagh Ave., Tracy, CA 95376
- McKinley Elementary School, 800 W. Carlton Way, Tracy, CA 95376
- South/West Park Elementary School, 500 W. Mt. Diablo Ave., Tracy, CA, 95376
- Louis J. Villalovoz Elementary School, 1550 Cypress Dr., Tracy, CA 95376
- Art Freiler Elementary School, 2421 W. Lowell Ave., Tracy, CA 95377
- George Kelly Elementary School, 535 Mabel Josephine Dr., Tracy, CA 95377
- North Elementary School, 2875 Holly Dr., Tracy, CA 95376
- Gladys Poet-Christian Elementary School, 1701 S. Central Ave., Tracy, CA 95376
- Monte Vista Middle School, 751 W. Lowell Ave., Tracy, CA 95376
- Earle E. Williams Middle School, 1600 Tennis Ln., Tracy CA 95376
- Tracy High School, 315 E. 11th St., Tracy, CA 95376
- Merrill F. West High School, 1775 W. Lowell Ave., Tracy, CA 95376
- John C. Kimball High School, 3200 Jaguar Run, Tracy, CA 95377
- George & Evelyn Stein High School, 650 W. 10th St., Tracy, CA 95376
- Tracy Adult School, 1895 W. Lowell Ave., Tracy, CA 95376
- Duncan-Russell Continuation High School, 164 W. Grant Line Road, Tracy, CA 95376
- Willow Community Day School, 164 W. Grant Line Rd., Tracy, CA 95376
- Clover School Site (Tracy Learning Center), 51 E. Beverly Place, Tracy CA 95376

(collectively, the “School Sites”); and

WHEREAS, the District may from time to time construct certain facilities on the School Sites or within the City to provide educational services in order to serve the surrounding community (the “Project”);

WHEREAS, California Government Code Section 53094 authorizes District, by a vote of two-thirds of the members of its Governing Board, to render City zoning ordinances inapplicable to the Project and School Sites when used for educational purposes;

WHEREAS, the current and proposed uses of the Project and School Sites is for educational purposes and the Project and School Sites are subject to design review by the Division of the State Architect (“DSA”) under California Education Code Section 17280, *et seq.*; and

WHEREAS, District has balanced the interests of the public, including those of the District and those of the City, and determined that the interests of the public are best served by operating the School Sites and commencing and completing the Projects thereof according to applicable state laws along with all other educational uses on the School Sites.

NOW THEREFORE, THE GOVERNING BOARD OF THE TRACY UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That all of the above recitals are correct.

Section 2. That the District hereby exempts the School Sites from any zoning ordinances of the City including, without limitation, the City’s Municipal Code, the City’s General Plan, and related ordinances and regulations which otherwise would be applicable to the School Sites.

Section 3. That the Superintendent of the Tracy Unified School District, or his designee, is directed to give written notice to the City as required by Government Code Section 53094 within ten (10) days of this action.

APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Tracy Unified School District at a public meeting duly called and held on this May 22, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: April 26, 2018
SUBJECT: **Approve the Award of Request for Proposal (RFP) for Monte Vista Middle School Serving Line Equipment**

BACKGROUND: Tracy Unified Food Services plans to purchase replacement serving line equipment for the Monte Vista Middle School kitchen valued at approximately \$90,000.00, which is under the state and federal bid threshold.

RATIONALE: Approval of this agenda item gives authorization to the Director of Food Services to award the bid to the lowest responsive and responsible bidder. This is to replace equipment that is no longer working and create a better flow, which should help to increase participation in the meal program. Bid information will be received on May 18, 2018 and will be made available at the board meeting.

FUNDING: Funding for this purchase is made through the Food Services Department budget, using Cafeteria Fund 13. No impact to the General Fund.

RECOMMENDATION: Approve the Award of Request for Proposal (RFP) for Monte Vista Middle School Serving Line Equipment

Prepared by: Brandy Campbell, Director of Food Services.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 9, 2018
SUBJECT: **Acknowledge Revisions to Board Policy 6146.1 High School Graduation Requirements/Standards of Proficiency (First Reading)**

BACKGROUND: California's State Board of Education adopted the Next Generation Science Standards (NGSS) to replace the 1998 standards, in November 2013. Under the guidance of the Superintendent and his Cabinet and the San Joaquin County Office (SJCOE) of Science, Technology, Engineering and Mathematics (STEM), Tracy Unified School District's (TUSD) 9-12 Science Committee teacher-leaders chose the California Science Framework's 3-course model for high school science. The 3-course model requires one course in biology, one in chemistry, and one in physics, each course integrated with the relevant earth science standards. This is different from the current requirements of a course in biological science, a course in physical science, and one other science course.

RATIONALE: The new course sequence for high school science creates a need to update Board Policy 6146.1. TUSD already requires three high school science courses for graduation, so the 3-course model is aligned with current unit requirements. However, the 3-course model requires teaching all the NGSS high school standards, in line with the Framework's direction of "all standards for all students." The required content of each of the three courses has changed and this change requires a revision to the names and content of the science courses required for graduation. This agenda item meets District Strategic Goal #1: Prepare all students to be well rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: There is no cost to this Board Policy revision.

RECOMMENDATION: Acknowledge Revisions to Board Policy 6146.1 High School Graduation Requirements/Standards of Proficiency (First Reading)

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

**HIGH SCHOOL GRADUATION REQUIREMENTS/
STANDARDS OF PROFICIENCY**

The Governing Board desires to prepare each student to obtain a diploma of high school graduation in order to provide students with opportunities for postsecondary education and/or employment.

Requirements for graduation and specified alternative means for completing the prescribed course of study shall be made available to students, parents/guardians, and the public. (Education Code 51225.3)

Graduation Requirements from Tracy’s Comprehensive High Schools

A student must complete 220 credits and will normally carry a minimum of thirty credits each semester while in school. Passing the California High School Exit Exam is required for graduation. Students must complete the total number of credits in each of the areas listed below:

English	40 credits
Social Studies	30 credits
Science	30 credits
Math	20 credits
Fine Arts or Foreign Language	10 credits
Physical Education	20 credits
Required Course Total	150 credits
Elective Courses	70 credits
TOTAL	220 credits

For high school students graduating in 2019, 2020, and 2021, three years of science is to include at least one course in biological science and at least one course in physical science. For high school students graduating in 2022 and after, three years of science is to include one course in biology, one course in chemistry, and one course in physics. All science courses must be aligned to the 2013 California Science Standards.

All students must take and pass at least two years of math while enrolled in high school and one of the two classes must be Algebra I or ~~Integrated Mathematics I (IMP)~~. This requirement may be completed in grade 8. Education Code 51224.5 clarifies that completion of algebra coursework prior to grade 9 may satisfy the algebra coursework

**HIGH SCHOOL GRADUATION REQUIREMENTS/
STANDARDS OF PROFICIENCY (continued)**

requirement, but does not exempt a student from the requirement to take at least two years of mathematics in grades 9-12.

Students must take four years of English, two of which must address the ninth and tenth grade standards addressed on the California High School Exit Exam.

Beginning with the graduating class of 2008, all students will demonstrate mastery of District identified technology skills.

Foreign exchange students may receive honorary diplomas pursuant to Education Code 51225.5.

Students shall not be required to have resided within the District for any minimum length of time as a condition of high school graduation (Ed Code 51411)

The Golden State Seal Merit Diploma shall be issued to eligible students who meet the criteria as set forth by the State Board of Education.

Students who complete 100 hours or more of documented community service will receive a special notation on their transcript.

Supplemental Instruction shall be offered to any student who does not demonstrate "sufficient progress," as defined in Board policy, toward passing the exit examination. (Education Code 37252, 60851)

Students who successfully complete all of Tracy Unified School District graduation requirements but have not passed the California High School Exit Exam will receive a Certificate of Completion in lieu of a diploma. Students with a Special Education IEP who successfully complete all graduation requirements specified in the IEP but have not passed the California High School Exit Exam shall be eligible for a Certificate of Completion or a diploma, depending upon existing law. Students eligible to receive a Certificate of Completion may participate in all senior activities, including graduation ceremonies, subject to appropriate policies.

**HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS
OF PROFICIENCY (continued)**

The District may retroactively grant a high school diploma to a former student who was interned by the order of the federal government during World War II or who is an honorably discharged veteran of World War II, the Korean War, or the Vietnam War, provided he/she was enrolled in a District school immediately preceding the internment or military service and he/she did not receive a diploma because his/her education was interrupted due to the internment or military service. (Education Code 51430)

In addition, the Board may retroactively grant a diploma to a deceased former student who satisfies the above conditions. The diploma shall be received by the deceased student's next of kin. (Education Code 51430)

If a student successfully completes the District's graduation requirements while attending a juvenile court school or nonpublic, nonsectarian school or agency, the District shall issue the student a diploma from the school the student last attended. (Education Code 48645.5)

At the beginning of each school year or at the time a student transfers into the District, the Governing Board shall provide written notification to all students in grades 9-12 and to their parents/guardians that each student completing the 12th grade shall be required to successfully pass the state's high school exit examination as a condition of graduation. The notification shall include, at a minimum, the date of the examination, the requirements for passing the examination, and the consequences for not passing the examination. (Education Codes 48980, 60850, 60859).

The examination shall be administered in accordance with law, Board Policy, and administrative regulation.

When students do not demonstrate sufficient progress toward passing the exit examination supplemental instruction offered by the District shall be designated to assist students to succeed on the exit examination and shall reflect statewide academic standards to the extent that the District has aligned its curriculum with those standards. (Education Code 60851)

Supplemental instruction shall include summer school instructional programs for students in grades 7-12 who do not demonstrate sufficient progress toward passing the exit examination. (Education Code 37252)

**HIGH SCHOOL GRADUATION REQUIREMENTS/
STANDARDS OF PROFICIENCY (continued)**

Limitations:

1. Except where specified, courses which are repeated earn credit one time only. In the instance where a course is repeated, the second set of grades will be included on the student's permanent record.
2. A maximum of 40 credits from any work experience education may be credited toward graduation requirements. Students may be enrolled in no more than two (2) periods of outside work experience.
3. A maximum of 10 credits from any combination of teacher's aide, office aide, tutor, library aide, etc., may be applied toward graduation. These credits can only be earned during the 11th and/or 12th grade.
4. A maximum of 40 credits of physical education may be credited toward graduation requirements.
5. Units of credit earned at all other accredited schools and correspondence schools may be transferred. Units from correspondence schools must have prior approval of the student's counselor and administrator.
6. By arrangement, and with prior approval, certain units earned concurrently at other institutions may also be accepted toward graduation. ROP/ROC classes and centers are examples and more information can be obtained from the counseling staff.
7. Units of credit earned on independent contract study or home teaching must have prior approval of the student's counselor and administrator.
8. Units of credit earned at non-accredited schools may be accepted provided there is substantial supportive evidence that the units earned conform to the Carnegie standard of earned credit.

**HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS
OF PROFICIENCY (continued)**

9. Units of credit received through the Tracy Adult School must be earned concurrently and have prior approval of the student's counselor and the adult school administrator or designee to be applied toward graduation from high school.
10. Units of credit earned from an institution of higher learning; i.e., an accredited community college or a four (4) year college; may be considered for graduation only if the following criteria is met:
 - a. The student must be currently enrolled as an eleventh or twelfth grader in high school during the time that the college classes are being taken.
 - b. The student must obtain prior written approval from the high school principal and the junior college/college involved in order for units of college credit to be applied toward high school graduation.
 - c. The student must be enrolled in at least four classes at high school during the semester he/she is concurrently enrolled.
 - d. A maximum of twenty (20) units from the higher institution of learning may be credited toward graduation from high school.
 - e. Consideration for credit transfer will not be granted to former students, who left high school before graduation, or who are not age appropriate for reenrollment.

Early Graduation from Tracy's Comprehensive High Schools

American government, economics, and English IV courses shall be primarily limited to twelfth grade students and to students who are age appropriate for twelfth grade. Enrollment of eleventh grade students in Senior required courses will be based on space availability, student grades and attendance, and the ability of the student to graduate early.

Early graduation petitions must be submitted to the site administration by September 10th of the school year that the student intends to graduate. Students must have previously passed the California High School Exit Exam as per the state requirement. Special consideration can be given to hardship cases after the

**HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS
OF PROFICIENCY (continued)**

September 10th deadline. The petition must be signed by the student, parent/legal guardian, counselor, and school principal, and must include:

1. The rationale for the request to graduate early
2. An action plan for completing the required course work for early graduation
3. A complete record of the student's grades and credits earned to date
4. The attendance record for the student.

Once completed, the petition to graduate early must be submitted to Student Services for review, then to the Board of Trustees for final approval.

Students who graduate at the end of the first semester will not be allowed to participate in second semester Senior activities. The student will be allowed to participate in the graduation ceremonies and post-graduation activities, subject to the approval of the principal. Students, who graduate early, must be in good behavior standing in order to participate in the graduation ceremony and any post-graduation activities.

Standards of Proficiency

Students are required to pass the California High School Exit Exam as per the state requirement in order to obtain a diploma.

The Superintendent or designee shall provide remedial instruction for any student who does not show adequate progress toward mastery of basic skills. This instruction may be provided in summer school and shall continue until the student has been given numerous chances to achieve mastery. (Education Code 51216).

Notices to students in grades 9 to 12 shall inform parents/guardians that the student shall not receive a high school diploma unless the prescribed standards are met. (Education Code 51216).

When a student's progress towards proficiency in basic skills does not meet District standards, or the student fails to pass the California High School Exit Exam, the

**HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS
OF PROFICIENCY (continued)**

principal or designee may arrange a conference in which the student, the parent/guardian and a certificated employee familiar with the student’s progress discuss the assessment results and steps to be taken to assist him/her toward the mastery of basic skills. (Education Code 51216).

Graduation Requirements from George and Evelyn Stein Continuation High School

Students must earn 185 credits and complete all required subjects as outlined below. Students will be required to pass the California High School Exit Exam in addition to meeting District credits. Credit requirements are:

Requirements

English	40 credits
Social Studies	30 credits
Science	30 credits
Math (including Algebra I or equivalent)	20 credits
Fine Arts	10 credits
Electives including Physical Education	55 credits
Total	185 credits

For high school students graduating in 2019, 2020, and 2021, three years of science is to include at least one course in biological science and at least one course in physical science. For high school students graduating in 2022 and after, three years of science is to include one course in biology, one course in chemistry, and one course in physics. All science courses must be aligned to the 2013 California Science Standards.

**HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS
OF PROFICIENCY (continued)**

Legal Reference:

EDUCATION CODE

37252 Supplemental instructional programs

48430 Continuation education schools and classes

48645.5 Acceptance of coursework

48980 Notification of parent/guardian

51224 Skills and knowledge required for adult life

51224.5 Algebra instruction

51225.3 Requirements for graduation

51225.5 Honorary diplomas; foreign exchange students

51228 Graduation requirements

51240-51246 Exemptions from requirements

51410-51412 Diplomas

51420-51427 High school equivalency certificates

51450-51455 Golden State Seal Merit Diploma

56390-56392 Recognition for educational achievement, special education

60850-60859 High school exit exam

66204 Certification of high school courses as meeting university admissions criteria

**HIGH SCHOOL GRADUATION REQUIREMENTS/
STANDARDS OF PROFICIENCY (continued)**

CODE OF REGULATIONS, TITLE 5

1600-1651 Graduation of pupils from grade 12 and credit toward graduation

Management Resources:

CSBA POLICY ADVISORIES

Preparing for the High Stakes of the High School Exit Exam: An Examination of Certificates of Completion, September 2005

Algebra I Requirement: Eligibility for High School Diplomas, March 2004

WEB SITES

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: May 9, 2018
SUBJECT: **Approve Declaration for a Provisional Internship Permit**

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

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

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Declaration for a Provisional Internship Permit

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

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

DECLARATION

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

Stacy Anastasio: West High School, Business

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

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephen, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: May 7, 2018
SUBJECT: **Authorize the Declaration of Need for the 2018-2019 School Year**

BACKGROUND: In order for Tracy Unified to apply for emergency permits with the California Commission on Teacher Credentialing, the governing Board of a School District is required to certify that there may be an insufficient number of certificated persons who meet the District's employment criteria as listed on the attached forms.

RATIONALE: Each school year the district must submit an estimate of emergency permits we may need for the upcoming school year. This Declaration of Need needs to be approved by the School Board at a regular public meeting before being submitted to the Commission on Teacher Credentialing. This Declaration of Need can be modified during the school year if the needs of the District change.

FUNDING: None.

RECOMMENDATION: Authorize Declaration of Need for the 2018-2019 School Year

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



State of California
 Commission on Teacher Credentialing
 Certification Division
 1900 Capitol Avenue
 Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2018-2019

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Tracy Unified School District District CDS Code: 75499

Name of County: San Joaquin County CDS Code: 39

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on May / 22 / 2018 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2019.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Tammy Jalique</u>		Associate Superintendent for Human Resources
<i>Name</i>	<i>Signature</i>	<i>Title</i>
<u>209-830-3264</u>	<u>209-830-3260</u>	
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<u>1875 W. Lowell Ave., Tracy, CA 95376</u>		
<i>Mailing Address</i>		
<u>tjalique@tusd.net</u>		
<i>EMail Address</i>		

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County N/A County CDS Code N/A

Name of State Agency N/A

Name of NPS/NPA N/A County of Location N/A

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, n/a.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

N/A	N/A	N/A
<i>Name</i>	<i>Signature</i>	<i>Title</i>
N/A	N/A	N/A
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
N/A		
<i>Mailing Address</i>		
N/A		
<i>E-Mail Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	8
Bilingual Authorization (applicant already holds teaching credential)	2
List target language(s) for bilingual authorization: <u>Spanish</u>	
Resource Specialist	2
Teacher Librarian Services	1

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	3
Single Subject	6
Special Education	4
TOTAL	13

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. We have participated in several University's Internship programs

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? 20

If yes, list each college or university with which you participate in an internship program.
Teacher College of San Joaquin, University of the Pacific, Notre Dame de Namur University,
National University, Humphreys University, Alliant University and Brandman University.

If no, explain why you do not participate in an internship program.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: May 3, 2018
SUBJECT: Approve Teacher Internship Agreement with Humphreys University

BACKGROUND: Tracy Unified School District currently employs interns through a number of colleges and universities. This has aided the District in increasing the number of candidates that are available for a variety of teaching positions within the district. A contract with Humphreys University and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective July 1, 2018 through June 30, 2023.

RATIONALE: By adding Humphreys University Intern program, the District will expand its pool of applicants. This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Teacher Internship Agreement with Humphreys University

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



**Multiple Subject Teaching Internship Credential Program
Memorandum of Understanding**

EMPLOYING ORGANIZATION

The California Commission on Teacher Credentialing (CCTC) University Internship Program is a partnership between Humphreys University and participating schools, districts, counties, and Charter Management Organizations which allows teacher candidates enrolled in the University's SB 2042 Credential Program to provide instructional services while they complete teacher preparation program requirements. Interns complete coursework for the Credential Program as well as complete their internship (a minimum of two university quarters) in lieu of the traditional student teaching experience. An intern must meet district employment criteria as well as University and Credential Program admission standards.

This contract covers five academic years beginning July 1, 2018 through June 30, 2023.

As part of this collaboration, the **employing organization agrees to**

1. ensure that a qualified administrator of the site with employed interns holds at least a preliminary administrative credential, demonstrates commitment to collaborative evidence-based practices and continuous program improvement, and is aware of the shared responsibilities set forth in this agreement.
2. provide a Master Teacher (Cooperating Teacher/District-Employed Supervisor/Mentor). This person should
 - a. not be the intern's site evaluator.
 - b. hold a clear multiple subject credential, an EL Authorization, and have a minimum of 3 years of successful K-8 teaching experience as well as experience or knowledge of effective coaching techniques.
 - c. provide a minimum of 5 hours per week of support and guidance in a variety of ways including but not limited to modeling, problem-solving, observation and coaching, and advising on curriculum, classroom management, etc.
 - d. determine a weekly dedicated time to work with the intern within the school day.
 - e. be assigned prior to the intern assuming daily teaching responsibilities.
3. ensure the intern is the teacher of record in a minimum .5 FTE, face-to-face teaching position which is aligned to a multiple subject teaching credential.
4. provide sufficient resources for instruction at least equal to that of other non-intern teachers.
5. honor the confidentiality between Master Teacher and intern.



6. inform Humphreys University of its intent to hire an intern prior to issuing a contract in order to assure student eligibility for the credential program and/or teaching assignment and allow sufficient time to process the student's application for the Internship Program.
7. assign minimal outside responsibilities to the intern (coaching or other extracurricular activities). Interns assume the functions that are authorized by the Multiple Subject Preliminary credential (SB 2042 standards).
8. pay the intern a salary during the internship. No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person.
9. if the intern salary is reduced, no more than eight interns may be advised by one district support person. *Reference Code Section 44462.*
10. consult the local bargaining unit on matters pertinent to the Internship Program.
11. certify that interns do not displace certificated employees in the district and that qualified certificated persons holding the appropriate credential were not available. The exclusive representative of certificated employees in the credential area is invited to provide a written statement to the Committee on Accreditation to support justification of the internship placement in the respective district or county office of education.
12. terminate the agreement if it is found that continuation is detrimental to students or if, based on performance to-date, employing organization or University supervisors recommend dismissal from the Internship Program.

As part of this collaboration and pursuant to California Education Code 44321, the supervision and support of interns is the responsibility of both the employing site/district and Humphreys University. **Jointly, these parties will provide**

1. a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year to coach, model, and demonstrate within the classroom, and to assist with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies.
 - a. The site will provide minimum of five hours of support/mentoring and supervision shall be provided to the intern teacher every five instructional days.
 - b. The University will
 - i. provide a minimum of two hours of support/mentoring and supervision every five instructional days.
 - ii. develop a procedure for the intern to document the CCTC required hours of support from both agencies.
 - iii. monitor, with the intern, the accumulating hours of support.
2. a minimum of 45 hours of support/mentoring and supervision specific to the needs of English Learners with a minimum of five hours per month for interns who do not already hold a valid English Learner Authorization.
 - a. The site will provide an on-site support person for advising and coaching around assessing language needs, classroom modifications, and progress monitoring. This may be the intern's Master Teacher, if appropriate.



- b. The University will
 - i. provide opportunities for support specific to the needs of EL learners.
 - ii. develop a procedure for the intern to document the CCTC required hours of support from both agencies.
 - iii. monitor, with the intern, the accumulating hours of support.

As part of this collaboration, Humphreys University agrees to

1. verify interns meet internship criteria as stipulated on the Intern Eligibility Checklist, including
 - a. a bachelor's degree from a regionally accredited institution.
 - b. passage of the basic skills and subject matter competency requirements.
 - c. possession of Certificate of Clearance, current CPR certification, and TB clearance.
 - d. a minimum of 120 hours of intern preservice coursework.
2. support the intern through 3 quarterly observation and feedback sessions focused on TPE progress.
3. provide CCTC required coursework within the teacher preparation program.
4. advise the intern regarding the best sequence of courses to complete the program including the early program completion option and its requirements.
5. provide support for the Master Teacher.
6. submit documentation to the California Commission on Teacher Credentialing to recommend the intern for a teaching credential, and notify the District in writing that the intern has been recommended.

As part of the collaboration, the Intern agrees to

- 1) enroll in and successfully complete the Intern Teaching Seminar course for two quarters.
- 2) follow site responsibilities and schedule including participating in site meetings, collaborations, and professional development.
- 3) Participate in and maintain accurate records of the 144 hours of general and 45 hours of EL support.
- 4) maintain enrollment in the University Credential Program for a minimum of four units per quarter.
- 5) meet the legal, ethical, and professional standards expected of credentialed teachers and identified in the California Standards for the Teaching Profession (CSTP).
- 6) recognize that continuation as an intern is contingent upon demonstration of satisfactory teaching competence and that termination of an assignment, based on inadequate performance, is the responsibility of the employing organization and the University based on professional judgment.



Name of School Site To be determined upon job offer

Name of Employing Organization Tracy Unified School District

Mailing Address 1875 West Lowell Ave., Tracy, CA 95376

Contact Person Luz Gallegos

Phone 209-830-3260 x1301 Email lgallegos@tusd.net

SIGNATURES

The following signatures indicate that the employing organization agrees to the terms of the MOU and will participate in the partnership.

Name of approving official Tammy Jalique

Position/Title Associate Superintendent for Human resources

Signature of approving official _____ Date _____

Signature of Organization Board _____ Date _____
(If appropriate)

The following signatures indicate that Humphreys University agrees to the terms of the MOU and will participate in the partnership.

Dr. Robert Humphreys _____ Date _____

President, Humphreys University

Michele Williams-George _____ Date _____

Director, Center for Innovative Teaching



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: May 3, 2018
SUBJECT: **Approve Teacher Internship Agreement with Notre Dame de Namur University**

BACKGROUND: Tracy Unified School District currently employs interns through a number of colleges and universities. This has aided the District in increasing the number of candidates that are available for a variety of teaching positions within the district. A contract with Notre Dame de Namur University and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective July 1, 2018 through June 30, 2023.

RATIONALE: By adding Notre Dame de Namur Intern program, the District will expand its pool of applicants. This agenda item meets strategic goal #2 Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Teacher Internship Agreement with Notre Dame de Namur University

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources

**Notre Dame de Namur University
Memorandum of Understanding and Agreement
to Provide Education Specialist and Teaching Interns**

This agreement is between Tracy Unified School District ("District") and Notre Dame de Namur University ("University"), who may be referred to collectively as the parties.

RECITALS

University operates a program for the education and training of candidates pursuing a California Preliminary Education Specialist (Mild/Moderate and Moderate/Severe) Teaching Credential and Preliminary Multiple Subject Teaching Credential and/or Single Subject Teaching Credential with English Learner Authorization (ELA) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer intern options in these programs

The District is authorized under Education Code 44320 et seq, to cooperate with institutions of higher education in providing training and experience to credential candidates.

One or more District employees who are credentialed, experienced faculty members at a District high school, middle school, or elementary school have agreed to be responsible for a class or classes assigned to a credential candidate, and may be referred to below as intern mentor/liaison.

University employs one or more experienced credentialed teachers, administrators, or doctoral candidates who have agreed to provide direct classroom supervision and support to credential candidates and intern mentor/liaison. Such individuals may be referred to below as university supervisors.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of five (5) years beginning July 1, 2018 and ending June 30, 2023, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

CTC REQUIREMENTS FOR SUPPORT AND SUPERVISION OF INTERN TEACHERS

In 2013, the California Commission on Teacher Credentialing (CTC) adopted policies that specify the number of hours of general support and supervision, as well as additional specific English learner support and supervision, which must be provided to interns. The regulations (California Education Code §44321) were approved and made part of law effective 2014.

Under the newly approved regulations, the University and District must ensure:

- A minimum of 144 hours per year (**72 hours per semester**) of support/mentoring and supervision must be provided to each intern teacher including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-

solving regarding students, curriculum, and development of effective teaching methodologies.

- **A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.**
- The District must identify a liaison/mentor or other designated individual who meets the Commission's specified criteria prior to an intern assuming daily teaching responsibilities.
- An additional 45 hours per year (**23 hours per semester**) of support/mentoring and supervision specific to meeting the needs of English learners is required for an intern teacher who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Crosscultural, Language and Academic Development (CLAD) Certificate. The additional hours of support can be provided by the credential program and/or the district employed mentor/liaison. The individual(s) providing this support must hold a valid California Teaching Credential with a valid English Learner Authorization or Crosscultural Language and Academic Development (CLAD) Certificate.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. Prior to the intern's first day as teacher of record, provide each intern with a certified, experienced district-employed mentor/liaison who will work collaboratively with the university supervisor to support the intern in achieving competency in the Teaching Performance Expectations. District will verify, per CTC requirements, that the district-employed mentor/liaison holds a Clear Credential in the content area for which he/she is providing supervision, a minimum of three years of content areas K-12 teaching experience, has demonstrated exemplary teaching practices, and has been prepared by the district for the roles and responsibilities of a mentor/liaison.
2. Provide new teacher orientation, on-going support and other clinical/professional experiences for interns teaching in the District's schools under the supervision of a district-employed mentor/liaison.
3. Provide release time for participation in district group/regional group meetings and professional development activities including time to observe other exemplar teachers teaching in their classrooms.
4. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by an intern.
5. District will instruct intern in school policies regarding child abuse reporting, sexual harassment and professional conduct.

UNIVERSITY DUTIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the intern.
2. University will guarantee that intern candidates have met California Commission for Teacher Credentialing (CTC) requirements for an intern credential (Certificate of Clearance, basic skills, subject matter competence, Negative TB test, U.S. Constitution) and University requirements (satisfactory completion of course work that meets the CTC pre-service requirement, satisfactory completion of one standard student teaching

placement, a copy of the district offer of employment) prior to recommending the candidate for an intern credential.

3. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
4. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by an intern in the school.
5. University will guarantee that intern and university supervisors have appropriate TB and fingerprinting clearance.
 - a. Candidates will verify to the university and provide to Tracy USD verification of a current (within 3 years) negative TB test.
 - b. Candidates will complete an additional Certificate of Clearance through Tracy Unified School District at a reduced TUSD cost in effect at the time of the application.
6. University will instruct credential candidates/interns in state laws regarding child abuse reporting, sexual harassment and professional conduct.
7. University supervisors will conduct systematic and regular observations of interns' performances in the District's classrooms.
8. University supervisors will confer regularly with district-employed mentor/liaison and with the site administration through meetings, telephone calls, and/or e-mail.
9. Per California Commission on Teacher Credential (CTC) Preliminary Multiple and Single Subject Teaching Credential Program Standard 3D: Clinical Supervision, in collaboration with the district, the program will provide and/or verify that the "district employed supervisors have a minimum of 10 hours of initial orientation to the program curriculum as well as professional develop in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices."

UNIVERSITY SUPERVISOR AND DISTRICT-EMPLOYED MENTOR/LIASION RESPONSIBILITIES

1. Collaborate to ensure that the intern receives a minimum of two hours of support/mentoring and supervision every five instructional days.
2. Collaborate to ensure that the intern receives specific support and supervision in addressing the needs of English Language Learners.
3. Use the list of activities (*Intern Support and Supervision Record*) that satisfy CTC support and supervision requirements to assist the intern teacher in identifying and participating in a broad range of experiences to support his/her growth as a teacher.
4. Assist the intern in creating networks with faculty, staff, and administrators who can provide additional support.

INTERN RESPONSIBILITIES

1. Document required hours weekly using the University *Intern Support and Supervision Record*.
2. Review the *Intern Support and Supervision Record* with both the University Supervisor and District-employed mentor/liaison to ensure that he/she is receiving the required support/mentoring and supervision.

3. Submit signed *Record* at the end of each month to the University.
4. Intern will obtain an additional "Certificate of Clearance"/Live Scan Service as required by California Education Code Section 44320 (b) through Tracy Unified School District at a reduced TUSD cost in effect at the time of the application.
5. Intern will provide to Tracy USD verification of a current (within 3 years) negative TB test.

DISTRICT DISCRETION

It is at the sole discretion of the District to hire a University candidate for an intern position and to terminate the assignment in accordance with District policies and procedures. The District will notify the University of any review that could result in termination. The University will notify the CTC to withdraw the intern credential of an intern who is terminated by the District.

LIABILITY INSURANCE

The University and the District shall each maintain automobile liability, general liability, and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

WORKERS' COMPENSATION

The University and the District shall each maintain workers' compensation coverage applicable to their respective employees. The University agrees to maintain workers' compensation coverage for employees to which this Agreement applies, and such coverage will be the only such coverage applicable to such employees. By virtue of the coverage provided by the University, the District will also be considered to have secured payment of compensation for such individuals as provided in subd. (d) of section 3602 of the Labor Code.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of 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 University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of 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 District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (including but not limited to attorney fees and costs) incurred in the dispute.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Signed this _____ date of _____, 20____.

School District Tracy Unified School District
 Signature:
 Name: Tammy Jalique
 Title: Associate Superintendent for Human Resources
 Address: 1875 W. Lowell Ave.
 City: Tracy Zip code: 95376
 Phone: 209-830-3260
 Email: tjalique@tusd.net

Notre Dame de Namur University
 Signature: *Judith Maxwell Greig*
 Name: *Judith Maxwell Greig*
 Title: *President*
 NDNU Contact
 Aspo Normantas
 1500 Ralston Ave., Belmont, CA 94002
 650-508-3430
anormantas@ndnu.edu



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: May 7, 2018
SUBJECT: **Approve Student Teaching Agreement with Notre Dame de Namur University**

BACKGROUND: Tracy Unified School District encourages colleges and universities to place students in our schools to fulfill their requirement for obtaining a teaching credential. This has aided the District in increasing the number of candidates that are available for a variety of positions within the district. A contract with Notre Dame de Namur University and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective July 1, 2018 through June 30, 2023.

RATIONALE: Students working on their field experience will be placed with permanent status teachers within our district who are willing to serve as master teachers with the approval of their site principal. This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Student Teaching Agreement with Notre Dame de Namur University

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources

**Notre Dame de Namur University
Memorandum of Understanding and Agreement
to Place Student Teachers**

This agreement is between Tracy Unified School District (“District”) and Notre Dame de Namur University (“University”), who may be referred to collectively as the parties.

RECITALS

University operates a program for the education and training of candidates pursuing a California Preliminary Multiple Subject Teaching Credential, Single Subject Teaching Credential and/or Education Specialist Credential (Mild/Moderate and Moderate/Severe) with English Learner Authorization (ELA) and an MA in Education (i.e., credential candidates) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer these programs.

The District is authorized under Education Code 44320 et seq, to cooperate with institutions of higher education in providing training and experience to credential candidates.

One or more District employees who are credentialed, experienced faculty members at a District high school, middle school, or elementary school have agreed to be responsible for a class or classes assigned to a credential candidate, and may be referred to below as cooperating teachers.

University employs one or more experienced credentialed teachers or doctoral candidates who have agreed to provide direct classroom supervision and support to credential candidates and cooperating teachers. Such individuals may be referred to below as university supervisors.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of five (5) years beginning July 1, 2018 and ending June 30, 2023, unless terminated sooner. Either party may terminate this Agreement on 30 days’ written notice to the other; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

UNIVERSITY DUTIES

1. University will work collaboratively with the District’s school site administration and staff in the assignment of credential candidates.
2. University will guarantee that credential candidates have met California Commission for Teacher Credentialing (CTC) basic skills and subject matter competence prior to commencing independent student teaching.
3. University will undertake to have credential candidates remain in their student teaching assignments until the end of the requisite public school year unless removed for cause by the District or University.
4. University will confer regularly with District and site administration and cooperating teachers through meetings, telephone calls, and/or e-mail.
5. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a credential candidate in the school.

6. University will guarantee that credential candidates and university supervisors have appropriate TB and fingerprinting clearance.
 - a. Candidates will verify to the university and provide to Tracy USD verification of a current (within 3 years) negative TB test.
 - b. Candidates will complete an additional Certificate of Clearance through Tracy Unified School District at a reduced TUSD cost in effect at the time of the application.
7. University will undertake to have credential candidates establish and maintain adequate public liability and property damage insurance.
8. University will instruct credential candidates in state laws regarding child abuse reporting, sexual harassment and professional conduct.
9. University supervisors will conduct systematic and regular observations (minimum 6 per semester) of credential candidates' performances in the District's classrooms.
10. University supervisors will confer regularly with cooperating teachers and with the site administration through meetings, telephone calls, and/or e-mail.
11. Per California Commission on Teacher Credential (CTC) Preliminary Multiple and Single Subject Teaching Credential Program Standard 3D: Clinical Supervision, the program will, in collaboration with the district, provide and/or verify that the "district employed supervisors have a minimum of 10 hours of initial orientation to the program curriculum as well as professional develop in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices."

DISTRICT DUTIES

1. District will provide supervised teaching and other clinical/professional experiences for credential candidates through student teaching in the District's schools and classes under the supervision of a cooperating teacher.
2. District will provide each credential candidate with a certified, experienced teacher as a cooperating teacher and verify, per CTC Program Standard 3D, that the individual "holds a Clear Credential in the content area for which he/she is providing supervision and a minimum of three years of content areas K-12 teaching experience."
3. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by a credential candidate.
4. District will instruct credential candidates in school policies regarding child abuse reporting, sexual harassment and professional conduct.

CREDENTIAL CANDIDATE DUTIES ENFORCED BY UNIVERSITY

University will take steps consistent with its standard internal procedures to ensure that credential candidates:

1. Candidates will obtain an additional "Certificate of Clearance"/Live Scan Service as required by California Education Code Section 44320 (b) through Tracy Unified School District at a reduced TUSD cost in effect at the time of the application.
2. Candidates will provide to Tracy USD verification of a current (within 3 years) negative TB test.

3. Attend school placements for the required number of hours based on the cooperating teacher's schedule unless given prior written approval by the University's director of clinical work.
4. Co-plan with cooperating teachers throughout the academic year.
5. Co-teach with cooperating teachers throughout the academic year based on individually developed plans which emphasize credential candidate's gradual assumption of responsibility culminating in a solo teaching experience.
6. Participate in department meetings and faculty meetings when possible.
7. Attend Back to School Nights and Open Houses.
8. Execute any credential candidate contract adopted by the parties.

DISTRICT DISCRETION

The District at its sole discretion may refuse to accept any university student assigned to the District, and may request termination of the assignment of any previously assigned student.

STIPENDS

Stipends, if any, paid by the University to District shall be for transmittal directly to the cooperating teacher.

LIABILITY INSURANCE

The University and the District shall each maintain automobile liability, general liability, and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

WORKERS' COMPENSATION

The University and the District shall each maintain workers' compensation coverage applicable to their respective employees. The University agrees to maintain workers' compensation coverage for credential candidates to which this Agreement applies, and such coverage will be the only such coverage applicable to such credential candidates. By virtue of the coverage provided by the University, the District will also be considered to have secured payment of compensation for such individuals as provided in subd. (d) of section 3602 of the Labor Code.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of 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 University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of 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 District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (including but not limited to attorney fees and costs) incurred in the dispute.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Signed this _____ date of _____, 20_____.

School District Tracy Unified School District
Signature:

Name: Tammy Jalique

Title: Associate Superintendent for Human Resources

Address: 1875 W. Lowell Ave.

City: Tracy

Phone: 209-830-3260

Email: tjalique@tusd.net

Zip code: 95376

Notre Dame de Namur University

Signature: *Judith Maxwell Greig*

Name: *Judith Maxwell Greig*

Title: *President*

NDNU Contact

Aspo Normantas

1500 Ralston Ave., Belmont, CA 94002

650-508-3430

anormantas@ndnu.edu