

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, JUNE 25, 2019

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

**TIME: 6:30 PM Closed Session
7:00 PM Open Session**

A G E N D A

- | | | |
|-----------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, J. Silcox, L. Souza
Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| | 3.1 Administrative & Business Services: None. | |
| | 3.2 Educational Services: None. | |
| | 3.3 Human Resources: | |
| | 3.3.1 Approve Resignation Agreement and Release of All Claims #UCL 328
Action: Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.3.2 Release Probationary Classified Employees #UCL-329 Clerk Typist II
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** Report Out of Action Taken on Approve Resignation Agreement and Release of All Claims #UCL 328
Action: **Vote:** Yes __; No __; Absent __; Abstain __.
- 6b** Report Out of Action Taken on Release Probationary Classified Employees #UCL-329 Clerk Typist II
Action: **Vote:** Yes __; No __; Absent __; Abstain __.
- 7. Approve Regular Minutes of June 11, 2019.** **1-5**
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
- 8. Student Representative Reports:** None.
- 9. Recognition & Presentations:** An opportunity to honor students, employees and **community** members for outstanding achievement: None.
- 10. Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.
10.1 Administrative & Business Services: None.
- 11. Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a yellow speaker's card).
- 12. PUBLIC HEARING:** None.
- 13. Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __.
Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.
- 13.1 Administrative & Business Services:**
- 13.1.1** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **6-10**
 - 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 **11-12**
- 13.2 Educational Services:**
- 13.2.1** Approve the Spring 2019 Consolidated Application for the Tracy Unified School District **13-15**

13.2.2	Adopt Resolution No. 18-23 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for the 2019-2020 School Year and to Authorize Designated Personnel to Sign Contract Documents	16-18
13.2.3	Approve Memorandum of Understanding Between Give Every Child A Chance and Jacobson Elementary School, Poet Christian School and Wanda Hirsch Elementary School to Provide After School Tutoring for the 2019-2020 School Year	19-20
13.2.4	Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant (Separate Cover Item)	21
13.2.5	Approve Agreement for Special Contract Services with the Boys and Girls Club of Tracy to Provide Services at Central Elementary School for the 2019 -2020 School Year	22-25
13.2.6	Approve Agreement for Special Contract Services between Nancy Fetzer Literacy Connections, Inc. and Central Elementary School for the 2019 - 2020 School Year	26-29
13.2.7	Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt's International Center for Leadership in Education to Provide Professional Learning for 6-12 English Language Arts Rigorous Curriculum Design Team Teachers and 7-12 ELA Teachers during the 2019-2020 School Year	30-44
13.2.8	Approve Agreement for Special Contract Services with the Boys and Girls Club of Tracy to Provide Services at McKinley Elementary School for the 2019-2020 School Year	45-48
13.2.9	Approve Agreement for Special Contract Services with the Boys and Girls Club of Tracy to Provide Services at Monte Vista Middle School for the 2019-2020 School Year	49-52
13.2.10	Approve Out of State Travel for up to 8 Monte Vista Middle School Teachers to Attend the Solution Tree, Grading From the Inside Out Workshop, in Phoenix, AZ on October 14-15, 2019	53-58
13.2.11	Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Monte Vista Middle School during the 2019-2020 School Year	59-62
13.2.12	Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to Provide Intervention Services to Students at Monte Vista Middle School for the 2019-2020 School Year	63-66
13.2.13	Approve Agreement for Special Contract Services between Nancy Fetzer Literacy Connections, Inc. and North School for the 2019-2020 School Year	67-70
13.2.14	Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Services at North School for the 2019-2020 School Year	71-74
13.2.15	Approve Agreement for Special Contract Services with the San Joaquin County Office of Education- California Preschool Instructional Network (CPIN)	75-78

- 13.2.16 Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2019-2020 School Year **79-83**
- 13.2.17 Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Bayhill High School (Separate Cover Item) **84**
- 13.2.18 Ratify Agreement for Special Contract Services with D. Kim Setliff for Independent Educational Evaluation/Speech Assessment **85-88**
- 13.2.19 Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Structured Activities during Lunch Recess at South/West Park School during the 2019-2020 School Year **89-92**
- 13.2.20 Approve Agreement for Special Contract Services with AccuTrain Corp to Provide Professional Development on Responsibility Centered Discipline to Administrators, Teachers, Classified Staff and Parents at South/West Park School for the 2019-2020 School Year **93-101**
- 13.2.21 Approve Specialized Grant Funding for the 2019-2020 Agriculture Incentive Grant for West High School **102-109**
- 13.2.22 Approve Out of State Travel for Two West High School Administrators and Five Teachers to Attend the Professional Learning Communities (PLC) at Work Institute in Seattle, Washington, on August 14-16, 2019 **110**
- 13.2.23 Approve Agreement for Special Contract Services with Solution Tree Inc. to Provide Onsite Professional Development for West High Staff on August 5, 2019 **111-117**
- 13.2.24 Approve Agreement for Special Contract Services with Mattie Spires, MFTI, to Provide Mental Health Services to Williams Middle School for an Additional Day of Services for the 2019-2020 School Year **118-121**
- 13.2.25 Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Williams Middle School during the 2019-2020 School Year **122-125**
- 13.2.26 Approve Master Contract for Nonpublic, Nonsectarian School/Agency Services with Therapeutic Pathways, Inc. (Separate Cover Item) **126**

13.3 Human Resources:

- 13.3.1 Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment **127-129**
- 13.3.2 Approve Classified, Certificated, and/or Management Employment **130-133**

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

14.1 Administrative & Business Services:

- 14.1.1 Approve the LCAP Parent Budget Overview, Local Control Accountability Plan (LCAP) for the 2019-2020 School Year (Separate Cover Item) **134-135**
- Action:** Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain
- 14.1.2 Approve the 2019-20 LCAP Federal Addendum (Separate Cover Item) **136**

Action:	Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__	
14.1.3	Adopt the 2019-20 Annual School District Budget (Separate Cover Item)	137-139
Action:	Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__	
14.1.4	Approve Contract with Handle With Care for Classified Employee Security Training	140-153
Action:	Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__	
14.1.5	Acknowledge Receipt of Administrative Regulation 1330.1 Community Rental of School District Facilities (Second Reading, Intent to Adopt) (Separate Cover Item)	154
Action:	Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__	
14.1.6	Adopt Revised Board Policy (BP) and Administrative Regulation (AR) 5030 Student Wellness (Second Reading, Intent to Adopt)	155-179
Action:	Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__	
14.1.7	Adopt Resolution No. 18-24 Authorizing the Governing Board to Delegate Powers to the Associate Superintendent for Business Services	180-182
Action:	Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__	
14.1.8	Authorize Associate Superintendent for Business Services to Enter into an Agreement for Uniform/Linen Services (Separate Cover Item)	183
Action:	Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__	
14.2	Educational Services:	
14.2.1	Adopt Revisions to the District High School Student Handbook for the 2019-2020 School Year (Separate Cover Item)	184
Action:	Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__	
14.2.2	Approve the School Readiness Parent Handbook for the 2019-2020 School Year (Separate Cover Item)	185
Action:	Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__	
14.3	Human Resources:	
14.3.1	Approve an Addendum to the September 27, 2017, Affiliation Agreement for Student Teaching, Internship, Pupil Personnel Services, Preliminary Administrative Services Credentials and Fieldwork Agreement with the University of the Pacific	186-202
Action:	Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__	
14.3.2	Approve Agreement with Stanislaus County Office of Education for Administrators Working to Obtain Their Clear Administrative Credential	203-205
Action:	Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__	
14.3.3	Approve Declaration for a Provisional Internship Permit	206-207
Action:	Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__	
14.3.4	Approve a Variable Term Waiver for Karyn Lipman – Certificate of Completion of Staff Development (SDAIE)	208-209
Action:	Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__	

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

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

17. Board Meeting Calendar:

- 17.1 August 13, 2019
- 17.2 August 27, 2019
- 17.3 September 10, 2019
- 17.4 September 24, 2019

18. Upcoming Events:

- | | | |
|------|----------------------|-----------------------------------|
| 18.1 | August 6, 2019 | First Day of School for 2019-2020 |
| 18.2 | September 2, 2019 | No School, Labor Day |
| 18.3 | October 21, 2019 | No School, P/T Conferences |
| 18.4 | November 11, 2019 | No School, Veterans Day |
| 18.5 | November 25-29, 2019 | No School, Thanksgiving Break |

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, June 11, 2019**

- 6:30 PM:** 1-3. President Abercrombie called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, J. Costa, S. Kaur, B. Pekari, J. Silcox, L. Souza
Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall, B. Etcheverry
- 7:00 PM** 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Report Out of Action Taken on Reinstatements #19-20/#01, #19-20/#02, #19-20/#03, #19-20/#04
Action: **Vote:** Yes-7; No-0.
- Minutes:** Approve Regular Minutes of May 28, 2019
Vote: Pekari, Costa. **Vote:** Yes-6; No-0; Abstain-1(Kaur)
- Employees Present:** A. Gossett, L. Nelson, R. Call, J. Stocking, T. Calderon, R. Pecot, K. Rieman, J. Nott
- Press:** None.
- Visitors Present:** L. Valadez
- Student Rep Reports:** None.
- Recognition & Presentations:** 9.1 None.
- Information & Discussion Items:** 10.1 **Administrative & Business Services:**

- 10.1.1 Receive Report on the 2019-2020 Annual School District Budget & the 2019-2020 annual revision to the 2017-2020 LCAP (Separate Cover Items)

Director of Continuous Improvement, State and Federal Programs, Julianna Stocking, presented a power point. She explained the purpose of the LCAP, the development process and goals. There are 27 metrics by which we measure our growth and accountability. The LCAP requirements includes the 8 state priorities, the SBE template, aligning goals, actions and expenditures, and have community engagement and public hearings. One of our greatest progress is our suspension rate has reduced significantly in 3 student groups and our graduation rate is 90.4%. To increase at risk student group graduation rates, the district has expanded TUSD's 9th Grade Bridge Program and AVID sections, we have increased programs to provide targeted interventions for at risk students, summer school for K-8 is offered in ELA/ELD Math and Science and professional development for administrators, teachers and paraprofessionals. She reviewed other planned actions and services. The next step is to present the completed LCAP and budget for board approval at the June 25, 2019, meeting. It will then be submitted to the San Joaquin County Office of Education by July 1, 2019.

Associate Superintendent of Business Services, Dr. Cascy Goodall also presented a power point and reviewed the 7 steps to understanding a budget along with the major assumptions. One big reason that expenditures are increasing are because of the rising pension costs. We also have declining enrollment. The numbers are always based on the prior year. The District will be able to meet its financial obligations for the current fiscal year and 2 subsequent fiscal years without significant budget reductions.

Hearing of Delegations

- 11. None.

Public Hearing:

- 12.1 **Administrative & Business Services:** None.
- 12.1.1 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP), Associated Expenditures, and the Budget Overview for Families

A public hearing was opened at 7:49 p.m.
 No comments were made.
 The public hearing was closed at 7:50 p.m.

Consent Items:

- 13. **Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**
Action: Kaur, Souza. **Vote:** Yes-7; No-0.
- 13.1 **Administrative & Business Services:**
- 13.1.1 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

- 13.1.2 Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District
- 13.1.3 Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment through Direct Sale to Vendor in Lieu of Disposal Expenses

- 13.2 **Educational Services:**
- 13.2.1 Approve Out of State Travel for Tracy High AVID Teacher Ken Wedel to Attend the AVID Summer Institute Training in Philadelphia, PA on July 14-17, 2019
- 13.2.2 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 2019-2020 School Year
- 13.2.3 Approve Out of State Travel for Four Kelly Elementary School Teachers and One Administrator to Attend PLC (Culture and Achievement) Institute in Minneapolis, Minnesota from September 30th - October 3rd, 2019
- 13.2.4 Approve Agreement for Special Contract Services with Karen McCrary, MFTi, to Provide Three Additional Mental Health Service Hours per Week at Duncan Russell Continuation High School during the 2019-2020 School Year
- 13.2.5 Approve Agreement for Special Contract Services with Karen McCrary, MFTI, to Provide Two Additional Days of Mental Health Services to Jacobson Elementary School for the 2019-2020 School Year
- 13.2.6 Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Additional Mental Health Services to North Elementary for the 2019-2020 school year
- 13.2.7 Approve Out of State Travel for Four Educational Services Staff to Attend the Collaborative for Academic, Social and Emotional Learning (CASEL) Exchange in Chicago, IL, October 2-4, 2019
- 13.2.8 Approve Agreement for Special Contract Services with S & S Worldwide, Inc. for PE Central, Professional Development, to Provide Single Subject Physical Education Teachers Professional Learning on District Early Release Mondays During the 2019-2020 School Year
- 13.2.9 Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Office to Support the 6-12 Science Teachers during the 2019-2020 School Year
- 13.2.10 Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2019-2020 School Year
- 13.2.11 Approve all Out of State, Overnight, and Out of District Travel for Tracy High AG/FFA Teachers and Students for the 2019-2020 School Year

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

- 13.3.2 Approve Classified, Certificated and/or Management Employment
- 13.3.3 Approve Employment of 2019 Summer School Staff

Action Items:

14.1 Administrative & Business Services:

- 14.1.1 Acknowledge Receipt of Administrative Regulation 1330.1 Community Rental of School District Facilities (First Reading)
(Separate Cover Item)

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

- 14.1.2 Adopt Revised Board Policy (BP) and Administrative Regulation (AR) 5030 Student Wellness (First Reading)

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

- 14.1.3 Bylaws to Be Compliant with CSBA Guidelines (Second Reading)
(Separate Cover Item)

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

- 14.1.4 Approve Amendment No. 2 to Master School Impact Mitigation Agreement by and among Tracy Unified School District, Califia, LLC and River Islands Development, LLC (Report)

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

14.2 Educational Services: None.

- 14.2.1 Adopt Revisions to Board Policy 0420.4 Charter Schools and Acknowledge Revisions to Administrative Regulation 0420.4 Charter Schools (2nd reading)

Action: Pekari, Kaur. **Vote:** Yes-7; No-0. Approved as Final.

- 14.2.2 Approve School Site Single Plans for Student Achievement and Site Budgets for the 2019/2020 School Year (Separate Cover Items)

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

- 14.2.3 Approve K-8 Student Handbook Revisions for the 2019-2020 School Year (Separate Cover Item)

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

- 14.2.4 Approve the Memorandum of Understanding (MOU) Between the Tracy Unified School District and the Tracy Learning Center – Preschool through 12th Grade Programs (Separate Cover Item)

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

14.3 Human Resources:

- 14.3.1 Approve Establishment of Committee on Assignments

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

- 14.3.2 Approve Tentative Agreement with CSEA for Reclassification and New Job Description for Secretary to the Director of Adult and Career and Technical Education

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

- 14.3.3 Approve Student Teaching and Practicum Agreement with National University

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

Board Reports:

Trustee Silcox hopes everyone is able to stay cool in this heat. Trustee Souza thanked those that came tonight and thanked staff for the LCAP and budget reports. Trustee Kaur agrees with the previous statements. Trustee Alexander

commented that he attended his granddaughter's graduation on Friday. Also, he attended the Tracy African American Association's Juneteenth event on Saturday. Trustee Costa reported that the Tracy Parks is working on updating Lincoln Park. There will be information on the City of Tracy website. Trustee Pekari attended Juneteenth on Saturday with Dr. Stephens and Mr. Alexander. It was nice to see the scholarships given out. There was a nice article in paper a few weeks ago about "See Something, Say Something" who work in combination with the Tracy Police Department and Tracy Crime Stoppers. There were over 40 students from our 3 high schools who rallied together. It is nice to have our students working together and to see positive news. Trustee Abercrombie commented on the leadership academy at the police department. He is proud of the kids on summer break that volunteered and are working on various community service projects.

**Superintendent
Report:**

Dr. Stephens commented that last week he attended the SJCOE classified and teacher of the year awards. Jeremy Walton from Bohn received the classified award and Monica Hill from George Kelly was nominated for teacher of the year. We will post the video when we get it from the county. It is an amazing ceremony and he was honored to be there and be a part of it. Maybe next year some of the board members would like to attend.

Adjourn: 7:59 pm

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: June 12, 2019
SUBJECT: **Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT**

June 25, 2019

SUMMARY OF SERVICES

A. Vendor: Assad Insurance Agency
Site: Tracy Unified School District
Item: Property and Liability Insurance Renewal for the 19/20 Fiscal Year
Services: Property and Liability: Premises and vehicles, crime/employee dishonesty, electronic data processing/equipment breakdown, excess liability, cyber liability, claims administration, NorCal Relief safety inspections, property appraisals.
Cost: \$1,042,944.00
Project Funding: Risk Management/Insurance

B. Vendor: Houghton Mifflin Harcourt (Scholastic iREAD)
Sites: All District Kindergarten through Second Grade Classrooms
Item: Annual Subscription Renewal
Services: Since 2015-2016, Tracy Unified has partnered with the Scholastic, now Houghton, Mifflin, Harcourt (HMH) Companies to access online intensive intervention software for all District K-2 students. Use of this software Program is intended to work towards the District LCAP Goal of having all students reading at grade level by the third grade. Subscription includes unlimited K-2 Student Licenses, 170 Teacher Licenses, and 26 Staff Training/Coaching Days.
Cost: \$ 129,870.00
Project Funding: LCAP

C. Vendor: University of California, Berkeley School of Optometry
Site: District-wide
Item: Contract
Services: Modified clinical technique vision screenings provided per state mandates
Cost: \$4.00 per student, not to exceed \$9,500.00
Project Funding: Health Services

D. Vendor: Alegre Home Care/Alegre Staffing
Site: District-wide
Item: Contract
Services: Perform catheterizations, manage diabetics, provide 1-on-1 LVN/RN services, and perform other nursing duties as required.
Cost: \$45.00/hr. for LVN 1, \$52.00 for LVN 2, \$58.00/hr. for an RN and \$70.00/hr. for a credentialed RN.
Project Funding: Health Services

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

F. Vendor: Continuing Development Incorporated (CDI)
Site: Freiler, Hirsch, Jacobson, Kelly, South/West Park, and Villalovoz
Item: Five (5) Year Agreement (Expires June 30, 2020)
Services: License to use seven modular structures on District property. The buildings will be used to provide child care services Monday through Friday, year-round, with occasional evening/weekend use for program related purposes.
Cost: NA
Project Funding: \$600.00/Quarterly payments to TUSD for each site at a total of \$16,800.00 monthly. Plus monthly reimbursement for associated utility costs.

G. Vendor: Hazard Management Services, Inc.
Site: District-wide
Item: Open Purchase Order
Services: Air quality testing and polarized light microscopy analysis of potential asbestos containing materials. Asbestos abatement projects as identified throughout the year.
Cost: <\$3,000.00
Project Funding: Environmental Compliance

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

I. Vendor: Sutter Health Valley Hospitals
Site: Tracy High School
Item: Three (3) Year Student Experiences Agreement (Expires May 1, 2021)
Services: Career opportunity job shadowing program to take place at Sutter Tracy Community Hospital. This program requires only that students job shadow facility personnel, students will not be involved in any direct patient care of interactions with patients, family members or visitors.
Cost: NA
Project Funding: No Cost to the District

J. Vendor: Sutter Valley Medical Foundation
Site: Tracy High School
Item: Three (3) Year Student Experiences Agreement (Expires May 1, 2021)
Services: Career opportunity job shadowing program to take place at Sutter Valley Medical Foundation outpatient facilities. This program requires only that students job shadow facility personnel, students will not be involved in any direct patient care of interactions with patients, family members or visitors.
Cost: NA
Project Funding: No Cost to the District

K. Vendor: Sierra Building Systems
Site: District Wide
Item: Proposal
Services: Per the National Fire Alarm and Signaling Code, NFPA 72, Sierra Building Systems will perform testing, inspection, and deficiency repairs to the fire alarm panels district wide.
Cost: \$73,480.00 for Inspections, not to exceed \$124,000.00
Project Funding: Environmental Compliance

L. Vendor: San Joaquin County Office of Education
Site: Special Education Department
Item: Memorandum of Understanding
Services: Services to special education students who have been referred to the SJCOE community school program and have been determined to be appropriately placed based on the recommendation of the JEP team.
Cost: SJCOE will pay TUSD the adjusted SELPA revenue amount received per ADA for enrolled special education students.
Project Funding: N/A

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

N. Vendor: Department of Toxic Substances Control
Site: Tracy High School – New Parking Lot
Item: Purchase Order Adjustment - Ratify
Services: Additional site approval fees for the future parking lot.
Cost: \$1,002.25
Project Funding: State School Facilities Funds-Project Savings from Various Projects

O. Vendor: Wallace Kuhl & Associates
Site: West High School
Item: Proposal - Ratify
Services: Consultant to perform testing and special inspection services of earthwork as it pertains to the ADA upgrades as part of the new synthetic turf replacement in the West High School Stadium project.
Cost: \$1,680.00 Estimate
Project Funding: Unrestricted General Fund/Deferred Maintenance

P. Vendor: Wallace Kuhl & Associates
Site: West High School
Item: Proposal Increase - Ratify
Services: Consultant to perform in-place drainage testing of the aggregate base layer at the existing field prior to placing the new synthetic turf in the West High School Stadium.
Cost: \$2,500.00 Estimate
Project Funding: Unrestricted General Fund/Deferred Maintenance



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: June 11, 2019
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:

Tracy Unified School District:

1. Tracy Unified School District: From Lawrence Livermore National Security, LLC for the amount of \$5,000.00 (ck. #895706). This donation will be used for STEM education, more specifically, for materials to support the District's new STEM units.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Robyn and Richard Pekala for the amount of \$1,500.00 (ck. #4520). This donation will benefit Tracy High School's chemistry and physics program.
2. Tracy Unified School District/Tracy High School: From Photo 360 for the amount of \$1,353.00 (ck. #1543). This donation will benefit Tracy High School's athletic program.
3. Tracy Unified School District/Tracy High School: From John and Ann Dias for the amount of \$200.00 (ck. #7121). This donation is a contribution to the Ranae Dias "True Grit" award for the 2018/2019 school year.
4. Tracy Unified School District/Tracy High School: From William and Celeste Koster for the amount of \$1,000.00 (ck. #1102). This donation is a contribution to the Arianna Koster FFA Scholarship for the 2018/2019 school year.
5. Tracy Unified School District/Tracy High School: From Vasuki Nijagal for the amount of \$1000.00. This donation is a contribution to the Nijagal Family Scholarship for the 2018/2019 school year.
6. Tracy Unified School District/Tracy High School: From John and Ann Dias for the amount of \$200.00 (ck. #7122). This donation is a contribution to the Shawna Dias Softball Defensive Player Award for the 2018/2019 school year.

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.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent for Educational Services
DATE: June 12, 2019
SUBJECT: **Approve the Spring 2019 Consolidated Application for the Tracy Unified School District**

BACKGROUND: Each year, the District is required to submit to the State Department of Education a Consolidated Application for Funding of Categorical Aid Programs. These programs include both Federal and State-funded programs. Federally-funded programs include Title I (Economically Disadvantaged Students), Title II (Professional Development), Title III (English Language Learners), and beginning in 2018-2019, Title IV (Student Support). The Spring 2019 Consolidated Application indicates the District's desire to continue to participate in these programs, abide by their guidelines, and establish site eligibility for Title I participation. Individual School Site Plans containing specific goals, programs, and budgets are submitted to the School Board for approval to help meet this eligibility requirement.

RATIONALE: State law requires local Governing Board approval. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; 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: There is no cost to the District.

RECOMMENDATION: Approve the Spring 2019 Consolidated Application for the Tracy Unified School District.

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

2019-20 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/25/2019
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Maria Espinoza
DELAC review date	05/07/2019
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	No

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2019-20 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Title IV, Part A (Student Support) ESSA Sec. 1112(b) SACS 4127	Yes
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*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent for Educational Services
DATE: June 25, 2019
SUBJECT: **Adopt Resolution No. 18-23 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for the 2019-2020 School Year and to Authorize Designated Personnel to Sign Contract Documents**

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

RATIONALE: The State Preschool Program provides important educational opportunities for students ages 3 to 4. In addition, over half of the students are bilingual, and the preschool provides these students an additional opportunity for early English Language Acquisition. The State will provide approximately \$303,843.00 for the operation of this program. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers. Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the District.

RECOMMENDATION: Adopt Resolution No. 18-23 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for the 2019-2020 School Year and to Authorize Designated Personnel to Sign Contract Documents.

Prepared by: Julianna Stocking, Director of Continuous Improvement.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION No. 18-23
APPROVING THE APPLICATION AUTHORIZING THE DISTRICT TO
ENTER INTO A YEARLY CONTRACT WITH THE STATE FOR A CHILD
DEVELOPMENT PROGRAM FOR 2019-2020, AND TO AUTHORIZE
DESIGNATED PERSONNEL TO SIGN CONTRACT DOCUMENTS.**

WHEREAS, the Tracy Unified School District operates State Preschool Programs on the South/West Park Elementary and North School campuses for which the District receives State funding; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the *Tracy Unified School District Board of Education* does hereby approve the application authorizing the District to enter into a yearly contract with the State for a Child Development Program for 2019-2020 and to authorize designated personnel to sign contract documents.

PASSED AND ADOPTED this 25th day of June, 2019 by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES: NOTES: ABSENT: ABSTAIN:

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

Attested:

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

Clerk
Board of Trustees
Tracy Unified School District



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 10, 2019
SUBJECT: **Approve Memorandum of Understanding Between Give Every Child A Chance and Jacobson Elementary School, Poet Christian School and Wanda Hirsch Elementary School to Provide After School Tutoring for the 2019-2020 School Year.**

BACKGROUND: Give Every Child a Chance (GECAC) is a non-profit organization which has applied for and received donations and grants which fund the program. The past eight years, GECAC has provided tutoring services after school to Jacobson students. The tutors are middle and high school students, with parent permission. Students receiving tutoring are students identified by their teacher as those in danger of failing. The curriculum used will be provided by each student's classroom teacher. A communication log will be used between the tutor and teacher to ensure the student is progressing.

RATIONALE: The staff at Jacobson Elementary, Poet Christian, and Wanda Hirsch Elementary Schools believes that Give Every Child a Chance does help struggling students. This one-on-one tutoring program is not only welcomed, but is greatly appreciated. By giving at-risk students additional intervention, they feel more confident, and perform better in the classroom. Jacobson Elementary is a school-wide Title I school. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: There is no cost to the District. Funding is provided through Give Every Child a Chance, a non-profit organization.

RECOMMENDATION: Approve Memorandum of Understanding Between Give Every Child A Chance and Jacobson Elementary School, Poet Christian School and Wanda Hirsch Elementary School to Provide After School Tutoring for the 2019-2020 School Year.

Prepared by: Mary R. Petty, Principal, Jacobson Elementary School.



A Volunteer Mentor-Tutor Program
322 Sun West Pl / Manteca, CA 95337
Administration: 209.823.6222 / Programs 209.825.7003
www.gecac.net / Fax: 209.823.6255

MEMORANDUM OF UNDERSTANDING
BETWEEN

Give Every Child A Chance
&
Melville S. Jacobson Elementary School

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between Give Every Child A Chance, hereinafter referred to as GECAC, and Melville S. Jacobson Elementary School of the Tracy Unified School District, hereinafter referred to as Melville S. Jacobson School.

PURPOSE:

The purpose of this MOU is to continue to develop and expand a framework of cooperation between GECAC and Melville S. Jacobson Elementary School to develop a mutually beneficial program that benefits our students and community.

MELVILLE S. JACOBSON SCHOOL SHALL:

1. Provide dedicated or shared tutoring space with lighted walking path for two or four days a week (Monday-Thursday) from the time school is dismissed until at least 6:30 p.m.
2. Refer students to the program
3. Allow GECAC to recruit tutor/mentors by class visits or attending clubs, assemblies, staff meetings etc.
4. Distribute program information at back to school nights or in newsletters.
5. Make announcements pertaining to the program
6. Assign a school contact person for our Site Coordinator to communicate with.
7. Space for a locking bin (3x4)
8. On site GECAC box/or other space to receive school information.
9. Space on the wall for a Bulletin Board (3x2).
10. Allow our Director of Sites to visit-deliver snacks/drinks to the site weekly.
11. Allow the GECAC to identify the site as a tutoring location
12. Provide access to a restroom and phone to receive and make local calls during the tutoring sessions

GECAC SHALL:

1. Provide the cost of staffing & volunteer tutors.
2. Provide a snack and drink for tutors-students in our program.
3. Manage the employees and volunteers of the site.
4. Qualify students on an annual basis for our program.
5. Provide all the resources needed for the site, pens, paper etc.

This MOU will be in effect until either party chooses to dissolve it. This MOU in no way can cover everything for every situation. Give Every Child A Chance program is an **Open Door Policy Program**.

Date of Agreement: 6-10-19

GECAC Staff: Debbie VanDePol Title: P.D.

School Administrator Signature

20
Printed Name

Title:



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 12, 2019
SUBJECT: **Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant**

BACKGROUND: Tracy Unified School District (TUSD) has received grant funding since 2004 to provide school readiness programs that help young children grow up healthy and be successful in school and in life. The Building Literacy Together grant began in July 2010 and continued or expanded some of the services provided through the PLAY School Readiness Program from April 2006 to June 2010. Building Literacy Together program components include high-quality preschool for approximately 72 students; child and adult literacy activities; kindergarten transition programs during the spring and summer; parent education and involvement opportunities; and articulation between early childhood and elementary school programs.

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

FUNDING: There is no cost to the District; the District will receive grant money from First 5 San Joaquin to provide the Building Literacy Together project in the amount of approximately \$438,780 for the period July 1, 2019 to June 30, 2020.

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

Prepared by: Julianna Stocking, Director of Alternative Programs.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 12, 2019
SUBJECT: **Approve Agreement for Special Contract Services with the Boys and Girls Club of Tracy to Provide Services at Central Elementary School for the 2019 -2020 School Year**

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

RATIONALE: Students need a safe place to go and positive activities to associate with academic success. Central Elementary School's partnership with the Boys and Girls Club provides a wealth of after school activities that are positive, academically enriching, team building, and community oriented. This 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 amount will not exceed \$4,000. The cost will be paid from Site Title I Categorical Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with the Boys and Girls Club of Tracy to Provide Services at Central Elementary School for the 2019 -2020 School Year.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide activities, tutoring, reading and mentoring programs for all students. Supplies for these programs are also needed.

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

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

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

- a. District shall pay \$4,000 per | | HOUR | | 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 | | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a | | MONTHLY PROGRESS BASIS | | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 6, 2019, and shall terminate on June 30, 2020.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Nancy Morgan Link, at (²⁰⁹) 830-3303 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
- a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
- b. Contractor [] WILL [] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:


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

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

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

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

AGREED:

 Executive Director

Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

Date

Executive Director

Title

Account Number to be Charged

753 W. Lowell Ave

Address

Department/Site Approval

Tracy, CA 95376

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 12, 2019
SUBJECT: **Approve Agreement for Special Contract Services between Nancy Fetzer Literacy Connections, Inc. and Central Elementary School for the 2019 - 2020 School Year**

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

RATIONALE: Central students routinely perform below District standards on writing assessments. However, after having Nancy Fetzer work with staff, the writing scores have improved. Nancy Fetzer has presented at statewide conferences and is a highly respected writing coach. Central School requests approval to bring this consultant in to work with Central teachers. This in-service supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers and District Strategic Goal #2; Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The School Site Title 1 funds will pay the cost not to exceed \$10,000.00.

RECOMMENDATION: Approve Agreement for Special Contract Services between Nancy Fetzer Literacy Connections, Inc. and Central Elementary School for the 2019 - 2020 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: _____

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

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 () | | HOURS | ✓ | DAYS, under the terms of this agreement at the following location Central School.

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

a. District shall pay \$ 10,000.00 per | | HOUR | | DAY | ✓ | FLAT RATE, not to exceed a total of \$ 10,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on August 6, 2019, and shall terminate on November 30, 2019.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Nancy Morgan Link, at (209) 830-3303 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [] WILL [] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 12, 2019
SUBJECT: **Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt’s International Center for Leadership in Education to Provide Professional Learning for 6-12 English Language Arts Rigorous Curriculum Design Team Teachers and 7-12 ELA Teachers during the 2019-2020 School Year**

BACKGROUND: The International Center for Leadership in Education (ICLE), a division of Houghton Mifflin Harcourt (HMH), is uniquely qualified to assist Tracy Unified School District (TUSD) with the development and implementation of our continued district-wide initiative to foster rigorous and relevant learning environments. Since 1991, ICLE has assisted districts in promoting relevant and rigorous instruction and in developing effective instructional leaders. ICLE has proven strategies, techniques, and research-based programs that have helped states, districts, and schools increase student achievement. ICLE worked with District English language arts (ELA) and math teacher-leaders to create the Rigorous Curriculum Design (RCD) units of study, units that forefront the California content standards and are the drivers of instruction in TUSD. ICLE has partnered with TUSD to provide professional learning for teachers and administrators, aligned to the state-mandated reforms in ELA and math, since 2014.

RATIONALE: TUSD site administrators have requested increased support for RCD ELA implementation efforts in 6-12 to make the most effective use of standards-driven instruction using district adopted materials. 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: The cost for this training and support is not to exceed \$44,226.00 and will be paid out of District Title II funds to support LCAP Goal 1, Action 2.

RECOMMENDATION: Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt’s International Center for Leadership in Education to Provide Professional Learning for 6-12 English Language Arts Rigorous Curriculum Design Team Teachers and ELA Teachers during the 2019-2020 School Year.

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

Rigorous Curriculum Design: ELA 2019

Proposed Comprehensive Scope of Work for Tracy Unified School District

How ICLE Can Help

The International Center for Leadership in Education (ICLE), a division of Houghton Mifflin Harcourt, is uniquely qualified to assist Tracy Unified School District with the development and implementation of a district-wide initiative to foster rigorous and relevant learning environments. Since 1991, ICLE has been at the forefront of promoting rigorous and relevant instruction and developing effective instructional leaders. ICLE has produced proven strategies, techniques, and research-based programs that have helped states, districts, and schools drive student achievement through data driven instruction.

Schools are actively engaged in building the knowledge and skills of their educators to improve student performance. Leaders and teachers must balance the design of their curricula to prepare students to successfully pursue whatever life pathways they choose *and* to succeed on state, provincial, and national tests without sacrificing rich, worthwhile learning. To accomplish this they need a comprehensive, yet doable approach to curriculum design—one that any school system can use to create rigorous curricular units of study for every grade and content area.

Rigorous Curriculum Design (RCD) is a proven model for designing a cohesive and comprehensive curriculum that intentionally connects standards, instruction, and assessment. The design process is a tiered, intensive, collaborative approach to adjusting instruction in an overall planning framework. It is straightforward, sequential, and explicit.

The collaborative design process can bring a school district together in its focus to improve the adult actions that directly affect student achievement while cultivating “in-house” ownership of the curricula.

We propose that the skilled practitioners at The International Center for Leadership in Education - experienced former teachers and administrators - bring the **Rigorous Curriculum Design** training to your educators. When standards-aligned, collaborative curriculum design is a component of a school improvement plan, improved student performance becomes both achievable and sustainable.

The *Rigorous Curriculum Design* training allows your educators to experience the value and power of a collaborative planning environment that is focused on a careful, multi-year process, carried out in incremental steps. Instruction and assessment practices will function as part of an intentionally aligned curriculum design system. Once embedded in your school culture, the Rigorous Curriculum Design process will nurture the professional growth of everyone involved.

RIGOROUS CURRICULUM DESIGN – ELA

➤ The Rigorous Curriculum Design Process

The Rigorous Curriculum Design model incorporates several integrated professional practices that are necessary in order to create rigorous curricular units of study for every grade and course in a targeted content area. These practices consist of: prioritizing standards, “unwrapping” the standards, preparing pacing calendars, writing common formative assessments and scoring guides, effective teaching strategies, designing authentic performance tasks, understanding how to apply different categories of instructional strategies, and implementing a unit of study in conjunction with the Data Teams process.

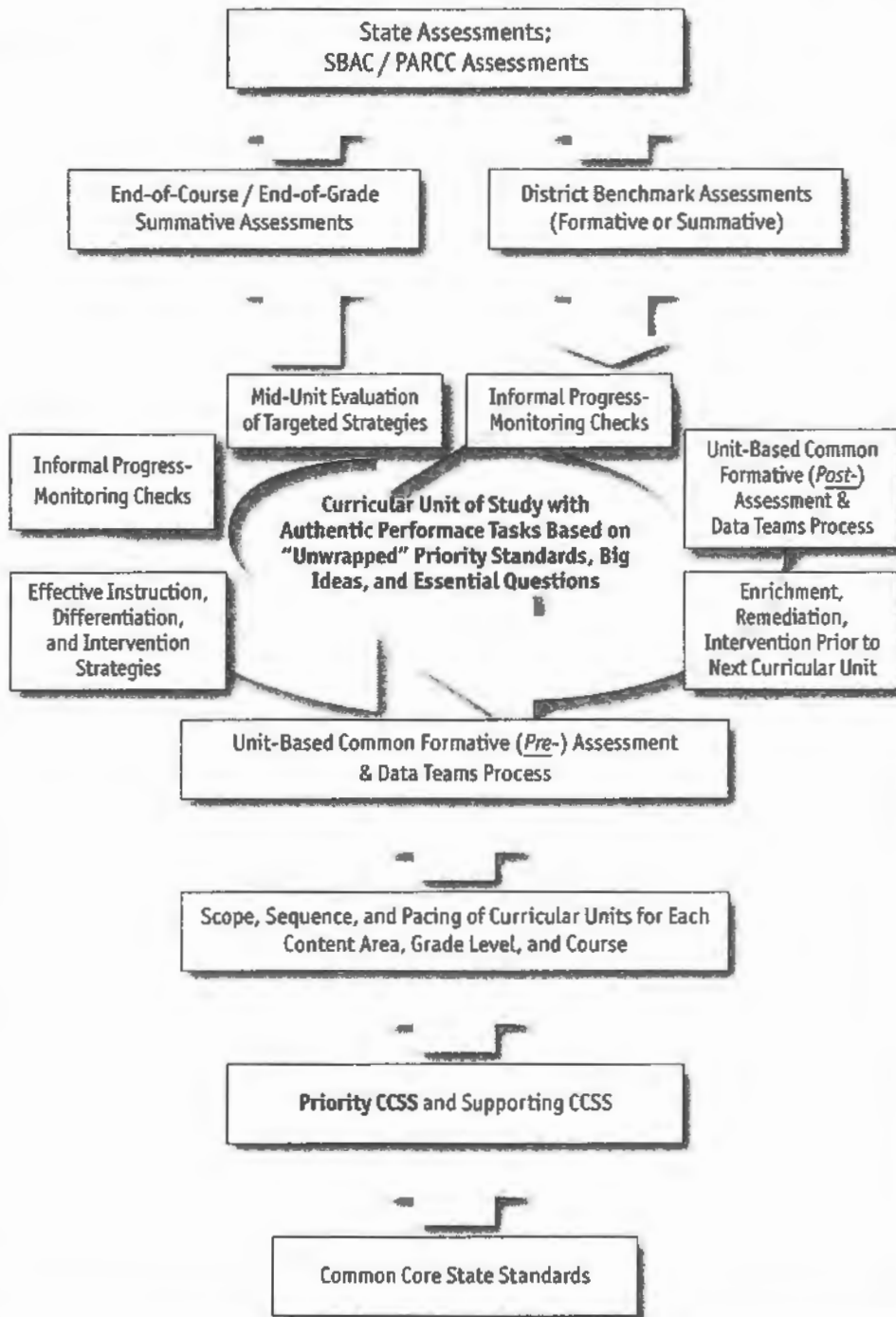
The training consists of four parts. Part One provides foundational knowledge and builds understanding about how the practices create a cohesive system to improve student learning in the classroom and corresponding performance on standardized tests. Parts Two and Three teach the specific steps that educators follow to create units of study that are aligned to standards. Part Four details how to implement each unit of study.

PART ONE: Seeing the Big Picture Connections First

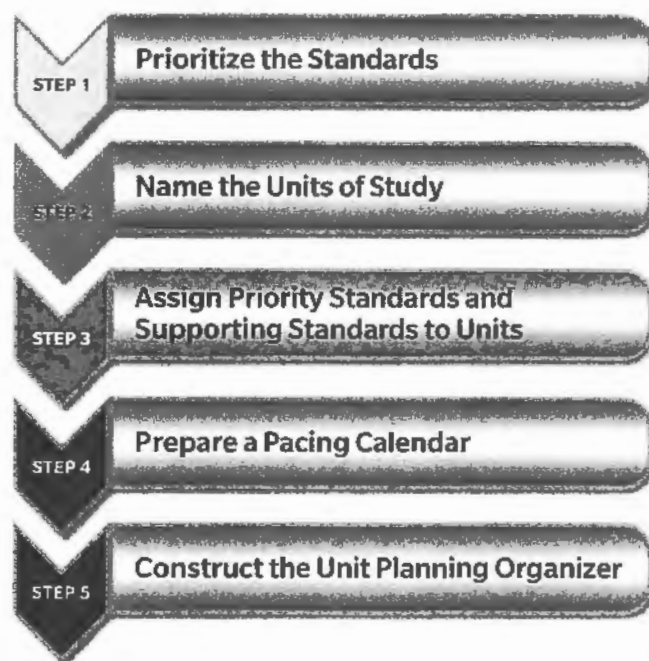
Before beginning the actual design of rigorous curricular units of study, it is important to understand how curriculum design fits perfectly into the “big picture” of standards, assessments, instruction, and data practices. These two-day seminars provide an orientation to the comprehensive Rigorous Curriculum Design process.

Working as part of your designated ELA and Math design teams, participants will learn about the step-by-step sequence for planning and then designing the actual curricular units of study, from start to finish.

The Big Picture: Rigorous Curriculum Design Alignment



PART TWO: Building the Foundation for Designing Curricular Units



Before “building” the curricular units of study, it is necessary to first build a strong foundation. Otherwise, curriculum design teams are erecting a superstructure upon an uncertain base. Here is a brief description of each of the five foundational steps:

1. **Prioritize the Standards.** Prioritize and vertically align from grade-to-grade and course-to-course the academic content standards or learning outcomes (grade- or course-specific learning expectations) for selected content areas. These represent the “assured competencies” that students are to know and be able to do by the end of each academic school year so they are prepared to enter the *next* level of learning.
2. **Name the Units of Study.** Name all of the specific units of study for each grade level and course in those selected content areas. Through these units of study, implemented during the year or course, students will learn and be assessed upon their understanding and application of the particular standards or learning outcomes in focus.
3. **Assign the Standards—Priority and Supporting.** Assign Priority Standards *and* supporting standards to each unit of study, taking into account “learning progressions”—those building blocks of concepts and skills that students need to learn before they can learn other ones. Confirm that every Priority Standard is assigned to one or more units of study that will be scheduled for administration *up to* and *following* state or provincial exams.
4. **Prepare a Pacing Calendar.** Referring to the school district or school division master calendar, create a curriculum pacing calendar for implementing the units of study to ensure that all Priority Standards will be taught, assessed, retaught, and

reassessed throughout the school year—*prior to* state or provincial tests. Adjust the number of days or weeks designated for each unit of study so that all units can be completed during the months leading up to the high-stakes tests. Factor in a “buffer” week *between* units for the purpose of re-teaching and reassessing close-to-proficient students, intervening and reassessing far-from-proficient students, and enriching proficient and above students.

- a. *Extend* the pacing calendar to schedule the remaining units of study during the months following the state or provincial tests, if applicable. Again, adjust the length and/or duration of each unit of study so that it can be implemented before the end of the school year.
5. **Construct the Unit Planning Organizer.** Brainstorm a list of elements to include on the unit-planning organizer that will be used to create each unit of study. Draft a sample template that includes all of these elements. Revise the template as needed while designing the curricular units.

PART THREE: Designing the Curricular Unit of Study - 12 Steps



With the standards foundation in place, teachers then design each curricular unit of study, from start to finish. A synopsis of each of the twelve sequential steps includes:

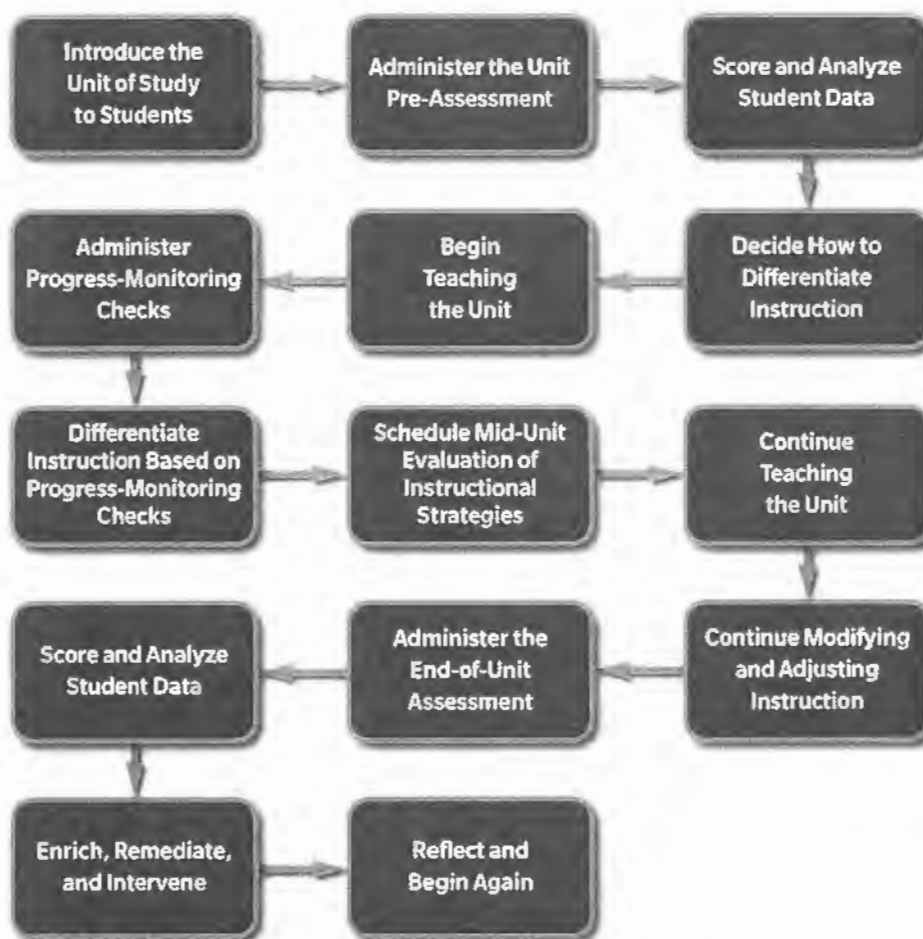
1. **“Unwrap” the Unit Priority Standards.** “Unwrap” the assigned Priority Standards for each specific unit of study to determine the specific, teachable concepts and skills (what students need to *know* and be able to *do*) within those standards.
2. **Create a Graphic Organizer.** Create a graphic organizer (outline, bulleted list, concept map, or chart) as a visual display of the “unwrapped” concepts and skills, organized into two parts: one that lists related concepts under headings and the other that lists each skill, related concept, and *approximate* level of Bloom’s Taxonomy. Matching each skill and related concept with a thinking skill level reveals the skill’s degree of *rigor*.
3. **Decide the Big Ideas and Essential Questions.** Decide the topical Big Ideas (foundational understandings, student “a-ha’s”) derived from the “unwrapped” concepts and skills for that unit of study. Write Essential Questions that will engage students to discover for themselves the related Big Ideas and state them in their own words by the end of the unit.
4. **Create the End-of-Unit Assessment.** Create the end-of-unit assessment (either individual classroom or common formative *post*-assessment) directly aligned to the “unwrapped” Priority Standards. Align the concepts, skills, and format of the end-of-

- unit assessment with district or school division benchmark assessments (K–8) or midterms and finals/end-of-course exams (9–12).
5. **Create the Unit Pre-Assessment.** Create the pre-assessment aligned or “mirrored” to the post-assessment. “Aligned” means the questions are directly matched to those on the post-assessment but may be fewer in number. “Mirrored” means the pre-assessment will include the exact number and type of questions that will appear on the post-assessment.
 6. **Identify Additional Vocabulary Terms, Interdisciplinary Connections, and 21st-Century Learning Skills.** In addition to the vocabulary of the “unwrapped” Priority Standards concepts, identify other specific academic or technical vocabulary from the supporting standards and text materials that students will need to learn during the unit. Identify any interdisciplinary connections and 21st century learning skills to emphasize when planning engaging learning experiences and related instruction.
 7. **Plan Engaging Learning Experiences.** Design meaningful learning activities directly based upon the “unwrapped” concepts and skills, additional vocabulary terms, interdisciplinary connections, and 21st-century learning skills. Plan engaging learning experiences—authentic performance tasks and/or culminating projects or performances with real-world applications—that challenge students to utilize deep thought, investigation, and communication. Create accompanying scoring guides (rubrics) as the means for obtaining objective evidence of student learning relative to the standards in focus. Confirm that the planned learning experiences will give students the conceptual and procedural understanding of the “unwrapped” concepts and skills represented on the end-of-unit post-assessment.
 8. **Gather Instructional Resource Materials.** Gather print materials and seek out technology resources that support the planned learning experiences for the unit. Select the most appropriate instructional resources and materials available that will assist students in learning and applying the “unwrapped” concepts and skills and discovering the Big Ideas.
 9. **Recommend Effective Instruction, Differentiation, Intervention, Special Education, and English Language Learner Strategies.** Select high-impact instructional strategies (research-based, differentiation, enrichment, intervention, special education, English Language Learner) to use during instruction and related learning activities with the whole class, with small groups, and with individual students that have specific learning needs.
 10. **Detail the Unit Planning Organizer.** Determine what additional details are needed to supplement the generally worded information on the unit planning organizer. For example, an instructional pacing and sequence of the “unwrapped” concepts and skills based on “learning progressions” (the sequence of concepts and skills students need to know and be able to do as prerequisites for learning the next set of concepts and skills); a listing of specific instructional strategies for specific students based on their learning needs (advanced students, at-risk students, special education students, English Language Learners).

11. **Create Informal Progress-Monitoring Checks.** Find, design, or suggest quick checks for student understanding (exit slips, short-answer questions, thumbs up/down, etc.)—aligned to the end-of-unit assessment and administered in conjunction with “learning progressions”—for educators to use during the unit of study in order to gauge student understanding and adjust instruction accordingly.
12. **Write the Weekly Plan; Design the Daily Lessons.** Write the weekly lesson plan to implement the unit of study in weekly “installments,” using it to guide and focus instruction of the targeted “unwrapped” concepts and skills and engage students in the planned learning experiences and assessments. Design the daily lessons to align with the related weekly plan. Determine when to administer the informal progress monitoring checks to coincide with learning progressions.

PART FOUR: Implement the Unit of Study

When team members are ready to implement one of the completed curricular units of study in their own classroom, they refer to the pacing calendar for a content area of choice, select a corresponding unit for their grade or course, and refer to the unit-planning organizer.



The following sequence of steps for implementing each of unit of study further describes how educators will guide their students through the various learning experiences, related instruction, and unit assessments.

1. **Introduce the Unit of Study to Students.** Present the unit's Essential Questions to students and explain that they will be able to respond to these questions in their own words by the end of the unit. Preview for students the “unwrapped” concepts and other academic vocabulary terms they will be learning and applying.
2. **Administer the Unit Pre-Assessment.** Set the stage by first explaining to students the purpose of a pre-assessment (not for a grade, but to find out what they already know and don't know about the upcoming unit of study so that the teacher can plan instruction accordingly). Then administer the common formative pre-assessment (or individual classroom or program pre-assessment, if not part of a collaborative team).
3. **Score and Analyze Student Data.** Score and analyze student pre-assessments individually or with colleagues in grade-level or course-specific instructional Data Teams to diagnose student-learning needs.
4. **Decide How to Differentiate Instruction.** Referring to the unit details provided with the unit-planning organizer, decide how to differentiate instruction for specific students based on pre-assessment evidence—including the enrichment of any students who are already proficient prior to unit instruction.
5. **Begin Teaching the Unit.** Begin teaching the planned unit of study, flexibly grouping students according to their learning needs and using identified instructional strategies.
6. **Administer Progress-Monitoring Checks.** Administer frequent, informal progress-monitoring checks aligned to the end-of-unit assessment—that coincide with the building-block progression of “unwrapped” concepts and skills—in order to make accurate inferences regarding students' understanding. These informal checks will assist individual educators and instructional Data Teams in monitoring the effectiveness of their targeted teaching strategies for the unit.
7. **Differentiate Instruction Based on Progress-Monitoring Checks.** Modify and adjust instruction for individual students, small groups, and/or the entire class based on the results of the informal checks for understanding.
8. **Schedule Mid-Unit Evaluation of Instructional Strategies.** Schedule a mid-unit evaluation of the targeted teaching and differentiation strategies to determine their effectiveness. During this meeting, participating teachers will share effective use of the targeted strategies and may decide to change any strategies that are not accomplishing their intended purpose. Individual educators who are not part of an instructional Data Team will reflect on the effectiveness of their own selected strategies and make any needed changes.
9. **Continue Teaching the Unit.** During the remaining weeks of the unit, continue teaching the “unwrapped” concepts and skills in the predetermined “learning progressions” sequence for specific learning activities and engaging learning

experiences (authentic performance tasks). Continue using the targeted instructional strategies with all students, different groups of students, and individual students as planned.

10. **Continue Modifying and Adjusting Instruction.** Continue modifying and adjusting instruction as needed for individual students, small groups, and/or the entire class based on evidence derived from ongoing progress-monitoring checks.
11. **Administer the End-of-Unit Assessment.** Administer the common formative post-assessment (or individual end-of-unit assessment if not part of a collaborative team).
12. **Score and Analyze Student Data.** Score and analyze student data individually or with colleagues in grade-level or course-specific instructional Data Teams. Plan how to address students' identified learning needs during the "buffer" days/week.
13. **Enrich, Remediate, and Intervene.** During the "buffer" days/week scheduled between the unit of study just completed and the next one scheduled, reteach differently those students who are still not proficient; use Tier 2 and 3 intervention strategies and other appropriate strategies for at-risk students. Reassess all non-proficient students. Enrich those students who are proficient and advanced.
14. **Reflect and Begin Again.** When the unit is officially completed, reflect individually and/or with colleagues about what worked well and what, if anything, should be changed the next time the unit is implemented. Redirect your focus and then repeat the process with the next unit of study.

Contact Us:

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Kyra Donovan
Director of Professional Learning
KDonovan@leadered.com
Mobile: 971.412.5523

International Center for Leadership in Education

A division of Houghton Mifflin Harcourt
5680 Greenwood Plaza Blvd, Suite 550
Greenwood Village, CO 80111
www.leadered.com

Investment Summary

Component	Investment	
<p>Rigorous Curriculum Design: ELA <i>13 Full-day, on-site lesson design and coaching sessions focused on production and implementation of ELA instructional units</i></p> <ul style="list-style-type: none"> - ICLE Consultant Tera Gall - Participants will include ELA Design Team, high school ELA teachers, and site and district leadership - Continued monitoring and support from ICLE Director of Professional Learning Kyra Donovan - Session Dates: <ul style="list-style-type: none"> o August 2, 2019 o November 12 & 13 o November 18 & 19 o January 7 & 8, 2020 o January 13 & 14 o March 4 & 5 o March 23 & 24 	<p>\$52,650</p>	
<p>Total (All inclusive)</p>	<p>Total Price</p>	<p>\$48,600</p>
	<p>Total with Quantity Discount</p>	<p>\$44,226.00</p>

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 Houghton Mifflin Harcourt (HMH) International Center for Leadership in Education (ICLE), 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: Support 6-12 RCD ELA Design Teams and 7-12 ELA teachers in implementing the RCD ELA units using StudySync (district adopted materials) through team planning and design work

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 13 () [] HOURS [X] DAYS, under the terms of this agreement at the following location IMC/DSC.

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

- a. District shall pay \$ 44,226.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 44,226.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

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

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Debra Schneider at (209) 830.3252 x1353 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [] WILL [] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

_____ Contractor Signature	_____ Title
_____ IRS Identification Number	
_____ Title	
_____ Address	

_____ Tracy Unified School District
_____ Date
_____ Account Number to be Charged
_____ Department/Site Approval
_____ Budget Approval
_____ Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 12, 2019
SUBJECT: **Approve Agreement for Special Contract Services with the Boys and Girls Club of Tracy to Provide Services at McKinley Elementary School for the 2019-2020 School Year**

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

RATIONALE: Students need a safe place to go and positive activities to associate with academic success. McKinley's partnership with the Boys and Girls Club provides a wealth of after school activities that are positive, academically enriching, team building, and community oriented. This 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 amount will not exceed \$7,000. This cost will be paid from Site Title I and Targeted SES Categorical Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with the Boys and Girls Club of Tracy to Provide Services at McKinley Elementary School for the 2019-2020 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide after school care to students of McKinley Elementary School, assist with homework, social skills, etc.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 100 () [] HOURS [X] DAYS, under the terms of this agreement at the following location McKinley Elementary School.

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

- a. District shall pay \$ 7,000 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 7,000. 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 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 8, 2019, and shall terminate on May 22, 2020.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Carla Washington , at (209) 830-3319 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide 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:

 Executive Director
Contractor Signature Title

68-0028628

IRS Identification Number

Executive Director

Title

753 W. Lowell Avenue

Address

Tracy, CA 95376

Tracy Unified School District

Date

01-30-10-0-1110-1000-5800-280-3002/01-0709-0-1110-1000-5800-280-3002

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison,
Associate Superintendent of Educational Services
DATE: June 12, 2019
SUBJECT: **Approve Agreement for Special Contract Services with the Boys and Girls Club of Tracy to Provide Services at Monte Vista Middle School for the 2019-2020 School Year**

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

RATIONALE: Students need a safe place to go and positive activities to associate with academic success. Monte Vista's partnership with the Boys and Girls Club provides a wealth of after school activities that are positive, academically enriching, team building, and community oriented. This 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 amount will not exceed \$20,000. The cost will be paid from Site Title I Categorical Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with the Boys and Girls Club of Tracy to Provide Services at Monte Vista Middle School for the 2019-2020 School Year.

Prepared by: Barbara Silver, Ed.D., Principal, Monte Vista Middle School.

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: provide after school activities and academic tutoring for students at Monte Vista Middle School.

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

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

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

- a. District shall pay \$20,000 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$20,000. 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 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 6, 2019, and shall terminate on May 22, 2020.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Kelly Nih Executive Director
 Contractor Signature Title

68-0028682
 IRS Identification Number

Executive Director
 Title

753 W. Lowell Ave
 Address

Tracy, CA 95376

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 12, 2019
SUBJECT: **Approve Out of State Travel for up to 8 Monte Vista Middle School Teachers to Attend the Solution Tree, Grading From the Inside Out Workshop, in Phoenix, AZ on October 14-15, 2019**

BACKGROUND: Professional Learning Community (PLC) Group teachers from Monte Vista Middle School will have the opportunity to learn practices and processes that will modernize grading and reporting systems to be more aligned with our standards-based instructional paradigm. By developing a standards-based mindset, MVMS teachers will come to see how a seamless relationship between the formative and summative purposes of assessment will maximize the potential success of each and every learner. This PLC related initiative is 100% teacher led at Monte Vista.

RATIONALE: To move Monte Vista forward, our teachers need to recognize why traditional grading practices are no longer relevant and should be modernized for a standards-based instructional classroom. Teachers must acquire a standards-based mindset and the specific strategies that begin to reshape a rethinking of how grades are determined. This conference will allow teachers to gain more protocols and practices to hold students accountable for learning without compromising the accuracy of their proficiency grades. Teachers will learn how to teach, assess, and report on student attributes, student growth, and cross-curricular competencies.

FUNDING: Lodging and transportation costs will total approximately \$1600 per person. The conference costs for each teacher will be \$669. Meals will be paid by the District (approximately \$130 per teacher). Substitute cost will total about \$360 per teacher. For each teacher the cost is approximately \$2759, and we would like to take 8 teachers. The total cost is \$21,601.28.00

RECOMMENDATION: Approve Out of State Travel for up to 8 Monte Vista Middle School Teachers to Attend the Solution Tree, Grading From the Inside Out Workshop, in Phoenix, AZ on October 14-15, 2019.

Prepared by: Dr. Barbara Silver, Principal, Monte Vista Middle School.

**Solution Tree, Inc.
Purchase Agreement**

Effective 6/11/19 Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Tracy Unified School District (Monte Vista Middle School) ("Customer") located at 751 W Lowell Ave Tracy, CA 95376 agree as follows:

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

Products and Services	Total
5 Event Registrations to the San Diego PLC @ \$669/seat	\$3,345.00
8 Event Registrations to the Phoenix GFIO Workshop @ \$669/seat	\$5,352.00
Total	\$8,697.00

- Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement by July 12, 2019 (the "Purchase Order Due Date"). All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
Event Registrations	\$8,697.00	July 12, 2019

- Event Registrations:** Customer will purchase 5 registrations for the San Diego PLC at Work Institute in San Diego, CA on November 12-14, 2019 for \$669 per registration and 8 registrations to the Grading from the Inside Out Workshop in Phoenix, AZ on October 14-15, 2019 for \$669 per registration. Solution Tree will process Event Registrations upon receipt of a purchase order or full payment. If Event Registrations become unavailable prior to Customer providing Solution Tree with a purchase order or full payment, then Solution Tree will have the right to terminate the provisions of this Agreement regarding Event Registrations. Customer will submit a Multiple Registration Form (Exhibit A) with the names of all attendees by July 12, 2019. Any substitutions must be submitted in writing via email (Registration@SolutionTree.com) or fax (866.390.4161).

4. General Terms

- 4.1. Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

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

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

a. **Event Cancellations:** All event cancellations will be handled by the Cancellations and Substitutions policy outlined at <https://www.solutiontree.com/customer-service/event-registrations>.

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

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



Barbara Silver
Principal
Monte Vista Middle School

6-11-19

Date

Joan Brooks
Vice President
Solution Tree, Inc.

Date

Please email this Agreement to Mike Stanczak at Michael.stanczak@solutiontree.com



Grading From the Inside Out Workshop

Phoenix, Arizona | October 14–15, 2019

USD **\$669.00**

Overview

This workshop is focused on the practices and processes that will modernize grading and reporting systems to be more aligned to our standards-based instructional paradigm. By developing a standards-based mindset, participants will come to see how a seamless relationship between the formative and summative purposes of assessment will maximize the potential success of each and every learner. Rather than forcing grading reform through a new policy, grading program, or report card template, long-term grading reform begins on the inside—how we rethink grading practices and processes—and works its way out.

Participants are encouraged to attend as a team. Whether your purpose is to utilize sound grading practices in your own classroom, modernize grading practices across a grade level or within a department, or move to a standards-based grading model at the school or district level, this two-day training is for you. Over the course of the two days, the widely held traditional beliefs about grading will be challenged as participants come to know what it takes to ensure that teachers produce accurate grades and confident learners.

Team time will be made available to support collaborative action planning.

Participants will:

- Recognize why traditional grading practices are no longer relevant and how grading practices can be modernized in a standards-based instructional classroom.
- Develop grading true north (accuracy and confidence), the essential overarching vision for sound assessment and grading practices.
- Acquire a standards-based mindset and the specific strategies that begin to shape a rethinking of how grades are determined.
- Gain protocols and practices to hold students more accountable for learning without compromising the accuracy of their proficiency grades.
- Learn how to teach, assess, and report on student attributes, student growth, and cross-curricular competencies.

- Understand why homework should be repurposed to be a formative assessment strategy, and obtain ways in which homework can become a more productive, learning-centered exercise.
- Explore specific practices including reassessment, grade determination, the five myths of standards-based grading, and the differences between levels of proficiency and the traditional grading scale.

Learn from leading experts



Tom Schimmer

Accommodations

Events reach capacity quickly. Please confirm your registration before making travel plans.

Parking information: 25% Discount on daily self-park for attendees

In order to receive the discounted hotel room rate, please mention Solution Tree. After the deadline listed below, rates will be determined by the hotel.

Primary Hotel

Hyatt Regency Phoenix

122 N. 2nd Street
Phoenix, AZ 85004
602.252.1234

Discounted Rate: (single or double) \$279 per night

Deadline: September 20, 2019, or until group rate is sold out

Online Reservations

Details

Venue

Hyatt Regency Phoenix
Phoenix Ballroom

122 N. 2nd Street
Phoenix, Arizona

Participation Information

You will receive a certificate of participation 4–6 weeks after the event concludes. Please check with your state department of education for CEU availability.

There will be a limited number of copies of *Growing Tomorrow's Citizens in Today's Classrooms*, *Instructional Agility* and *Standards-Based Learning in Action: Moving From Theory to Practice* available for purchase.

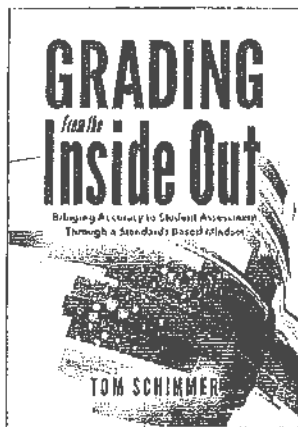
Additional Information

Product code: WSF819

Five Reasons to Attend a Solution Tree Event (PDF)

A Letter to Your Boss (DOC)

Included with your registration



Grading From the Inside Out

The time for grading reform is now. Discover the steps your team can take to implement standards-based practices that transform grading and reporting schoolwide.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 12, 2019
SUBJECT: **Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Monte Vista Middle School during the 2019-2020 School Year**

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connecting families, schools, and community as partners to advance the education of every child through parent engagement. Their vision is to create a community in which parents and educators collaborate to transform every child's educational environment, both at home and at school, so that all children can achieve their greatest academic potential.

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically-diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE at Monte Vista Middle School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement. This supports the District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The District shall pay \$10,500.00 if there are less than 50 parent graduates. If there are 51-75 parent graduates, the District shall pay \$12,000.00. The cost of these classes will be paid by Site Title I designated funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Monte Vista Middle School during the 2019-2020 School Year.

Prepared by: Dr. Barbara Silver, Principal, Monte Vista Middle School.

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide a Parent Training Course for the parents of the students enrolled at Monte Vista Middle School. The training is designed to develop skills and the techniques which will enable parents to address the educational needs of their school-aged children.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 9 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Monte Vista Middle School.

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

- a. District shall pay \$10,500.00 per { } HOUR [] DAY [X] 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 [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 27, 2019, and shall terminate on October 22, 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, Barbara Silver, at (209) 830-3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [] WILL [] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

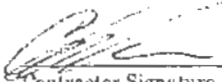
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:


Contractor Signature _____ Title _____
33 - 0259359
IRS Identification Number _____
Executive Director
Title _____
1124 11th Street
Address _____
Ste. B
Modesto CA 95354

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 12, 2019
SUBJECT: **Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to Provide Intervention Services to Students at Monte Vista Middle School for the 2019-2020 School Year**

BACKGROUND: Sow A Seed Community Foundation has been providing intervention services for young men and women in the community of Tracy for several years focused on student social and academic success. Students witness the struggles their families face, both economic and personal. With over 66% of students on free or reduced lunch, multiple families living together and part time employment, there is a significant need for intervention services for students at Monte Vista Middle School.

RATIONALE: Sow A Seed Community Foundation provides mentors who are positive role models and who can guide young people to envision a brighter future for themselves by the choices they make today. We are currently getting services from Axis Community Health and we have over 20 students referred with one therapist and a two-day commitment. This year, Sow A Seed Community Foundation can fill a void by offering mentors and youth groups that can meet the needs of our school community. This Agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #3 Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost for the 2019-2020 school year is \$6,000. The fee will be paid from Site Title I Categorical Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to Provide Intervention Services to Students at Monte Vista Middle School for the 2019-2020 School Year.

Prepared by: Barbara Silver, Principal at Monte Vista Middle School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Sow A Seed Community Foundation, 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 mentoring groups and intervention services for the 2019/2020 for Monte Vista Middle School.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 60 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Monte Vista.

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

- a. District shall pay \$ 6,000 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 6,000. 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 \$ _____ 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 08/29/2019, and shall terminate on 05/21/2020.

5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination 64 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, David Doyle, at (209) 830-3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor] WILL [] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:



Contractor Signature Title
Rhodesia Ransom

IRS Identification Number
11-3821058

Title
Executive Director

Address
35 East 10th Street, Suite D1

Tracy, CA 95376

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 12, 2019
SUBJECT: **Approve Agreement for Special Contract Services between Nancy Fetzer Literacy Connections, Inc. and North School for the 2019-2020 School Year**

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

RATIONALE: North students routinely perform below District standards on writing assessments. However, after having Nancy Fetzer work with staff, the writing scores have improved. Nancy Fetzer has presented at statewide conferences and is a highly respected writing coach. North School staff requests approval to bring this consultant to work with their teachers. This in-service supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: These services will be paid by site Title 1 funds not to exceed a total of \$10,000.00.

RECOMMENDATION: Approve Agreement for Special Contract Services between Nancy Fetzer Literacy Connections, Inc. and North School for the 2019-2020 School Year.

Prepared by: Mayte Ramirez, Principal, North School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide professional development for teachers to expand their learning in reading and math with the Nancy Fetzer Literacy Connections Program. The training will be conducted at North School on April 20 - 24, 2020.

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

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

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

- a. District shall pay \$2000.00 per [] HOUR [X] DAY [] FLAT RATE, not to exceed a total of \$10,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$n/a for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on April 20, 2020, and shall terminate on April 24, 2020.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Mayte Ramirez, at (209) 830-3350 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor WILL WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:


Contractor Signature

President

Title

Fed ID #81-1460508

IRS Identification Number

Nancy Fetzer's Literacy Connections, Inc.

Title

291 Walls Valley Drive

Address

Pontotoc, MS 38863

Tracy Unified School District

Date

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

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Sheila Harrison, Associate Superintendent of Educational Services
FROM: Mayte Ramirez, Principal, North School
DATE: June 12, 2019
SUBJECT: **Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Services at North School for the 2019-2020 School Year**

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

RATIONALE: Students and parents have made it clear that making after school activities at North School is of great value. We must first provide a safe environment where students can learn, so that they can discover and develop their full potential. The Boys and Girls Club of Tracy provide after school activities, such as organized sports, giving the students a positive experience. The North School partnership with the Boys & Girls Club of Tracy provides vital opportunities and services for students. This supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or 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 program will be paid by site Title 1 funds not to exceed a total of \$9,000.00.

RECOMMENDATION: Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Services at North School for the 2019-2020 School Year.

Prepared by: Mayte Ramirez, Principal, North School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

- 1. Contractor shall perform the following duties: Youth Development Professional Assistant - assisting with daily program in the areas of Healthy Life Style programming, Character and Citizenship, Academics Success and Enrichment programs

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

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

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

- a. District shall pay \$9,000.00 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$9,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$n/a for the term of this agreement.
- c. District shall make payment on a [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 6, 2019, and shall terminate on June 30, 2020.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Mayte Ramirez, at () 830-3350 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor WILL WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

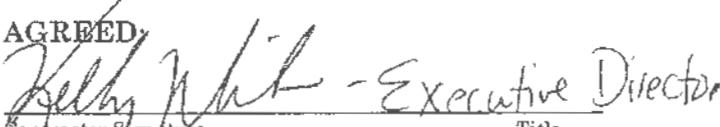
Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED  Contractor Signature	Executive Director Title	Tracy Unified School District
68-0028682 IRS Identification Number		Date
Executive Director		01-3010-0-1110-1000-5800-340-3002
Title		Account Number to be Charged
753 W. Lowell Ave		
Address		Department/Site Approval
Tracy, CA 95376		Budget Approval
		Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 12, 2019
SUBJECT: **Approve Agreement for Special Contract Services with the San Joaquin County Office of Education- California Preschool Instructional Network (CPIN)**

BACKGROUND: The California Preschool Instructional Network (CPIN) is brought to you by the California Department of Education, Early Learning and Care Division in collaboration with the Center for Child and Family Studies at WestEd and the California County Superintendents Educational Services Association (CCSESA). CPIN provides high quality professional development for preschool administrators and teachers highlighting current research-based information, resources, and effective instructional practices which are focused on preparing children to flourish in early childhood and succeed in elementary school and beyond.

RATIONALE: Preschool and Transitional Kindergarten teachers will delve into the California Department of Education's Best Practices for Planning Curriculum for Young Children: *The Integrated Nature of Learning*. Teachers will learn about STEM components (Science, Technology, Engineering, Mathematics) and how to integrate learning in these areas. The information and strategies shared will allow for Preschool and Transitional Kindergarten teacher to align their curriculum to the Preschool Foundations and Frameworks. The CPIN trainers provided by the San Joaquin County Office of Education (Katy Down Stroh and Olivia Ortiz) are experts in providing strategies that are aligned to preschoolers development. This agenda item supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost for this training and support is \$1,500 and will be paid out of First 5 Building Literacy Together and Raising Quality Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with the San Joaquin County Office of Education- California Preschool Instructional Network (CPIN).

Prepared by: Rocio Garcia, School Readiness Coordinator.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

- 1. Contractor shall perform the following duties: Provide a full day (8 hour) of training on August 1, 2019 for Preschool and Transitional Kindergarten Teachers. The CPIN training session that will be provided to teachers is "The Integrated Nature of Learning- STEM" CPIN will provide/prep training materials (copies, books).

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

- 2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of one full day (8 hours) () [] 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 \$ 100 Per Participant per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 1,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

- 4. The terms of the agreement shall commence on August 1, 2019, and shall terminate on May 6, 2020.

- 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, Rocio Garcia, at (209) 830-3275 ext 1507 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:

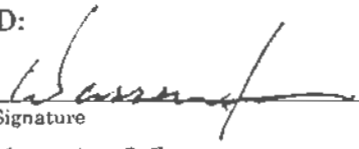
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

68-0006282

IRS Identification Number

Title
San Joaquin County Office of Education

Address
P.O. Box 213030

Stockton, CA 95213-9030

Tracy Unified School District

Date
01-9015-0-7110-2140-5800-430-2726, 12-6127-0-7110-2140-5800-400-3002 & 12-6127-0-7110-2140-5800-340-3002

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 12, 2019
SUBJECT: **Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2019-2020 School Year**

BACKGROUND: Lesson Studies involve a group of individuals, of which all members have ownership in the lesson plan and are critiquing their own work and revise the lesson. Based on their observations, data and reflections, and input from "knowledgeable others," teachers in the lesson study group revise the lesson. The lesson studies will target the area of language acquisition and literacy for students. The English Learner Strategies and Lesson Study Model promote English Language acquisition, academic achievement, and cross-cultural skills. Tied to the CA ELD standards, the model trains teachers to provide access to core curriculum using local district guidelines and curriculum.

RATIONALE: Beginning in the 2012-13 school year, approximately 183 Tracy Unified School District (TUSD) teachers PK-12th grade have been trained in and are using English Learner instructional strategies in their classrooms. This instructional model provides clear, practical strategies promoting positive, effective interactions among students and between teachers and students. The classroom coaching model has proven to play an important role for teachers to better understand how to use the strategies and how to incorporate them into the curriculum in a meaningful manner. San Joaquin County Office of Education, Language and Literacy Department has agreed to provide lesson study cycles. The trained teams at each school site will work together on implementation and lesson design under the direction of a skilled coach. Additional support will be provided at one District Professional Development Day and provide additional training to the EL Steering Committee, with a three-day ELD Training Institute during the 2019-2020 school year. In addition, several schools will also have training for their sites during Early Release Mondays. This Agenda Item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost for the coaching/trainings will be funded by Title I and Title III: Five (5) ELD steering Committee days at \$1,250 per day for a total of \$6,250.00; Twenty (20) days of Professional Learning, English Learner Strategy Demo Lessons and Lesson Studies at \$1,500.00 per day for a total of \$30,000.00; one 3-day ELD Institute Training for up to 50 staff members. This contract will not exceed \$55,000.00 for the 2019-2020 school year.

RECOMMENDATION: Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2019-2020 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide one 3-day ELD Institute for a minimum of 30 and a maximum of 50 TUSD Staff, @ 375.00 per person for an estimated \$18,750. Provide 5 ELD Steering Committee training days for a total amount of \$6250.00. Provide 20 days of Professional Learning, Demo Lessons and Lesson Studies for \$1000.00 pe day for a total of \$30,000.00. Not to exceed \$55,000.00

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 Twenty eight (28) () [] HOURS [X] DAYS, under the terms of this agreement at the following location Various sites within TUSD.

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

- a. District shall pay \$ \$55,000.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ \$55,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

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

5. This agreement may be terminated at any time during the term by either party upon thirty (30) days' written notice of termination ~~to~~ covered 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

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

ELL/ELD Title III

Department/Site Approval

Julianna Stocking

Budget Approval

Date Approved by the Board

MEMORANDUM OF UNDERSTANDING

Revised

San Joaquin County Office of Education's
Language & Literacy Department and Tracy Unified School District
Memorandum of Understanding, 2019-2020 School Year

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

Language & Literacy will provide Tracy Unified with:

- One 3-day ELD institute for a minimum of 30 and a maximum of 50 for \$375 per participant for an estimated amount of \$18,750.
5 ELD Steering Committee days at \$1,250 per day for a total amount of \$6,250.
20 days of professional learning, demo lessons and lesson study for \$1,500 per day for a total of \$30,000.

Language & Literacy will accept a purchase order in the estimated amount of \$55,000.

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

CERTIFICATION OF NON-EMPLOYMENT STATUS:

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

Tracy Unified agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and employees of the SJCOE against any and all claims which may result from this agreement.

Language & Literacy agrees to make no claim against Tracy Unified for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agree Language & Literacy is not entitled to any such benefits.

Are you aware of your employees' or independent contractor's final ELD and ELD/ELD/ELD status? [] Yes [] No

If yes, are they paid through a payroll statement that complies with the ELD and ELD/ELD status? [] Yes [] No

Signatures of Authorized Representatives:

Karin Linn-Nieves
Director, Language & Literacy
San Joaquin County Office of Education
5/14/19
Date

Ron Estes
Division Director, Operations
San Joaquin County Office of Education
5/21/19
Date

Associate Superintendent or Designee
Tracy Unified
Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 11, 2019
SUBJECT: **Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Bayhill High School**

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

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at Non-Public Schools (NPS). This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or 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 the 2019-2020 regular school year and related services will not exceed \$53,570. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve master contract (MC) for Nonpublic, Nonsectarian School Services with Bayhill High School.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 12, 2019
SUBJECT: Ratify Agreement for Special Contract Services with D. Kim Setliff for Independent Educational Evaluation/Speech Assessment

BACKGROUND: Board approval is requested to contract for Individual Educational Evaluation (IEE)/Speech Assessment for special education students. D.Kim Setliff, a Speech Therapist will conduct an IEE per the San Joaquin County SELPA IEE process. Ratification is necessary at this time to fulfill district responsibility to allow for agreed upon assessor of parent's choosing per applicable laws and to stay compliant with statutory timelines.

RATIONALE: Districts must offer a continuum of services, including IEEs to students with exceptional needs. This request supports 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 \$2,200.00 per speech IEE. Total contract expenses shall not exceed \$2,200.00. Special education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Agreement for Special Contract Services with D. Kim Setliff for Independent Educational Evaluation/Speech Assessment.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Independent Educational Evaluation (IEE) of 1 District student..
IEEs will be performed in accordance with the San Joaquin County Special Education Local Plan Area (SELPA) Guidelines.
Written reports will be provided to the District at the same time that they are made available to the parents of the students that were evaluated.
IEE will include comprehensive speech and language assessment with student observation(s), parent interview, records review, and written report.
Contractor will attend related IEP meetings to discuss the reports.

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of N/A () | | HOURS | | DAYS, under the terms of this agreement at the following location District School, and/or Assessor's office.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 2,200 per | | HOUR | | DAY | | FLAT RATE, not to exceed a total of \$ 2,200. 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 5/16/2019 and shall terminate on 10/1/2019.
5. This agreement may be terminated at any time during the term by either party upon Ten (10) days' written notice of termination ~~delivered~~ by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

Chris Crone

7. Contractor shall contact the District's designee, Director of Sp.Ed. 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:

DK Seal _____
Contractor Signature Title Tracy Unified School District

IRS Identification Number
Speech and Language Pathologist

Title
520 E. Rosebug Ave.

Address
Modesto, CA 95350

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 30, 2019
SUBJECT: **Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Structured Activities during Lunch Recess at South/West Park School during the 2019-2020 School Year**

BACKGROUND: The Boys & Girls Club of Tracy has been providing services at South/West Park School for the past 10 years. Due to the success of the program, South/West Park staff and parents wish to continue the association with the Boys & Girls Club by having them provide structured activities during Lunch Recess during the 2019-2020 school year. The Boys & Girls personnel will model the proper ways of playing with others and making friends through activities. This will help build positive relationships with the Boys & Girls staff during the school day, which will transfer to the afterschool programs. We have seen an increase in behavior referrals, where students are in need of social skills.

RATIONALE: Staff and parents have requested structured school activities be provided on school campus for the 2019-2020 school year. The Boys & Girls Club at South/West Park provides a safe environment where students can learn and develop to their full potential with positive role models working on modeling appropriate social skills and how to get along with others. This supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or 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: Not to exceed \$16,000 to be paid out of Site Targeted funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Structured Activities during Lunch Recess at South/West Park School during the 2019-2020 School Year.

Prepared by: Ramona Soto, Principal, South/West Park Elementary.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide personnel and supplies for structured activities during lunch recess at South/West Park School for the 2019-2020 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 180 () [] HOURS [x] DAYS, under the terms of this agreement at the following location 500 W Mount Diablo Ave.

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

- a. District shall pay \$ 16,000 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 16,000. 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- 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 6, 2019, and shall terminate on May 22, 2020.

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, Ramona Soto, at (209) 830-3335 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
Kelly Hill Executive Director
Contractor Signature Title
68-0028682
IRS Identification Number
Executive Director
Title
753 W. Lowell Ave.
Address
Tracy, CA 95376

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 27, 2019
SUBJECT: **Approve Agreement for Special Contract Services with AccuTrain Corp to Provide Professional Development on Responsibility Centered Discipline to Administrators, Teachers, Classified Staff and Parents at South/West Park School for the 2019-2020 School Year**

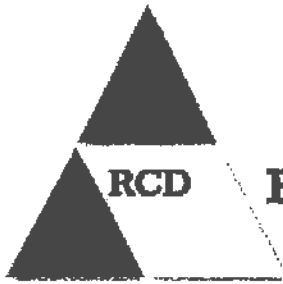
BACKGROUND: Discipline data including suspensions and expulsions have become a topic of discussion in education. As a District, there has been a renewed focus on instructional practices and ensuring all students have access to the curriculum. When students are suspended, they are missing opportunities to learn, students and educators need to be provided with a Roadmap to Responsibility. As part of the South/West Park Elementary School Plan Evaluation this year, the school administration determined that there is a critical need to train educators how to help students take responsibility for their behavior by closing different “exits” or escape routes students might take instead of taking responsibility for their actions. The School Site Council approved a total of \$34,550 of Title 1 funds to be used to provide training at South/West Park School during the 2019-2020 school year.

RATIONALE: Larry Thompson and Eric Clark will work with teachers, administrators, classified staff and parents to develop a plan for roll out in the 2019-2020 school year. Instruction will take place before school begins, during the fall and again in the spring. This supports 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 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 of \$34,550 will be paid with Site Title 1 and Title 1 Carryover funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with AccuTrain Corp to Provide Professional Development on Responsibility Centered Discipline to Administrators, Teachers, Classified Staff and Parents at South/West Park School for the 2019-2020 School Year.

Prepared by: Ramona Soto, South/West Park School Principal.



Responsibility-Centered Discipline

Becoming a Master of Challenging Moments

COACHING/FEEDBACK AGREEMENT

- Agreement Date:** March 18, 2019
- Presentation Date:** July 19, 2019; September 16-17, 2019; November 4-5, 2019; January 24, 2020
- Client Contact Info:** Ramona Soto
Principal
South/West Park Elementary School
500 W. Mt. Diablo
Tracy, CA 95376
Phone: 209-830-3335
Email: rasoto@tUSD.net
ramonasotobaraias@yahoo.com
- Presentation:** **Responsibility-Centered Discipline, classroom Observation and Feedback for Staff. (Exception: July 19, 2019 is Training/Working with Administrative Staff; and January 24, 2020 is Training/Working with all staff.)**
- Location:** Tracy, CA
- Time:** **We recommend 8:30-3:30**, with a one hour lunch break. Times are at Client's request. (Particularly Observation/Coaching days, may start as early as 7:30.)
- Participants:** South/West Park Elementary School Staff, as designated by Client.
- Scheduled Presenter:** **One of two Presenters: Larry Thompson, M.Ed.**, RCD Certified Master Trainer and Author of *Responsibility-Centered Discipline*; and **Eric Clark, M.Ed.**, RCD Certified Master Trainer. See Bios, below.

Fees:

July 19, 2019 – Training/Working with Administration. Larry Thompson.

\$ 6950 Training Fee

\$ 1000 Travel

\$ 7,950

September 16-17, 2019 Observation/Coaching Days, September 16 ends with a Staff Meeting to recap (kids leave early that day). Eric Clark.

\$ 7200 Observation/Coaching Fees, 2 Days

\$ 1200 Travel

\$ 8,400

November 4-5, 2019: Observation/Coaching Days, with Parents' Night November 4th. Larry Thompson.

\$ 7200 Observation/Coaching Fees, 2 Days

\$ 1200 Parent Night

\$ 1200 Travel

\$ 9600

January 24, 2020: Training/Working with all Staff (80). Larry Thompson.

\$7600 Training, 80 Staff

\$1000 Travel

\$8600

\$30,150 Total Training Fees

\$ 4400 Total Travel

\$34,550 Total

PRESENTER:

Larry Thompson, M.Ed., or Eric Clark, M.Ed., is scheduled to make the presentations, as noted above. In case of emergency or conflict, another equally qualified presenter will substitute, or the training will be re-scheduled, as agreed by both parties.

FEES:

The cost for the Coaching/Observation and Training Days is \$30,150 plus travel costs. These Coaching/Feedback and Training Days days have been tentatively scheduled; however presenter agreements and travel arrangements cannot be finalized until AccuTrain Corp. receives payment or an official purchase order. All payments should be made to AccuTrain Corporation and are payable net 30.


CLIENT RESPONSIBILITIES:

Meeting room, microphone/sound system, projector, projection screen, and any refreshments will be provided by South/West Park Elementary School.

CANCELLATIONS OR RE-SCHEDULING:

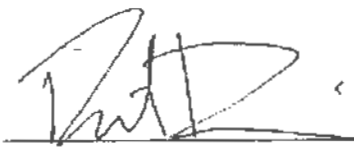
Requests for cancellations or re-scheduling must be received by AccuTrain Corp. via mail or e-mail by June 19, 2019. There will be a 25% cancellation fee. If cancelled after June 19, 2019, cancellations will be billed at full price.

AccuTrain Corp. and LOL Consulting look forward to working with your staff and we are confident that this training will greatly impact your school and the students you serve.



South/West Park Elementary School

Date



Phil Price, President
AccuTrain Corp.

5/21/19

Date

Responsibility-Centered Discipline was created by Larry Thompson and LOL Consulting LLC, and is published by AccuTrain Corp. AccuTrain Corp. works with LOL Consulting LLC to schedule all RCD Training Sessions

Larry Thompson, M.Ed., Creator and Author of *Responsibility-Centered Discipline*

Larry Thompson, Author of *Roadmap to Responsibility* and *Give 'em Five*, **Larry Thompson, M.Ed.**, is often called upon to deliver keynote presentations for state and national education conferences because of his knowledge, humor and passion for assisting today's students. He has helped thousands of educators and schools throughout North America break away from their traditional discipline models to a model that creates a responsible climate and responsible students. Larry has served in a wide variety of roles in education – from special education teacher to alternative and traditional high school principal. As creator of the Responsibility-Centered Discipline program, Larry understands that systems must be created that can be realistically implemented and sustained.



Eric Clark, M.Ed.

Eric Clark, M. Ed., is a Certified Master Trainer for Responsibility-Centered Discipline and helped shape the implementation materials for the program. He currently serves as Head of School at a progressive private school in the Midwest.

Previously Eric served as Principal in a public school setting, while also serving as the District Technology Integration Specialist. Eric began his education career teaching English Language Arts, Journalism and Media Communications. Between his other responsibilities, Eric also launched a thriving publishing company.

As an administrator, Eric has successfully implemented the supportive, non-exclusionary principles of Responsibility-Centered Discipline with elementary, middle and high school faculty and students.



Eric Clark, M.Ed.

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

1. Contractor shall perform the following duties: Provide professional development on Responsibility Centered Discipline for teachers, administrators, classified staff and parents at South/West Park School for the 2019-2020 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 Six (6) () [] HOURS [x] DAYS, under the terms of this agreement at the following location 500 Mt. Diablo Avenue.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 34,550 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 34,550. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a [x] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 19, 2019 and shall terminate on January 24, 2020

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, Ramona Soto at (209) 830-3335 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

46-0998144
IRS Identification Number
President, AccuTrain Corp.
Title

208 Ash Avenue
Address

Suite 103
Virginia Beach, VA 23452

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 12, 2019
SUBJECT: Approve Specialized Grant Funding for the 2019-2020 Agriculture Incentive Grant for West High School

BACKGROUND: The State Department of Education requires that school districts submit an application in order to receive funding for the Agriculture Incentive Grant, and that this application be approved by the local School Board.

RATIONALE: The Grant provides additional money for materials, travel and equipment for students and teachers. By accepting these funds, the District agrees to supplement the Agricultural program by an in-kind match of the funds in the amount of \$ 19,240.00. This supports District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The grant will provide \$19,240.00 and the District is responsible to supply in-kind matching funds. The matching funds have been accounted for through the ROP budget of the Agriculture department at West High School. No additional funds are required from the district.

RECOMMENDATION: Approve Specialized Grant Funding for the 2019-2020 Agriculture Incentive Grant for West High School.

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

MARCH 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6 UC Davis Parli Pro No School	7 UC Davis Field Day
8	9 State Officer Pre-Screen (MJC 10 am)	10 Reg Awards Ceremony (DC/ST) Delta College 6 pm	11	12 DC Parli Pro @ 4:00 TBD	13 Minimum Day	14 Merced Field Day
15	16	17	18	19 FFA Meeting	20 Regional Parli Pro @	21 Modesto Field Day McHenry House Dinner
22	23	24	25	26	27 Regional Speech Contest @ MJC	28
29	30	31	1	2	3	4

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AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2019–20 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2019)

Merrill F. West High School

School Site

Tracy Unified School District

District

Please include the following items with your application:

- Eligibility Determination Sheet
- Variance Request Form (if applicable)
- Quality Criterion 12 Form (if applicable)
- Award Estimator and Budget Sheet
- List of Agriculture Teachers

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

Signature of Authorized Agent

Authorized Agent Title

Signature of Agriculture Teacher
Responsible for the Program

Signature of Principal

Contact Phone Number: (209) 815-7276

Date of Local Agency Board Approval: _____

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2019–20 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2019)

Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET **ALL** THE QUALITY CRITERIA LISTED BELOW

Please check each Quality Criteria you meet:

- 1. Curriculum and Instruction
- 2. Leadership and Citizenship Development
- 3. Practical Application of Occupational Skills
- 4. Qualified and Competent Personnel
- 5. Facilities, Equipment, and Materials
- 6. Community, Business, and Industry Involvement
- 7. Career Guidance
- 8. Program Promotion
- 9. Program Accountability and Planning

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA, PLEASE CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

Yes No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A **VARIANCE REQUEST FORM** FOR EACH AND CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

IF YOU DO NOT MEET **ALL** REQUIRED QUALITY CRITERIA LISTED ABOVE, **AND** YOU ARE **NOT** SUBMITTING A VARIANCE REQUEST FORM

STOP

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT.

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2019–20 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2019)

AWARD ESTIMATOR

DATES OF PROJECT DURATION: JULY 1, 2019 TO JUNE 30, 2020

Applicant Information (please fill in the underlined fields)

Number of Different Agriculture Teachers at Site (Please attach a separate list of Agriculture teachers' names):	<u>4</u>
Total Number of Students from the prior fiscal year R-2 Report:	<u>530</u>
Number of teachers meeting Criterion 10 (see instructions for more information):	<u>0</u>
Number of teachers meeting Criterion 11a (see instructions for more information):	<u>4</u>
Number of teachers meeting Criterion 11b (see instructions for more information):	<u>1</u>
Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)?	<u>N</u>

Award Calculations

Part 1: Based on your number of agriculture teachers at the site: (Please attach a separate list of Agriculture teachers' names):	<u>\$ 5,000.00</u>
Part 2: Based on \$8.00 per member listed on the R-2 Report:	<u>\$ 4,240.00</u>
Part 3a: Based on number of teachers meeting Criterion 10:	<u>\$ 0.00</u>
Part 3b: Based on number of teachers meeting Criterion 11a:	<u>\$ 8,000.00</u>
Part 3c: Based on number of teachers meeting Criterion 11b:	<u>\$ 2,000.00</u>
Part 4: Based on meeting all criteria on the Quality Criterion 12 Form:	<u>\$ 0.00</u>
Total Estimated Award:	<u>\$ 19,240.00</u>

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2019–20 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2019)

Budget Sheet

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

Amount left to Allocate: \$ 0.00

4000: Books & Supplies

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Supplies	\$ 9,740.00	\$ 9,740.00
Subtotal	N/A	\$ 9,740.00	\$ 9,740.00

5000 Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Conferences	\$ 4,500.00	\$ 4,500.00
2.	Transportation	\$ 5,000.00	\$ 5,000.00
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Subtotal	N/A	\$ 9,500.00	\$ 9,500.00

6000 Capital Outlay, including sites, buildings, improvement of buildings, and equipment

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.			
2.			
3.			
4.			
5.			
Subtotal	N/A	\$ 0.00	\$ 0.00

Total Allocated Funds: \$ 19,240.00 \$ 19,240.00

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2019–20 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2019)

VARIANCE REQUEST FORM

PLEASE NOTE: EACH CRITERION FOR WHICH A VARIANCE IS REQUESTED MUST BE COMPLETED ON A SEPARATE FORM

Variance Request for Funding Year:

Merrill F. West High School

Tracy Unified School District

School Site

District

1. Standard and criterion for which variance is requested:
Standard Number:
Criterion Number:
2. Reasons why the criterion is not being met at this time (use additional pages if needed):

3. Steps to be taken in order to meet this criterion (use additional pages if needed):

Name of Agriculture Teacher
Responsible for the Program

Signature of Agriculture
Teacher Responsible for the Program

Name of Principal

Signature of Principal

Name of Regional Supervisor

Signature of Regional Supervisor

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2019–20 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2019)

QUALITY CRITERION 12 FORM

Agricultural programs meeting all of the required Quality Criteria (Criteria 1 – 9) may qualify for an additional \$7,500 by also meeting Criterion 12.

Please check each qualifying condition you meet below.

This form, along with the appropriate verification, must be submitted with the Agricultural Career Technical Education Incentive Grant Application by the application deadline.

Number of Students on Previous Year's R-2 Report: _____

12A: Leadership and Citizenship Development

Number of activities on the approved FFA Activity list in which the local chapter participated (Must participate in at least 80 percent of the activities)

12B: Practical Application of Occupational Skills

Number of students who received the State FFA Degree (Must be at least 5 percent of the R2 number)

12C: Qualified and Professional Activities

Number of teachers who attended a minimum of five professional in-service activities (Must attach approved In-service Activities Verification Page)

12D: Community, Business, and Industry Involvement

Number of meetings held by the local Agriculture Advisory Committee (Must be at least three, with minutes attached)

Name of Agriculture Advisory Committee Chair: _____

Phone Number of Agriculture Advisory Committee Chair: _____

12E: Retention

Number of students from the 2015 freshman cohort who completed 3 or 4 years of Agriculture Education courses. Must be at least 30% of the 2014 freshman cohort

12F: Graduate Follow-Up

Number of program completers graduating last year

Number of those who graduated who are employed in agriculture, in the military, or continuing their education (must be at least 75 percent of the program completers). Attach graduate follow-up report.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison,
Associate Superintendent of Educational Services
DATE: June 12, 2019
SUBJECT: Approve Out of State Travel for Two West High School Administrators and Five Teachers to Attend the Professional Learning Communities (PLC) at Work Institute in Seattle, Washington, on August 14-16, 2019

BACKGROUND: The presenters at the conference are the world-renowned experts in the PLCs. The teachers from our site that we would like to send are Professional Learning Community (PLC) Group Leaders. While we have significant time set aside for PLCs at the sites, many of our teachers have not attended PLC training. We currently have about 20% of our staff trained. The presenters are all educators who have successfully led schools through the PLC process, and they are accessible to attendees throughout the event. The session includes workshop/breakout time for individual groups. The goal of the training is to get teachers working effectively together to address student learning through positive collaboration and the use of data.

RATIONALE: District and Site Early Release Monday (ERM) is designated for PLC time for all teachers. The PLC process is increasingly recognized as the most powerful strategy for sustained, substantive school improvement. Most of our teachers have not received training from PLC experts. We are specifically targeting PLC leaders to go on this trip in order to make progress toward our site and district goal of improving PLCs. Effective PLCs will support teachers in the work on which we are asking them to collaborate (RCD, Relationships, Rigor, Relevance).

FUNDING: Lodging, transportation, registration, rental car, and food costs will not exceed \$20,000.00. These costs will be paid from Title One Funds.

RECOMMENDATION: Approve Out of State Travel for Two West High School Administrators and Five Teachers to Attend the Professional Learning Communities (PLC) at Work Institute in Seattle, Washington, on August 14-16, 2019.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 13, 2019
SUBJECT: **Approve Agreement for Special Contract Services with Solution Tree Inc. to Provide Onsite Professional Development for West High Staff on August 5, 2019**

BACKGROUND: Solution Tree Inc. offers RTI at Work, a professional development course that brings proven teaching strategies and tools to our site; tools which will enable our staff to improve interventions at all tiers of the RTI pyramid. The RTI at Work experts will help our staff implement a strong system of intervention built on PLC practices. The West High team will gain specific, practical and inspiring strategies for transforming our school to a place where all students learn at high levels.

RATIONALE: The underlying premise of RTI at Work is that schools not delay in providing help for struggling students but should provide timely, targeted and systematic interventions to all students who demonstrate the need. This aligns with District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: West High will pay for this professional development training from MAA money. The cost will be \$6,500.

RECOMMENDATION: Approve Agreement for Special Contract Services with Solution Tree Inc. to Provide Onsite Professional Development for West High Staff on August 5, 2019.

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

**Solution Tree, Inc.
Purchase Agreement**

Effective May 9, 2019, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Tracy Joint Unified School District - Merrill F. West High School ("Customer") located at 1775 W Lowell Ave. Tracy, CA US 95376 agree as follows:

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

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

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

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

3. **Onsite Professional Development**

- 3.1. **Description of Services:** Solution Tree agrees to provide a speaker, Daniel Cohan ("Associate"), to disseminate information for Customer on the topic of *RTI at Work™* on August 5, 2019.
- 3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. **General Terms**

- 4.1. **Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to

entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

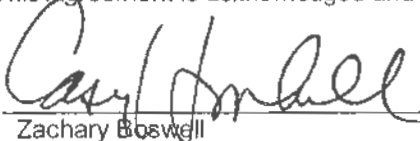
4.2. Force Majeure: If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.

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

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

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

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



Zachary Boswell

Principal

Merrill F. West High School

6/13/19

Date

Ali Cummins

Director of Professional Development

Solution Tree, Inc.

Date

Please email this Agreement to John Kim at john.kim@solutiontree.com or fax to 866.308.3135.

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for this job?

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

Who will receive and pay the invoice?

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

Shipping instructions (equipment to be shipped forward)

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

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Onsite Professional Development of West High Staff on August 5, 2019. Solution Tree will provide a speaker, Daniel Cohan to disseminate information on the topic of "RTI at Work"

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of one (1) [] HOURS [X] 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 \$_____ per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$6,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

- b. District [X] 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 \$6,500 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 upon execution of agreement, and shall terminate on August 5, 2019.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Dr. Boswell, at (209) 830-3370 x3010 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [] WILL [] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 12, 2019
SUBJECT: **Approve Agreement for Special Contract Services with Mattie Spires, MFTI, to Provide Mental Health Services to Williams Middle School for an Additional Day of Services for the 2019-2020 School Year**

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

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

FUNDING: The total cost to have Mattie Spires provide Mental Health services will not exceed \$30,500. This funding will be paid by Site Title I funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Mattie Spires, MFTI, to Provide Mental Health Services to Williams Middle School for an Additional Day of Services for the 2019-2020 School Year.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide Mental Health Services to Williams Middle School during the 2019-20 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 508 () HOURS | | DAYS, under the terms of this agreement at the following location Williams Middle School.

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

- a. District shall pay \$ 60.00 per HOUR | | DAY | | FLAT RATE, not to exceed a total of \$ 30,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District SHALL | | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 806.00 for the term of this agreement.
- c. District shall make payment on a MONTHLY PROGRESS BASIS | | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

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

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

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

Mattie Spinko

LMFT

Contractor Signature

Title

Tracy Unified School District

83-1648217

IRS Identification Number

Date

01-3010-0-1110-1000-5800-490-5302

LMFT#111051

Title

Account Number to be Charged

1660 W. Linne Rd. Suite 126

Address

Department/Site Approval

Tracy, CA 95377

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 10, 2019
SUBJECT: **Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Williams Middle School during the 2019-2020 School Year**

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connecting families, schools and community as partners to advance the education of every child through parent engagement. Their vision is to create a community in which parents and educators collaborate to transform every child's educational environment, both at home and at school, so that all children can achieve their greatest academic potential.

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE at Williams Middle School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home and community and to facilitate a partnership to support student achievement. 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: The District shall pay \$10,500 for the nine-week parent class, not to exceed \$10,500. The cost of the program will be paid by site Title I Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Williams Middle School during the 2019-2020 School Year.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Parent Institute for a Quality Education (PIQE), 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: Nine week parent class to educate parents and increase parent involvement at Williams Middle School

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of Nine (9) [] HOURS [X] DAYS, under the terms of this agreement at the following location Williams Middle School.

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

- a. District shall pay \$ 10,500 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 10,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on September 11, 2019, and shall terminate on November 16, 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, Miguel Romo at () 209-830-3345 ext: 5474 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [] WILL [X] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:


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

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

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

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

AGREED:


 Contractor Signature: _____ Title
 33 -0259359
 IRS Identification Number _____
 Executive Director
 Title _____
 1124 11th Street Ste B.
 Address _____
 Modesto CA 95354

Tracy Unified School District

 Date
 01-0709-0-1110-1000-5800-490-5302
 Account Number to be Charged

 Department/Site Approval

 Budget Approval

 Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 10, 2019
SUBJECT: **Approve Master Contract for Nonpublic, Nonsectarian School/Agency Services with Therapeutic Pathways, Inc.**

BACKGROUND: Special Education students may require consultation services from an autism specialist as part of the Individual Education Plan. Approval at this time is necessary pursuant to individual student needs as indicated in student IEPs.

RATIONALE: The District does not have an Autism Specialist employed; therefore, it is necessary to provide services through a nonpublic agency. Non-public agency contract services are part of the continuum of services districts must provide to students with exceptional needs. This request supports District Strategic Goal #3: Apply fiscal, operational, and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Total contract expenses are shared between the District, San Joaquin County Office of Education, and Valley Mountain Regional Center currently to support four students. The District's share of the total contract expenses will not exceed \$144, 965 from July 1, 2019 through June 30, 2020. Special education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Nonpublic, Nonsectarian School/Agency Services with Therapeutic Pathways, Inc.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: June 14, 2019
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Davis, Jason Program Administrator for Special Education	DEC/Special Ed.	6/30/19	Personal
Gonzalez, Mayte Ramirez Principal	North School	6/30/19	Personal
Kobayashi, Erin School Psychologist	Special Education	6/30/19	Personal
McDaniel, Lois Food Services Coordinator	DEC/Food Service	6/30/19	Accepted Director of Food Service position
Murray, Diana Payroll Specialist	DEC/Finance Dept.	6/30/19	Accepted Secretary position at WMS
Silveira, Diana Elementary School Secretary	McKinley Elementary	6/30/19	Personal

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Altura, Nicolette 4 th grade	South/West Park	6/1/19	Personal
Brown, Christopher Science	Kimball High	6/28/19	Personal

Duncan, Mark Mathematics	Stein	6/30/19	Personal
Harmsen, Holly 1 st Grade	Bohn	6/30/19	Accepted Assistant Principal position at West High School
Herrick, Karen English	West High	6/14/19	Personal
Kumagai, Jeffrey Music	Tracy High	6/30/19	Personal
Martin, Mauricio Special Education, SDC	Tracy High	6/30/19	Personal
Ryan, Brittani Science	Monte Vista	6/29/19	Accepted Assistant Principal position at Williams Middle School
Wichman, Steven Physical Education/ Athletic Director	West High	5/24/19	Accepted Assistant Principal position at West High School
Wendy Waymire Special Education, RSP	North	6/8/19	Personal

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RETIREMENTS**

NAME/TITLE

SITE

EFFECTIVE
DATE

Sasser, Cynthia
Principal

Wanda Hirsch

6/4/19 as amended

BACKGROUND:

CLASSIFIED RESIGNATION

NAME/TITLE

SITE

EFFECTIVE
DATE

REASON

Bryant, Lisa
Secretary to the Director of
Curriculum and Student Services

DEC

6/12/19

Accepted Admin.
Secretary to the Assoc.
Supt. for Ed Services
Position

Johnson, Susan

IEP Para Educator I	McKinley	5/25/19	Personal
McIntyre, Sharelle IEP Para Educator I	Stein	6/4/19	Personal
Riley, Lynnet H.S. Administrative Secretary	KHS	6/14/19	Accepted the High School Secretary position

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

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: June 13, 2019
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Bravo, Rogelio

Cordova, Loralay

Priscilla Dawn

Jensen, Joshua

Johnston, Ashley

Jones, Kimberly

Link, Kyle

CERTIFICATED

English (Replacement)
Williams Middle School
Class I, Step 1 "A" \$50,570.00
Funding: General Fund

Roving Music (Replacement)
Bohn, Central & Villalovoz
Class I, Step 1 "A" \$50,570.00
Funding: General Fund

Special Education RSP (New position)
West High School
Class 1, Step 2 "A" \$52,524.00
Funding: Special Education

English (Replacement)
Tracy High School
Class I, Step 1 "A" \$50,570.00
Funding: General Fund

Science- 6th grade (Replacement)
North School
Class I, Step 1 "A" \$50,570.00
Funding: General Fund

School Librarian (Replacement)
Kimball/Monte Vista 1.2 FTE
Class VI, Step VI, "B" \$63,530.00
Funding: General Fund

4th Grade (Replacement)
Art Freiler
Class I, Step 1 "A" \$50,570.00
Funding: General Fund

Mohlenhoff, Robin	Special Education SDC (Replacement) West High School Class I, Step 1 "A" \$52,524.00 Funding: Special Education
Smith, Amanda	Home Economics (New Position) Kimball High School Class I, Step 1, "A" \$50,570.00 Funding" General Fund
Sundquist, Derek	Social Science (Replacement) West High School Class VI, Step 4, "B" \$64,773.00 Funding: General Fund
Varela, Deanna	Special Education SDC, Preschool (Replacement) Wanda Hirsch Elementary Class I, Step 1, "A" \$52,524.00 Funding: Special Education
<u>BACKGROUND:</u>	<u>MANAGEMENT/CLASSIFIED</u> <u>CONFIDENTIAL</u>
Bryant, Lisa	Administrative Secretary to the Associate Superintendent for Education Services (Replacement) DEC/Educational Services LMH, Range 14, Step B - \$29.83 per hour 8 hours per day Funding: General Fund
Jimenez, Jose	Principal (Replacement) North School LME, Class 54, Step D \$600.37 per day Funding: General Fund
Harmsen, Holly	Assistant Principal (Replacement) West High School LME, Class 54, Step A, \$518.63 per day Funding: General Fund
McDaniel, Lois	Director of Food Services (Replacement) DEC/Food Services LME, Range 38, Step A - \$416.44 per day 8 hours per day Funding: Child Nutrition – School Program

Murray, Diana	Middle School Secretary (Replacement) Williams Middle School LMH, Range 11, Step E - \$30.37 per hour 8 hours per day Funding: General Fund
Riley, Lynnet	School Secretary High School (Replacement) Kimball High School LMH, Range 12, Step A - \$26.12 per hour 8 hours per day Funding: General Fund
Sowers, Hilary	Assistant Principal (Replacement) Bohn/McKinley LME, Class 51, Step A, \$487.11 per day Funding: General Fund

BACKGROUND:

CLASSIFIED

Brown, Sam	Mechanic (Replacement) Transportation Range 49, Step A - \$27.00 per hour 8 hours per day Funding: Home to school transportation – 60% and Special Ed transportation – 40%
Cedano, Raul	Utility Person II (Replacement) Stein Continuation High School Range 35, Step C - \$21.36 per hour 8 hours per day Funding: General Fund
Erickson, Chrystal	Food Service Worker (Replacement) West High School Range 22, Step A - \$14.38 per hour 4 hours per day Funding: Child Nutrition – CCFP
Gonzales, Keith	Utility Person II (New) Tracy High School Range 35, Step C - \$21.36 per hour 8 hours per day Funding: General Fund
Gordon, Patricia	IEP Para Educator I (New) Hirsch Elementary School Range 24, Step A - \$15.07 per hour 3.5 hours per day Funding: Special Education

Gordon, Patricia	Food Service Worker (Replacement) Hirsch Elementary School Range 22, Step A - \$14.38 per hour 1 hour per day Funding: Child Nutrition – School Program
Nihipali, Shellee	K-8 Library Technician (Replacement) Poet Christian School Range 30, Step A - \$17.31 per hour 20 hours per week/Tuesday through Friday Funding: State Lottery
Ruiz De Fuentes, Isabel	Food Service Worker (Replacement) West High School Range 22, Step A - \$14.38 per hour 3 hours per day Funding: Child Nutrition – School Program
Strasburg, Rebecca	Food Service Worker (Replacement) Villalovoz Elementary School Range 22, Step A - \$14.38 per hour 3 hours per day Funding: Child Nutrition – School Program
Vega-Sanchez, Alexia	School Supervision Assistant (Replacement) Monte Vista Middle School Range 21, Step A - \$14.07 per hour 1.5 hours per day Funding: General Fund

BACKGROUND:

COACHES

DeHaro, Adam	Baseball – Frosh Boys’ Tracy High School Stipend: \$3,907.11
Hauk, Roger	Volleyball Soph Girls’ West High School Stipend: \$4,690.66
Stewart, Michael	50% Varsity Assistant – Football Kimball High School Stipend: \$2,541.22
Vallotton, David	Football – Frosh Assistant Kimball High School Stipend: \$4,690.66

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Julianna Stocking, Director of Continuous Improvement, State and Federal Programs.
DATE: June 12, 2019
SUBJECT: **Approve the LCAP Parent Budget Overview, Local Control Accountability Plan (LCAP) for the 2019-2020 School Year**

BACKGROUND: Education Code Section 52060 requires that:

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

The Local Control Accountability Plan (LCAP) requires that:

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

- Districts must solicit input from various stakeholder groups, including school employees, a parent advisory committee, and a separate EL parent advisory committee.
- Districts must hold at least one public hearing to discuss and adopt (or update) the LCAP. This hearing must solicit recommendations and comments from the public regarding expenditures proposed in the plan.
- The local school board must approve both the LCAP and the district budget prior to submission of the LCAP to the SJCOE no later than July 1, 2019.

RATIONALE: District staff members have solicited input from the required stakeholder groups by means of meetings and stakeholder surveys. Survey results and recommendations brought forth were analyzed and incorporated into the LCAP for 2019-20.

The June 11, 2019 public hearing was held to solicit further recommendations and comments from the public regarding anticipated actions and expenditures which will impact student learning for all pupils as well as at-risk pupils in TUSD as proposed in the LCAP plan.

FUNDING: No funding is required for this agenda item, but the results will impact the 2019–2020, the 2021-2022, and the 2022-2023 budget decisions per state regulations.

RECOMMENDATION: Approve the LCAP Parent Budget Overview, Local Control Accountability Plan (LCAP) for the 2019-2020 School Year.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: June 12, 2019
SUBJECT: **Approve the 2019-20 LCAP Federal Addendum**

BACKGROUND: With the adoption of the Every Student Succeeds Act, the LCAP Federal addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of Every Student Succeeds Act (ESSA).

RATIONALE: The local governing board is required to approve the Local Control Accountability Plan (LCAP) Federal Addendum for the 2019-2020 school year on or before June 30, 2019. The purpose of the addendum is to ensure districts meet LEA Plan provisions of the Every Student Succeeds Act (ESSA). In combination with the LCAP_ and the Consolidated Application, and with the approval of the LCAP Tracy Unified School District 2will have met the requirements of ESSA of the Federal Local Education Agency Plan Requirements.

The federal funds included in the Addendum are Title I, II, III, and IV. The state has determined identified provisions within each of the Title funds that are in the LCAP as they were aligned to one or more of the state priorities as required in the LCAP. The provisions not included in the LCAP are reflected in the Addendum. Funds may be expended once an LEA has a locally approved LCAP, a submitted Consolidated Application with the Addendum certification page, and a submitted LCAP Federal Addendum. The Addendum is submitted to the California Department of Education no later than July 1, 2019 and must be approved by the Local Governing Board for consideration and approval of the Readers' Conference deadlines.

FUNDING: Title I, Title II, Title III, and Title IV.

RECOMMENDATION: Approve the 2019-20 LCAP Federal Addendum.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: June 12, 2019
SUBJECT: Adopt the 2019-20 Annual School District Budget

BACKGROUND: Education Code Section 42127 requires that:

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

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

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

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

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

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

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

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

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

RATIONALE: During the board meeting of June 11, 2019, the Board of Trustees conducted a public hearing on the budget to be adopted for the subsequent fiscal year. At that same meeting, staff discussed the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget, the combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget, and made a

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

In January of 2019, Governor Newsom proposed the California State Budget for 2019-2020. Because the State of California is the greatest source of funds for Tracy Unified School District operations, the Governor's January budget proposal is a key source of information for planning. His budget plan was revised in May, but has not yet been adopted by the California Legislature.

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

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

FUNDING: Given the budgeting guidelines offered by SJCOE, the ending balance from the 2018-19 school year is projected to be adequate to meet the planning obligation for the 2019-2020, the 2020-21, and the 2021-22 school years. Therefore, the proposed budget complies with Education Code Section 33127 which sets forth standards and criteria to be reviewed and used by local educational agencies in the development of annual budgets and the management of subsequent expenditures from that budget. The proposed budget will allow the district to meet its financial obligations during the fiscal year, and to satisfy its multiyear financial commitments.

RECOMMENDATION: Adopt the 2019-20 Annual School District Budget.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Anthony Flores, Director of Maintenance, Operations, and Transportation
DATE: June 12, 2019
SUBJECT: **Approve Contract with Handle With Care for Classified Employee Security Training**

BACKGROUND: Classified employees in certain job classifications are required to perform a variety of security functions, which include: patrolling school district buildings, grounds and parking lots; observing and reporting hazards or activities which may affect district facilities or employee safety; checking, monitoring, and questioning students or visitors; and reporting any acts by persons which may contribute to unsafe conditions or possible injury to students or staff.

A need has been identified for these security personnel to receive training to inform their completion of these duties.

RATIONALE: The attached contract describes two two-day training sessions to be conducted at the end of July, with the capacity to train up to 80 district employees.

FUNDING: TUSD has received \$92,105 from the Classified School Employees Professional Development Block Grant Program for 2018-19, the primary purpose of which is to provide training to classified employees to improve school safety. This agenda item addresses the first of several training activities that will utilize these funds during the 2019-20 school year.

RECOMMENDATION: Approve contract with Handle With Care for classified employee security training.

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

HANDLE WITH CARE

Behavior Management System[®]

Legendary Crisis Intervention Training For Schools



PRT
Standing Overhead View

Contact:
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Introduction

Handle With Care is the life's work of Bruce Chapman, who has succeeded in building the world's first totally integrated crisis intervention system. We have been training teachers, resource officers and school administrators since 1985, earning a national reputation for teaching the safest and most powerful verbal and physical intervention methods in the history of the industry.

In November, 1999 our proprietary physical holding method, the Primary Restraint Technique (PRT)[®] and the PRT Tripod Stand[™] were combined into a groundbreaking "apparatus and method" patent for "safely maintaining a restraining hold on a person." No other passive holding method, no physical technique of any kind, has ever been granted patent protection. This achievement is the culmination of over 25 years of continuous research and development.

The individual components of Handle With Care technology are integrated with each other, creating a system that is beautifully simple, coherent and adaptable to the classroom environment. Teachers who complete the training will have the practical tools to manage students effectively to avoid a crisis. When a crisis does occur we teach you how to work as a team in "real time real speed" interventions. It is a program that your faculty will believe in because it is rooted in practicality, the ethical treatment of students and common sense.

There are well over one hundred thousand Handle With Care practitioners working with adults and children in some of the most challenging environments in the United States and Europe.

Instructor Certification

The HWC Instructor Certification Program will provide you with the flexibility to build and train a crisis team that includes administrators, faculty and School Resource Officers. Our Instructor Certification Program is a true "train the trainer" program. We take a core group of your most talented staff and teach them methods of instruction that provoke thoughtful participation including:

- a well defined lead and co-trainer teaching protocol that maintains an orderly and safe training environment
- "verbal counts" and guided movement methods that keep making the task of correcting a student's physical technique simple.
- a "spotting system" that enables your certified instructors to teach the physical restraint components to your direct care staff safely

The Handle With Care System is fully documented in our Participant Manual, Instructor Manual and Instructor Video, which are included with the training (at no extra cost). Your instructors have unlimited access to phone and online technical support. We love "what if s."

Your certification program will be conducted by a Handle With Care Master Instructor. They are the best professional trainers in the country, selected from the thousands of agency instructors that president and founder, Bruce Chapman, has personally certified over the last 15 years. They were carefully chosen on the basis of field experience, teaching ability and personal reputation in their respective field of human services. This depth of experience ensures that Handle With Care will adapt to the specific needs of your educational environment, the students you serve and types of challenges they present to your faculty.

Verbal Intervention

"I never met a kid in crisis who couldn't spot a phony a mile away"

The Solid Object Relationship Model (SORM)

The assessment and interactive components of Handle With Care are based on the simple assumption that an angry or fearful person in crisis is "aware" of his emotional instability and instinctively seeks equilibrium by holding on to or "attaching" himself to a more stable object or person - a relationship. If I suddenly pushed you from behind, you would instinctively try to hold on to something - anything - rather than fall down.

Predictably, a student in crisis "tests" the emotional solidity of the people (objects) around them by activating anger and fear responses. The Verbal Program succeeds in motivating staff to identify their emotional liabilities in a crisis and learn how to manage them. Realistic role-playing exercises help staff learn how to intervene while remaining calm, centered and focused throughout this testing process – in other words, a solid object.

The Tension/ Tension Reduction Cycle

Timing in a crisis is critical. There is a time to offer support, a time to set limits, a time to use physical restraint and equally important - a time to let go. The T/TRC illustrates the dynamics of escalating and de-escalating tension on the out of control child, on intervening staff and on other students exposed to the crisis. Using the T/TRC, teachers are better able to recognize the effects of escalating tension and adjust the timing of their interventions based on the therapeutic and safety needs of the child and the classroom.

The HWC Role-Play Workshop

Participants have an opportunity to apply the concepts of SORM to realistic role-plays that challenge them at the support, limit setting and physical restraint stages of the T/TRC. The goal is self-revelation and acceptance of responsibility for creating a safe environment. We focus heavily on staff communications with each other before, during and after a crisis. We are not afraid to confront sensitive “staff issues” that undermine your ability to manage your most challenging students.

Physical Intervention

The Handle With Care Verbal Program prepares staff to use the power of the relationship to de-escalate the tension level of someone in crisis and avoid physical intervention whenever possible. Handle With Care’s physical skills training enables staff to manage situations where the only appropriate response is the prompt skillful use of physical restraint.

The Personal Defense System

The personal defense components of Handle With Care give teachers the ability to defend themselves (or another student or teacher) and transition into the most powerful single person passive restraint technique in the world. The personal defense system was engineered to meet the following design criteria:

- The personal defense techniques are effective and non-injurious. This is the most expertly engineered collection of personal defense methods in the industry
- The personal defense system interfaces with the Primary Restraint Technique (PRT)
- The techniques apply to what we call “3rd person save” situations. A responsible staff member must be able to respond to an assault on someone other than herself. Handle with Care training provides an unprecedented level of therapeutic control in these situations

The Primary Restraint Technique (PRT)

The Primary Restraint Technique (PRT) is the centerpiece of Handle With Care’s physical system. The PRT is an easy to learn, orthopedically sound passive holding method that offers unprecedented mechanical advantage without pain or

injury. It is a powerful standing hold that communicates benign control to the aggressive student so effectively that a takedown is usually unnecessary.

For those situations that require a takedown to the floor, the PRT is the only prone or facedown restraint method with a built-in safeguard, the Tripod Modification, to prevent chest compression. The PRT Tripod Stand™ is a simple and inexpensive foam device that literally supports the Tripod Modification and extends the ability of direct care staff to comfortably maintain a safe and therapeutic passive restraining hold on adults and children of all sizes. It is an innovation so important that it was granted the privilege of an expedited patent.

We also offer "non prone restraint" options that are based on the PRT, including techniques for smaller children and children with orthopedic and physical conditions (including pregnancy) that would preclude any facedown restraint method.

The Modified PRT for Smaller Children

Engineered by Bruce Chapman to replace the "basket hold" 15 years ago, the Modified PRT offers a safer level of control than the basket hold for younger or smaller children who may not require the full mechanical advantage of the PRT. The basket hold has an "inherent malfunction mode" that we've been describing for several years which was independently documented by the Hartford Courant in November 1998. However, if your agency insists on using the basket hold we can show you how to make it safer.

Crisis Teams

A team approach is always the best approach. We believe that the use of any single person restraint, including the PRT, should be limited to emergencies when there are no other options. Our two and four person team restraint components are engineered around the PRT in a way that eliminates confusion and chaos. We will customize a two or four person team deployment system with tactical adjustments for a wide range of behaviors and situations, based on the number of people that can normally respond to a crisis at your school.

PROGRAM OUTLINE

SCHOOLS / ALTERNATIVE SCHOOLS / SPECIAL EDUCATION

- I. Introduction to the Handle With Care Philosophy and Methods
- II. Comprehensive Verbal Skills Workshop (8 hours)
 - A. The Tension / Tension Reduction Cycle Model

Theoretical model used to illustrate the dynamics of escalating and de-escalating tension as it applies to the youth in crisis, intervening staff and other youth and staff exposed to the crisis.

 1. How tension contributes to inappropriate behavior in client and youth
 2. Identify responses and behaviors that indicate tension levels are rising
 3. Understand how the T/T Reduction Cycle relates to observations of self, faculty and students.
 4. Understand when verbal and/or physical interventions become necessary.
 5. Understand when to withdraw from an intervention.
 - B. The Solid Object Relationship Model

Illustrates how staff can develop and utilize their relationship skills with a student in crisis to reduce tension.

 1. Emphasize the importance of staff maintaining an "affect neutral" posture.
 2. Understand the underlying dynamics of establishing a therapeutic relationship.
 3. Understand the testing process and begin to identify our personal "buttons" (stressors)
 4. Participants will be asked to examine their own reactions in critical situations.
 - C. Role Playing Workshop
- III. Handle With Care Physical Skills Training
 - A. Personal Defense - Escape Techniques from:

1. same side wrist grab
 2. two on one wrist grab
 3. two on two wrist grab
 4. cross hand grab
 5. front choke / lapel grab
 6. rear choke
 7. hair pull
 8. bites
 9. arm bar choke from behind
- B. Use of Personal Space
1. spatial considerations and strategies
 2. the Non-Defensive Posture
- C. Personal Defense - Blocking Techniques
1. straight punch / straight incoming assault
 2. hook punch / blunt weapon / thrown object
 3. kicking assault
- D. The Primary Restraint Technique (PRT) & Takedown
1. The Tripod Modification and PRT Tripod Stand
- E. The Modified PRT for small children
- F. Interfacing the PRT with the entire Personal Defense System
- G. Two Person Escort / Two Person Team Restraint & Takedown
- H. Team Restraint in the Classroom and on School Property
1. Therapeutic Use of "Time Out"
- I. Specialized Intervention Strategies
1. breaking up fights, managing pregnant women, small children, etc.

About Bruce Chapman

Bruce Chapman is an inventor and author. He is the President of Handle With Care® Behavior Management System, Inc. (HWC) and SoftCircle™ Client Protection Products.

Handle With Care: Bruce created Handle With Care technology from 1973 to 1984 on the locked psychiatric unit of Pennsylvania Hospital in Philadelphia, where he was regarded as the hospital's authority on the prevention and management of aggression and suicide. He discovered HWC's proprietary holding method, the Primary Restraint Technique (PRT)®, in 1974 at the age of 21. The PRT has the distinction of being the only physical technique of any kind in patent history. In 2001, he was granted a groundbreaking U.S. and International Patent for the PRT's integrated safeguards to prevent positional asphyxiation during a prone restraint. He created *The Tension/Tension Reduction Cycle (T/TRC)™* and *The Solid Object Relationship (SORM)™* Models in 1980. They were first introduced to psychiatric residents at the Institute of Pennsylvania Hospital and continue to provide the theoretical foundation for HWC Training.

HWC is currently taught in 50 States and Puerto Rico, with national headquarters located in Gardiner, NY. HWC has approximately 22 licensed "Master Instructors" and "Regional Training Centers" currently under license throughout the U.S. A Regional Training Center will be operational in Great Britain by spring, 2005. Since 1984, Bruce has produced many thousands of HWC Certified Instructors working across the broad spectrum of human services including:

Mental Health and Social Service Agencies: psychiatric centers serving children and adults, general hospitals, residential treatment centers, developmental centers, substance abuse and detoxification centers, ambulance services, head injury and rehabilitation centers, group homes and foster parents. He has been a featured guest speaker and presenter to numerous professional organizations and conferences including the American Hospital Association, The Mid Atlantic Health Congress, the Delaware Valley Emergency Room Nurses Association and the Princeton Center for Health Affairs Healthcare Information [television] Network (HIN).

Schools and Special Education: nursery, grammar, middle and high schools, alternative schools and police resource officers.

Juvenile Justice: juvenile detention centers, juvenile correctional facilities, residential centers, family courts and probation officers.

Event and Concert Security: stadiums, arenas and convention centers.

Law Enforcement and Adult Corrections: In 1995, Mr. Chapman created "Plus", a standalone defensive tactics training program developed in response to the unique use-of force challenges of the law enforcement and correctional environment. Plus addresses higher use-of-force levels than HWC. HWC and Plus are taught to officers staffing jails and prisons, Emergency Response Teams operating in juvenile and adult facilities, police officers, parole officers, probation officers and hostage negotiators. He is a certified instructor for the New Jersey Police Training Commission and provides expert testimony on issues related to the use-of-force.

SoftCircle: In 1999, Bruce began a multiyear project to design and manufacture an innovative line of "modular" protection products for use with acutely homicidal and suicidal clients. The SoftCircle project has earned him 11 additional U.S. Patents (9 remain pending; more are expected). SoftCircle restraint products are assembled at our production facility in Gardiner. SoftCircle "dipped foam process" products are manufactured in Mexico by Red Central Foams.

Professional Affiliations (Past and Present): Associate Member of the New Jersey Hospital Safety and Security Directors Association, The American Correctional Association (ACA), the American Jail Association (AJA), the International Association of Correctional Training Personnel (IACTP), the National Juvenile Detention Association (NJDA), the Juvenile Justice Trainers Association (JJTA) and the Association of Juvenile Detention Centers of New York State. He has been an exhibitor, presenter and topic panelist at most of the above associations' regional and national conferences and has been featured on the Law Enforcement Television Network (LETN). He is a 6th Dan and "Forms Technical Advisor" for the American Moo Duk Kwan Federation.

May 24, 2019

Tracy Unified School District
Anthony Flores
1875 W. Lowell Ave
Tracy, CA 95376

STANDARD HANDLE WITH CARE CONTRACT

Per your request, I am submitting this contract detailing the costs and terms for licensing and training in Handle With Care's Instructor Certification Program.

GROUP 1 VERBAL TRAINING

Number of Participants	Up to 40 Participants
Length of Training:	Up to 8 Hours each day including lunch and breaks
Cost	\$2,400 (excluding expenses)

BASIC PHYSICAL TRAINING

Number of Participants	Up to 40 Participants (no floor restraint)
Length of Training:	Up to 8 Hours each day including lunch and breaks
Cost	\$2,400 (excluding expenses)

GROUP 2 VERBAL TRAINING

Number of Participants	Up to 40 Participants
Length of Training:	Up to 8 Hours each day including lunch and breaks
Cost	\$2,400 (excluding expenses)

BASIC PHYSICAL TRAINING

Number of Participants	Up to 40 Participants (no floor restraint)
Length of Training:	Up to 8 Hours each day including lunch and breaks
Cost	\$2,400 (excluding expenses)

Total Cost: \$9,600.00 (excluding expenses)

AGENCY IS GIVEN COPYRIGHT AUTHORIZATION FOR ONE YEAR.
ONE PARTICIPANT MANUAL, INSTRUCTOR MANUAL AND VIDEO IS INCLUDED

EXPENSES

- \$75.00 per diem for any program requiring air travel &/or hotel accommodations.
- Air travel, hotel, car rental, parking & any other transportation costs.
- Auto travel: Mileage billed at the Federal Rate, currently .58 per mile.

The HWC Trainer is located in Sacramento estimated expenses should run \$800 if the trainer does not take a hotel or \$1300 if the trainer takes a hotel

SITE & EQUIPMENT REQUIREMENTS (please read carefully)

- Flat training area appropriate for the number of participants.
- Flip chart or blackboard
- Any relevant equipment normally used by the agency, i.e. a restraining bed, mechanical restraints, handcuffs, etc.
- Kneepads (soft e.g. volleyball) for each participant provided by the agency on the day of training.
- The agency is responsible for the reproduction of all copyrighted and trademarked materials provided by Handle With Care including the “Waiver” and “Participants’ Manual” (one for each participant) and the “Instructors’ Manual” (for instructors only). Additional DVD’s can be purchased separately for \$15.00 each.

Participants should be advised to wear loose comfortable clothing e.g. sweats, t-shirts and sneakers.

Note: Participants who cannot move down to or up from the floor comfortably may not be able to complete parts of this program. Instructor candidates must be able to complete the entire program, and should be comfortable going down to and up from the floor

RECERTIFICATION/RETRAINING

Annual training is required to ensure the quality of training and to update Participants/Instructors on any refinements or changes in the technology. Annual training is required for the entity to maintain its license to use and copy Handle With Care’s program and materials. Entities that are not current in their certification, and that do not have a training and licensing extension, will be responsible for discontinuing the use (and training) of HWC’s program and materials.

Entities or instructors whose license term expired or requesting extensions over 30 days will be charged a pro rated licensing fee beginning after the 30 day grace period (currently \$200/month).

TRAINING SERVICES AND LICENSING AGREEMENT

These terms are incorporated by reference into every seminar registration form and participant waiver. By attending or receiving access to HWC’s training and materials, every entity and participant agree to the following terms.

Each entity and participant is fully aware that there are inherent risks associated with any physical activity, including, but not limited to, physical training in behavior management, self-defense & physical restraint. Each entity and participant fully accepts and assumes the risks.

Handle With Care Behavior Management System, Inc. consists of its owners, directors, officers, members, managers, partners, representatives, agents, instructors, employees, independent contractors, and hosting facilities (collectively "HWC").

ENTITY OF RECORD. The "Entity of Record" (hereinafter "Entity" or "Entity of Record") is the entity contracting for HWC training and licensing. The Entity of Record contracting for an on-site training may not invite outside entities i.e. agencies, facilities, partnerships, businesses, organizations, persons or schools without HWC's prior consent.

Entity of Record participant/s may only use/or teach HWC to "employees" of the Entity of Record, unless otherwise authorized in writing by HWC. An organization with independent contractors, who work under the auspices of the Entity of Record and who provide services to the same individuals (hereinafter "Employee") may consider those staff Employees provided all Employees are parties to Agreements that have and require insurance coverage and are subject to the same Terms and Conditions of our Agreement with the Entity of Record. HWC is not responsible for the errors, omissions, culpable acts or negligence of Agency or its Employees. If HWC trains any Employee of the Entity not covered by insurance, the Entity will indemnify and hold HWC harmless for any injury including but not limited to, accidents and negligence.

Entity of Record does not include other organizations or employees that may be 'supported', 'serviced', or to which other services may be provided, but are different entities.

OWNERSHIP OF PROGRAM AND TRAINING. Entities and participants agree that all intellectual and property rights (including, but not limited to, the written manual, video, and performance of the verbal and physical components, techniques, team strategies, teaching methods, presentation methods and exercises, programming, demonstrations, performances, workshops and seminars, (collectively "HWC Materials") in the manual and training program provided are owned by Handle With Care and protected by United States Contract, Copyright, Trademark and Patent laws (International Rights Reserved), other applicable property laws, state and common laws and international treaty provisions. Handle With Care retains all rights not expressly granted. Nothing in this agreement shall grant to Entity or employee any rights, title or ownership interests in or to the Program, Training, Performance or Materials. Entity/Employee shall not remove, alter or otherwise obstruct any copyright notice, trademark notice, patent notice or other proprietary right notice placed on the Program, Program Materials or Training. Any copies that you are permitted to make pursuant to this agreement are subject to this agreement and must contain the same copyright and other proprietary notices.

OWNERSHIP OF DERIVATIVE WORKS. The creation of derivative works is not permitted except with prior written approval by HWC. Derivative works include but are not limited to video, including cell phone, and audio taping training. If a derivative work is made, then to the extent Entity or its Employees conceive or create derivative work of the HWC's Materials, it is agreed that such derivative works shall be solely and exclusively owned by HWC.

LICENSING AND CERTIFICATION. There are three levels of licensing/certification that Handle With Care grants. Basic, Instructor and Master.

Basic certification/training means the participant/s can use HWC at the Entity of Record. HWC hereby grants Entity permission to use and reprint (copy) the Verbal Manual for each employee who receiving verbal training and the Physical Manual for each employee receiving physical training. The license to use and reprint (copy) is for one year from the date of training. This license is renewed annually.

Instructor certification means that the participant/s of the Entity can use and instruct HWC Basic program to Employees of the Entity of Record. HWC hereby grants Entity permission to use and reprint (copy) the Verbal Manual for each Employee who receiving verbal training and the Physical Manual for each Employee receiving physical training and the Instructor Manual and video for Employees receiving Instructor training for a period of one year from the date of training/certification. These materials may only be distributed to Entity employees, provided such Employees are subject to these contractual terms. The Participants' Manual may be copied one (1) for each "Basic" participant whereas the Instructors' Manual may be copied one (1) for each Handle With Care Certified Instructor.

Master certification means that the participant/s of the Entity can use and instruct HWC Basic and Instructor program to Employees of the Entity of Record pursuant to these and other contractual terms.

All Handle With Care materials must be kept or maintained separate and distinct from all other materials, training or programs.

TRAINING REQUIREMENTS. Annual re-training is required to maintain the participant and Entity's license and certification. Entities or participants who are not current in their training or certification that do not have or have not requested an extension, will be responsible for discontinuing the use of HWC's program and materials and will have to certify that HWC's materials have been collected and are not being used or copied, and that HWC's program is no longer being used or taught.

A 30 day extension is automatically granted. Agencies, participants or instructors requesting extensions over 30 days will be charged a pro-rated licensing fee beginning after the 30 day grace period.

MISAPPROPRIATION. The Entity or participant receiving the Handle With Care program and training acknowledges that the Program and Training contain proprietary information owned by HWC. Entity and participant agree they will not directly, indirectly or through use of a third party hire, solicit, entice, induce, recruit or employ or associate with, engage or interfere in any of HWC's business. Entity and participant agree to take all reasonable steps to prevent all parties under its control from using, copying, altering, incorporating, modifying, marketing, capitalizing, defaming, re-selling, lending, leasing, renting, assigning or distributing the program, goodwill and training other than as expressly authorized by this agreement (including but not limited to reverse engineering or taking components of the program and marketing them under a different name or title). Entity shall promptly notify Handle With Care of any known unauthorized use and agrees to reasonably cooperate with Handle With Care in any litigation including litigation brought by Program Owner against third parties reasonably necessary to protect its Program, Training, Performance, related property rights and confidential information.

The Entity of Record is responsible for ensuring that all Employees receiving HWC training or materials comply with the terms and conditions of this agreement.

INFORMATION AND MATERIAL REQUESTS. Requests for HWC program information or requests for copies of HWC materials, by outside entities, governmental organizations or press, shall be referred to HWC.

CHOICE OF LAW. Unless otherwise agreed to in writing, this agreement is governed by New York law and venued in Ulster County, New York.

CANCELLATION POLICY.

GENERAL. If the Registrant or Entity needs to cancel already-scheduled dates, 30-day notice is required of this rescheduling or written consent by Handle With Care.

WEATHER OR UNFORESEEABLE CIRCUMSTANCE. Scheduled trainings sometimes need to be cancelled due to weather conditions. If inclement weather will likely prohibit the registrants from attending, we will reschedule. HWC will make reasonable efforts to phone or email all participants to inform of the cancellation. Once the training is underway, it is most likely that it will continue to completion as scheduled. We will allow registrants to attend alternate trainings if s/he cannot attend for weather or other good cause. HWC is not responsible nor liable for travel decisions or travel costs incurred by registrants.

HWC reserves the right to cancel or reschedule trainings at any time. If HWC cancels or reschedules the training due to weather or circumstances beyond its control, we will credit or refund the full amount of training. HWC is not responsible for non-HWC travel arrangements, travel fees, or any expenses incurred aside from training fees.


TERMINATION. Upon termination, or expiration of HWC's license, the Entity shall return or destroy, at HWC's option, all copies of HWC's Materials (in whatever form i.e. written, audio visual or electronic). This Agreement terminates automatically if the terms herein are breached.

HWC can cancel this Agreement if the Entity commits any act that could bring HWC or its principles into public disrepute, contempt, scandal or ridicule, uses excessive or unreasonable force or engages in illegal activity. In the event of such termination, all copies of HWC Materials must be destroyed or immediately returned to HWC, at HWC's option.

PAYMENT. The entity agrees to supply any information, documents and/or purchase orders needed to process payment. If a purchase order or other documents are required, it is the Entity's responsibility to supply them. If documents or purchase orders are required but not supplied, the Entity will be financially obligated to pay for costs incurred and/or services received. The Entity agrees to supply any documents or information needed to process payment in a timely manner.

Unless specified prior to delivery of service, payment is expected 15 days from the time training is delivered or an invoice is received.

Respectfully submitted;



Bruce Chapman
President
BC:jbs



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: June 14, 2019
SUBJECT: **Acknowledge Receipt of Administrative Regulation 1330.1 Community Rental of School District Facilities (Second Reading, Intent to Adopt)**

BACKGROUND: Based on years of interactions with multiple outside users procedures have been added in response to issues as they have been identified, Tracy Unified School District has developed a comprehensive administrative regulation governing rental of school facilities. Because the document has slowly grown in response to specific issues, the document became contained duplications and inconsistencies and was disorganized. In response to those duplications and inconsistencies, major revisions were made to the administrative regulation under the guidance from the district's attorney. Those revisions were approved at the beginning of the 2018-19 school year.

RATIONALE: The need for additional revisions were identified during the course of the 2018-19 school year. Recommended deletions are stricken through. Recommended additions are printed in red. The revisions also include a recommended 5% increase in personnel related fees to reflect a negotiated two-year increase in employee costs.

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

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Brandy Campbell, Director of Food Services
DATE: May 22, 2019
SUBJECT: **Adopt Revised Board Policy (BP) and Administrative Regulation (AR) 5030 Student Wellness (Second Reading, Intent to Adopt)**

BACKGROUND: The Healthy Hunger Free Kids Act of 2010 requires that school districts participating in the National School Lunch Program adopt a Local School Wellness Policy (LSWP) that is assessed and updated at least every three years. Tracy Unified School District revised and adopted the current wellness policy in June 2017. To ensure compliance with the requirement, the LSWP is part of the School Nutrition Program (SNP) Administrative Review conducted by the California Department of Education.

RATIONALE: During the SNP review, the auditor noted required changes in order to comply with federal regulations. The revised BP, AR, and Wellness Goals reflect the necessary changes.

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

RECOMMENDATION: Adopt Revised Board Policy and Administrative Regulation 5030 Student Wellness (Second Reading, Intent to Adopt).

Prepared by: Brandy Campbell, Director of Food Services.

Student Wellness

The Governing Board recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for district students. The Superintendent or designee shall coordinate and align district efforts to support student wellness through health education, physical education and activity, health services, nutrition services, psychological and counseling services, and a safe and healthy school environment. In addition, the Superintendent or designee shall develop strategies for promoting staff wellness and for involving parents/guardians and the community in reinforcing students' understanding and appreciation of the importance of a healthy lifestyle.

TUSD Wellness Committee

The Superintendent or designee shall encourage parents/guardians, students, food service employees, physical education teachers, school health professionals, Board members, school administrators, and members of the public to participate in the development, implementation, and periodic review and update of the district's student wellness policy. (42 USC 1758b; 7 CFR 210.30)

To fulfill this requirement, the Superintendent or designee may appoint members of the TUSD Wellness Committee and a Wellness Committee Coordinator. The Committee may include representatives of the groups listed above, as well as health educators, curriculum directors, counselors, before- and after-school program staff, health practitioners, and/or others interested in school health issues.

The Superintendent or designee may make available to the public and school community a list of the names, position titles, and contact information of the Wellness Committee members.

The Wellness Committee shall advise the district on health-related issues, activities, policies, and programs. At the discretion of the Superintendent or designee, the duties of the Committee may also include the planning, implementation, and evaluation of activities to promote health within the school or community.

Goals for Nutrition, Physical Activity, and Other Wellness Activities

The Board shall adopt specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. In developing such goals, the Board shall review and consider evidence-based strategies and techniques. (42 USC 1758b; 7 CFR 210.30)

The district's nutrition education and physical education programs shall be based on research, shall be consistent with the expectations established in the state's curriculum frameworks and content standards, and shall be designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

The nutrition education program shall include, but is not limited to, information about the benefits of healthy eating for learning, disease prevention, weight management, and oral health. Nutrition education shall be provided as part of the health education program and, as appropriate, shall be integrated into other academic subjects in the regular educational program, before- and

after-school programs, summer learning programs, and school garden programs.

All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education and recess and may also be provided through school athletic programs, extracurricular programs, before- and after-school programs, summer learning programs, programs encouraging students to walk or bicycle to and from school, in-class physical activity breaks, and other structured and unstructured activities.

The Board may enter into a joint use agreement or memorandum of understanding to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity.

Professional development may be regularly offered to the nutrition program director, managers, and staff, as well as health education teachers, physical education teachers, coaches, activity supervisors, and other staff as appropriate to enhance their knowledge and skills related to student health and wellness.

In order to ensure that students have access to comprehensive health services, the district may provide access to health services at or near district schools and/or may provide referrals to community resources.

The Board recognizes that a safe, positive school environment is also conducive to students' physical and mental health and thus prohibits bullying and harassment of all students, including bullying on the basis of weight or health condition.

The Superintendent or designee shall encourage staff to serve as positive role models for healthy eating and physical fitness. The Superintendent or designee may also promote work-site wellness programs and may provide opportunities for regular physical activity among employees.

Nutrition Guidelines for All Foods Available at School

For all foods and beverages available on each campus during the school day, the district shall adopt nutrition guidelines which are consistent with 42 USC 1758, 1766, 1773, and 1779 and federal regulations and which support the objectives of promoting student health and reducing childhood obesity. (42 USC 1758b)

In order to maximize the district's ability to provide nutritious meals and snacks, all district schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs and after-school snack programs, to the extent possible. When approved by the California Department of Education, the district may sponsor a summer meal program.

The Superintendent or designee shall provide access to free, potable water in the food service area during meal times in accordance with Education Code 38086 and 42 USC 1758, and shall encourage students' consumption of water by educating them about the health benefits of water and by serving water in an appealing manner.

The Board believes that all foods and beverages sold to students at district schools, including those available outside the district's reimbursable food services program, should support the health curriculum and promote optimal health. Nutrition standards adopted by the district for foods and beverages provided through student stores, ~~except those developed specifically as academic or curricular programs and not considered a student organization~~, vending machines, or other venues shall meet or exceed state and federal nutrition standards.

The Superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes.

The Superintendent or designee shall also encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

School staff shall encourage parents/guardians or other volunteers to support the district's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations shall be held after the lunch period when possible. Homemade foods are not to be sold or provided to TUSD students at TUSD schools or school sponsored activities.

To reinforce the district's nutrition education program, the Board prohibits the marketing and advertising of foods and beverages that do not meet nutrition standards for the sale of foods and beverages on campus during the school day. (7 CFR 210.30)

Program Implementation and Evaluation

The Superintendent designates the individual(s) identified below as the individual(s) responsible for ensuring that each school site complies with the district's wellness policy. (42 USC 1758b; 7 CFR 210.30)

The Associate Superintendent of Educational Services is designated by the Superintendent as the staff member responsible to establish a plan for measuring the implementation of the procedures listed below (42 USC 1758b; 7 CFR 210.30)

The Superintendent or designee shall assess the implementation and effectiveness of this policy at least once every three years. (42 USC 1758b; 7 CFR 210.30)

The assessment shall include the extent to which district schools are in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy. (42 USC 1758b)

The Superintendent or designee shall invite feedback on district and school wellness activities from food service personnel, school administrators, the wellness council, parents/guardians, students, teachers, before- and after-school program staff, and/or other appropriate persons.

The Board and the Superintendent or designee shall establish indicators that will be used to measure the implementation and effectiveness of the district activities related to student

wellness. Such indicators may include, but are not limited to:

1. Descriptions of the district's nutrition education, physical education, and health education curricula and the extent to which they align with state academic content standards and legal requirements
2. An analysis of the nutritional content of school meals and snacks served in all district programs, based on a sample of menus and production records
3. Student participation rates in all school meal and/or snack programs, including the number of students enrolled in the free and reduced-price meals program compared to the number of students eligible for that program
4. Extent to which foods and beverages sold on campus outside the food services program, such as through vending machines, student stores, or fundraisers, comply with nutrition standards
5. Extent to which other foods and beverages that are available on campus during the school day, such as foods and beverages for classroom parties, school celebrations, and rewards/incentives, comply with nutrition standards
6. Results of the state's physical fitness test at applicable grade levels
7. Number of minutes of physical education offered at each grade span, and the estimated percentage of class time spent in moderate to vigorous physical activity
8. A description of district efforts to provide additional opportunities for physical activity outside of the physical education program
9. A description of other districtwide or school-based wellness activities offered, including the number of sites and/or students participating, as appropriate

As feasible, the assessment report may include a comparison of results across multiple years, a comparison of district data with county, statewide, or national data, and/or a comparison of wellness data with other student outcomes such as academic indicators or student discipline rates.

In addition, the Superintendent or designee shall prepare and maintain the proper documentation and records needed for the administrative review of the district's wellness policy conducted by the California Department of Education (CDE) every three years.

The assessment results of both the district and state evaluations shall be submitted to the Board for the purposes of evaluating policy and practice, recognizing accomplishments, and making policy adjustments as needed to focus district resources and efforts on actions that are most likely to make a positive impact on student health and achievement.

Notifications

The Superintendent or designee shall inform the public about the content and implementation of the district's wellness policy and shall make the policy, and any updates to the policy, available

the public on an annual basis. He/she shall also inform the public of the district's progress towards meeting the goals of the wellness policy, including the availability of the triennial district assessment. (Education Code 49432; 42 USC 1758b; 7 CFR 210.30)

Each school may post a summary of nutrition and physical activity laws and regulations prepared by the CDE.

Records

The Superintendent or designee shall retain records that document compliance with 7 CFR 210.30, including, but not limited to, the written student wellness policy, documentation of the triennial assessment of the wellness policy for each school site, and documentation demonstrating compliance with the community involvement requirements, including requirements to make the policy and assessment results available to the public. (7 CFR 210.30)

Legal Reference:**EDUCATION CODE**

33350-33354 CDE responsibilities re: physical education
38086 Free fresh drinking water
49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001
49490-49494 School breakfast and lunch programs
49500-49505 School meals
49510-49520 Nutrition
49530-49536 Child Nutrition Act
49540-49546 Child care food program
49547-49548.3 Comprehensive nutrition services
49550-49562 Meals for needy students
49565-49565.8 California Fresh Start pilot program
49570 National School Lunch Act
51210 Course of study, grades 1-6
51210.1-51210.2 Physical education, grades 1-6
51210.4 Nutrition education
51220 Course of study, grades 7-12
51222 Physical education
51223 Physical education, elementary schools
51795-51798 School instructional gardens
51880-51921 Comprehensive health education
CODE OF REGULATIONS, TITLE 5
15500-15501 Food sales by student organizations
15510 Mandatory meals for needy students
15530-15535 Nutrition education
15550-15565 School lunch and breakfast programs
UNITED STATES CODE, TITLE 42
1751-1769j National School Lunch Program, especially:
1758b Local wellness policy
1771-1793 Child Nutrition Act, especially:
1773 School Breakfast Program
1779 Rules and regulations, Child Nutrition Act

CODE OF FEDERAL REGULATIONS, TITLE 7
210.1-210.33 National School Lunch Program, especially:
210.30 Wellness policy
220.1-220.22 National School Breakfast Program

COURT DECISIONS

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

Management Resources:**CSBA PUBLICATIONS**

Integrating Physical Activity into the School Day, Governance Brief, April 2016
Increasing Access to Drinking Water in Schools, Policy Brief, April 2013
Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, rev. 2012
Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. April 2012
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2012
Physical Activity and Physical Education in California Schools, Research Brief, April 2010
Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009
Safe Routes to School: Program and Policy Strategies for School Districts, Policy Brief, 2009
Physical Education and California Schools, Policy Brief, rev. October 2007
School-Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Physical Education Framework for California Public Schools, Kindergarten Through Grade Twelve, 2009

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

CALIFORNIA PROJECT LEAN PUBLICATIONS

Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006

CENTER FOR COLLABORATIVE SOLUTIONS

Changing Lives, Saving Lives: A Step-by-Step Guide to Developing Exemplary Practices in Healthy Eating, Physical Activity and Food Security in Afterschool Programs, January 2015

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide, rev. 2012

FEDERAL REGISTER

Rules and Regulations, July 29, 2016, Vol. 81, Number 146, pages 50151-50170

NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION PUBLICATIONS

Fit, Healthy and Ready to Learn, rev. 2012

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Dietary Guidelines for Americans, 2016

WEB SITES

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

Action for Healthy Kids: <http://www.actionforhealthykids.org>

Alliance for a Healthier Generation: <http://www.healthiergeneration.org>

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California Department of Public Health: <http://www.cdph.ca.gov>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):
<http://www.californiaprojectlean.org>
 California School Nutrition Association: <http://www.calsna.org>
 Center for Collaborative Solutions: <http://www.ccscenter.org>
 Centers for Disease Control and Prevention: <http://www.cdc.gov>
 Dairy Council of California: <http://www.dairycouncilofca.org>
 National Alliance for Nutrition and Activity: <http://www.cspinet.org/nutritionpolicy/nana.html>
 National Association of State Boards of Education: <http://www.nasbe.org>
 School Nutrition Association: <http://www.schoolnutrition.org>
 Society for Nutrition Education: <http://www.sne.org>
 U.S. Department of Agriculture, Food Nutrition Service, wellness policy:
<http://www.fns.usda.gov/tn/Healthy/wellnesspolicy.html>
 U.S. Department of Agriculture, Healthy Meals Resource System:
<http://healthymeals.fns.usda.gov>

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

**(1) mail: U.S. Department of Agriculture
 Office of the Assistant Secretary for Civil Rights
 1400 Independence Avenue, SW
 Washington, D.C. 20259-940;**

(2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider

Adopted: 06.27.17

Student Wellness

A. PURPOSE AND SCOPE

The Governing Board recognizes the relationship between student's nutrition and health, and their attendance and ability to learn, and desires to promote healthy schools by supporting wellness, good nutrition and regular physical activity.

B. GENERAL

In November 2005, the Child Nutrition Re-Authorization Bill was passed and put into Public Law 108-265 requiring school districts to adopt a wellness policy to combat the rising trends of childhood obesity, diabetes and heart disease. Schools contribute to the wellness of children by facilitating learning through the support and promotion of health education, good nutrition, and physical activity. The Wellness policy reaches beyond the meal program and promotes a holistic approach to the well-being of our students and promotes lifelong wellness.

The Assistant Superintendent for Educational Services is designated by the Superintendent as the staff member responsible to establish a plan for measuring the implementation of the procedures listed below.

C. FORMS USED AND ADDITIONAL REFERENCES

1. Federal, State and Local legal requirements for health education, physical education and the National School Lunch and Breakfast Program
2. District Physical fitness test results
3. Healthy Kids Survey
4. Federal, State, and Local reports regarding student health

D. PROCEDURE

Inasmuch as the Board promotes long-term goals for maintaining and promoting the health and wellness of its schools, students, staff, and the community, the Assistant Superintendent for Educational Services or her designee shall:

1. Form a School Health/Nutrition Committee which will create, strengthen, develop, implement, monitor, review, and revise school nutrition and physical activity policies. The committee will also serve as a resource to other committees and school sites for implementing related policies.
2. Develop nutritional quality standards of foods and beverages sold and served on campuses.
3. Establish guidelines to promote physical activity and appropriate nutrition
4. Ensure that guidelines for reimbursable school meals shall not be less restrictive than regulations and guidance issued by the Secretary of Agriculture.
5. Ensure daily physical activity and physical education opportunities are provided in accordance with state guidelines.
6. Develop a plan for measuring implementation of the school wellness policy.
7. Ensure sales of food comply with the Education Code, the California Code of Regulations and Code of Federal Regulations. (See addendum.)

Additional Resources

Local School Wellness Policy

TUSD Adopted Revision: 6/9/2015

Student Wellness

Guidance for the Development of California School Wellness Policies (PDF; Outside Source)

California Education Code

Management Bulletin 06-110

Note: this document supersedes Attachment I in MB 06-110

California Code of Regulations

Management Bulletin NSD-SNP-08-2008

Code of Federal Regulations

List of Foods of Minimal Nutritional Value (Outside Source)

www.ProjectLEAN.org For competitive foods calculator and ideas on healthy fund raiser activities that do not involve food.

E. REPORTS REQUIRED

None

F. RECORD RETENTION

None

G. RESPONSIBLE ADMINISTRATIVE UNIT

Educational Services

H. APPROVED BY

Assistant Superintendent for Business Services

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made

Student Wellness

available in languages other than English.

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at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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This institution is an equal opportunity provider

Student Wellness

ADDENDUM

GUIDELINES TO ENSURE SALES OF FOOD COMPLY WITH
THE CALIFORNIA EDUCATION CODE, THE CALIFORNIA CODE OF REGULATIONS,
AND THE CODE OF FEDERAL RECULATIONS

Student Wellness

A. California Summary of Competitive Foods and Beverages

Any food or beverage sold to students outside of a federally reimbursable meal program is considered to compete with those meals, and is referred to as a competitive food or beverage.

There are specific state and federal rules that govern competitive foods and beverages. Please note that not all competitive food scenarios are covered by law or regulations. The following is a summary of the federal and state laws and regulations governing competitive food and beverage sales in California.

B. Monitoring and Enforcement

References: Education Code sections 49431(c), 49431.2(d), and 49434

The California Legislature encourages the governing board of a school district to annually review its compliance with the food and beverage rules.

The California Department of Education monitors School Food Authorities for compliance with the food and beverage rules through its Coordinated Review Effort (CRE). The district shall adopt a corrective action plan agreed upon and signed by the district administration, including the district superintendent.

C. Local School Wellness Policy Posting

Reference: Education Code Section 49432

As of January 1, 2004, school districts shall post the school district's nutrition and physical activity policies, in public view within all school cafeterias or other central eating areas.

D. Elementary School - Food Restrictions

References: Education Code sections 49430, 49431, 49431.7, California Code of Regulations sections 15575, 15577, 15578

ELEMENTARY SCHOOL-FOOD RESTRICTIONS

References: *Education Code* sections 49430, 49431, 49431.7; *California Code of Regulations* sections 15575, 15577, 15578; *Code of Federal Regulations* sections 210.11, 220.12

An **elementary school** contains no grade higher than grade 6.
Effective from midnight to one-half hour after the end of the official school day.
Applies to ALL foods sold to students by any entity.
Sold means the exchange of food for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

Compliant foods

Must meet one of the following general food standards:

- Be a fruit, vegetable, dairy, protein, or whole grain item* (or have one of these as the first ingredient), or
- Be a combination food containing at least ¼ cup fruit or vegetable.

AND must meet the following nutrition standards:

- ≤ 35% calories from fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo, fruit, non-fried vegetables, seafood), **and**
- < 10% calories from saturated fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo), **and**
- ≤ 35% sugar by weight (except fruit**, non-fried vegetables, dried fruit and nut/seed combo), **and**
- < 0.5 grams trans fat per serving (no exceptions), **and**
- ≤ 200 milligrams sodium per item/container (no exceptions), **and**
- ≤ 200 calories per item/container (no exceptions)

Paired foods:

- If exempt food(s) are combined with nonexempt food(s) or added fat/sugar they must meet ALL nutrition standards above.
- If two foods exempt from one or more of the nutrition standards are paired together and sold as a single item, the item must meet for trans fat, sodium, and calories.

* A whole grain item contains:

- The statement "Diets rich in whole grain foods... and low in total fat... may help reduce the risk of heart disease..." or
- A whole grain as the first ingredient, or
- A combination of whole grain ingredients comprising at least 51% of the total grain weight (manufacturer must verify), or
- At least 51% whole grain by weight.

** Dried blueberries cranberries, cherries, tropical fruit, chopped dates, or chopped figs that contain added sugar are exempt from fat and sugar standards. Canned fruit in 100% juice only.

CHECK YOUR DISTRICT'S WELLNESS POLICY FOR STRICTER RULES.

Groups or individuals selling foods/beverages to students must keep their own records as proof of compliance.

ELEMENTARY SCHOOL-BEVERAGE RESTRICTIONS

References: *Education Code* Section 49431.5, *California Code of Regulations* Section 15576, *Code of Federal Regulations* sections 210.10, 210.11, 220.8, 220.12

An **elementary school** contains no grade higher than grade 6
Effective from midnight to one-half hour after the end of the official school day.
Applies to ALL beverages sold to students by any entity.
Sold means the exchange of beverages for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus

A compliant beverage must be marketed or labeled as a fruit and/or vegetable juice, milk, non-dairy milk, or water AND meet all criteria under that specific category.

Compliant beverages:

1. Fruit or Vegetable juice:
 - a. ≥ 50% juice and
 - b. No added sweeteners
 - c. ≤ 8 fl. oz. serving size
2. Milk:
 - a. Cow's or goat's milk, and
 - b. 1% (unflavored), nonfat (flavored, unflavored), and
 - c. Contains Vitamins A & D, and
 - d. ≥ 25% of the calcium Daily Value per 8 fl. oz., and
 - e. ≤ 28 grams of total sugar per 8 fl. oz.
 - f. ≤ 8 fl. oz. serving size
3. Non-dairy milk:
 - a. Nutritionally equivalent to milk (see 7 *CFR* 210.10(d)(3), 220.8(i)(3)) must contain per 8 fl. oz.:
 - ≥ 276 mg calcium
 - ≥ 8 g protein
 - ≥ 500 IU Vit A
 - ≥ 100 IU Vit D
 - ≥ 24 mg magnesium
 - ≥ 222 mg phosphorus
 - ≥ 349 mg potassium
 - ≥ 0.44 mg riboflavin
 - ≥ 1.1 mcg Vit B12, and
 - b. ≤ 28 grams of total sugar per 8 fl. oz., and
 - c. ≤ 5 grams fat per 8 fl. oz.
 - d. ≤ 8 fl. oz. serving size
4. Water:
 - a. No added sweeteners
 - b. No serving size

All beverages must be caffeine-free (trace amounts are allowable).

ELEMENTARY SCHOOL-STUDENT ORGANIZATIONS

Reference: *California Code of Regulations* Section 15500

Student organization is defined as a group of students that are NOT associated with the curricula or academics of the school or district.
Effective from midnight to one-half hour after the end of the official school day.

Student organization sales must comply with all food and beverage standards AND all of the following:

1. Only one food or beverage item per sale.
2. The food or beverage item must be **pre-approved** by the governing board of the school district.
3. The sale must occur **after** the last lunch period has ended.
4. The food or beverage item **cannot be prepared on campus.**
5. Each school is allowed four sales per year.
6. The food or beverage item cannot be the same item sold in the food service program at that school during the same school day.

MIDDLE/HIGH SCHOOL-FOOD RESTRICTIONS

References: *Education Code* sections 49430, 49431.2, 49431.7, *California Code of Regulations* sections 15575, 15577, 15578, *Code of Federal Regulations* sections 210.11, 220.12

A **middle/junior high** contains grades 7 or 8, 7 to 9, 7 to 10.

A **high school** contains any of grades 10 to 12.

Effective from midnight to one-half hour after the end of the official school day.

Applies to ALL foods sold to students by any entity.

Sold means the exchange of food for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

"Snack" foods must meet one of the following general food standards:

- Be a fruit, vegetable, dairy, protein, or whole grain item* (or have one of these as the first ingredient), or
- Be a combination food containing at least ¼ cup fruit or vegetable.

AND must meet the following nutrition standards:

- ≤ 35% calories from fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo, fruit, non-fried vegetables, seafood), **and**
- < 10% calories from saturated fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo), **and**
- ≤ 35% sugar by weight (except fruit**, non-fried vegetables, dried fruit and nut/seed combo), **and**
- < 0.5 grams trans fat per serving (no exceptions), **and**
- ≤ 200 milligrams sodium per item/container (no exceptions), **and**
- ≤ 200 calories per item/container (no exceptions)

Paired foods:

- If exempt food(s) are combined with nonexempt food(s) or added fat/sugar they must meet ALL nutrition standards above.
- If two foods exempt from one or more of the nutrition standards are paired together and sold as a single item, the item must meet for trans fat, sodium, and calories.

"Entrée" foods must be intended as the main dish and be a:

- Meat/meat alternate and whole grain rich food, or
- Meat/meat alternate and fruit or non-fried vegetable, or
- Meat/meat alternate alone (cannot be yogurt, cheese, nuts, seeds, or meat snacks = these are considered a "snack" food).

AND

A competitive entrée sold by District/School Food Service the day of or the day after it appears on the reimbursable meal program menu must be:

- ≤ 400 calories, **and**
- ≤ 35% calories from fat
- < 0.5 grams trans fat per serving

A competitive entrée sold by Food Service if NOT on the menu the day of or day after or any other entity (PTA, student organization, etc.) must meet one of the following general food standards:

- Be a fruit, vegetable, dairy, protein, or whole grain item (or have one of these as the first ingredient), or
- Be a combination food containing at least ¼ cup fruit or vegetable

AND meet the following nutrition standards:

- ≤ 35% calories from fat, **and**
- < 10% calories from saturated fat, **and**
- ≤ 35% sugar by weight, **and**
- < 0.5 grams trans fat per serving, **and**
- ≤ 480 milligrams sodium, **and**
- ≤ 350 calories

* A whole grain item contains:

- The statement "Diets rich in whole grain foods... and low in total fat... may help reduce the risk of heart disease..." **or**
- A whole grain as the first ingredient, or
- A combination of whole grain ingredients comprising at least 51% of the total grain weight (manufacturer must verify), **or**
- At least 51% whole grain by weight.

** Dried blueberries, cranberries, cherries, tropical fruit, chopped dates, or chopped figs that contain added sugar are exempt from fat and sugar standards. Canned fruit in 100% juice only.

CHECK YOUR DISTRICT'S WELLNESS POLICY FOR STRICTER RULES.

Groups or individuals selling foods/beverages to students must keep their own records as proof of compliance.

MIDDLE/HIGH SCHOOL-BEVERAGE RESTRICTIONS

References: *Education Code* Section 49431.5, *California Code of Regulations* Section 15576, *Code of Federal Regulations* sections 210.10, 210.11, 220.8, 220.12

A **middle/junior high** contains grades 7 or 8, 7 to 9, 7 to 10.

A **high school** contains any of grades 10 to 12.

Effective from midnight to one-half hour after the end of the official school day.

Applies to ALL beverages sold to students by any entity.

Sold means the exchange of beverages for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

A compliant beverage must be marketed or labeled as a fruit and/or vegetable juice, milk, non-dairy milk, water, electrolyte replacement beverage/sports drink, or flavored water AND meet all criteria under that specific category.

Compliant beverages:

1. Fruit or Vegetable juice:
 - a. ≥ 50% juice **and**
 - b. No added sweeteners
 - c. ≤ 12 fl. oz. serving size
2. Milk:
 - a. Cow's or goat's milk, **and**
 - b. 1% (unflavored), nonfat (flavored, unflavored), **and**
 - c. Contains Vitamins A & D, **and**
 - d. ≥ 25% of the calcium Daily Value per 8 fl. oz., **and**
 - e. ≤ 28 grams of total sugar per 8 fl. oz.
 - f. ≤ 12 fl. oz. serving size
3. Non-dairy milk:
 - a. Nutritionally equivalent to milk (see 7 CFR 210.10(d)(3), 220.8(i)(3)), **and**
 - b. ≤ 28 grams of total sugar per 8 fl. oz., **and**
 - c. ≤ 5 grams fat per 8 fl. oz.
 - d. ≤ 12 fl. oz. serving size
4. Water:
 - a. No added sweeteners
 - b. No serving size limit
5. Electrolyte Replacement Beverages (HIGH SCHOOLS ONLY)
 - a. Must be either ≤ 5 calories/8 fl. oz. (no calorie) OR ≤ 40 calories/8 fl. oz. (low calorie)
 - b. Water as first ingredient
 - c. ≤ 16.8 grams added sweetener/8 fl. oz.
 - d. 10-150 mg sodium/8 fl. oz.
 - e. 10-90 mg potassium/8 fl. oz.
 - f. No added caffeine
 - g. ≤ 20 fl. oz. serving size (no calorie) OR ≤ 12 fl. oz. serving size (low calorie)
6. Flavored Water (HIGH SCHOOLS ONLY)
 - a. Must be either ≤ 5 calories/8 fl. oz. (no calorie) OR ≤ 40 calories/8 fl. oz. (low calorie)
 - b. No added sweetener
 - c. No added caffeine
 - d. ≤ 20 fl. oz. serving size (no calorie) OR ≤ 12 fl. oz. serving size (low calorie)

All beverages must be caffeine-free (trace amounts are allowable).

MIDDLE/HIGH SCHOOL-STUDENT ORGANIZATIONS

Reference: *California Code of Regulations* Section 15501

Student organization is defined as a group of students that are NOT associated with the curricula or academics of the school or district.

Effective from midnight to one-half hour after the end of the official school day.

Student organization sales must comply with all food and beverage standards **AND** all of the following:

1. Up to **three** categories of foods or beverages may be sold each day (e.g., chips, sandwiches, juices, etc.).
2. Food or beverage item(s) must be **pre-approved** by the governing board of the school district.
3. Only **one** student organization is allowed to sell each day.
4. Food(s) or beverage(s) **cannot** be prepared on campus.
5. The food or beverage categories sold **cannot** be the same as the categories sold in the food service program at that school during the same school day.
6. In addition to one student organization sale each day, any and all student organizations may sell on the same four designated days per year. School administration may set these dates.

Tracy Unified School District Student Wellness Goals for 2019-2020

The purpose of this document is to fulfill the obligation imposed by 42 USC 1758b, 7 CFR 210.30, as added by 81 Federal Regulations 50150, and Tracy Unified School Board Policy 5030, Student Wellness, which require that each school district adopt specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. The Tracy Unified School District Student Wellness Goals for the 2019-2020 school year shall include:

Nutrition Education and Promotion

The District's nutrition education programs shall be based on research, consistent with the expectations established in the State's curriculum frameworks and content standards, and designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

The Board encourages nutrition education as part of the health education program and, as appropriate, shall be integrated into other academic subjects in the regular educational program. Nutrition education may also be offered through before- and after- school programs.

The District will promote healthy food and beverage choices for all students throughout school campuses, as well as encourage participation in school meal programs. The District aims to teach, model, encourage, and support healthy eating by providing nutrition education and engaging in nutrition promotion will aim to:

- Provide students with the knowledge and skills necessary to promote and protect their health;**
- Integrate nutrition education into other classroom instruction through subjects such as math, science, language arts, social sciences, and elective subjects;**
- Includes enjoyable, developmentally-appropriate, culturally-relevant, and participatory activities, such as cooking demonstrations or lessons, promotions, taste-testing, farm visits, and school gardens;**
- Promote fruits, vegetables, whole-grain products, low-fat and fat-free dairy products, and healthy food preparation methods;**
- Emphasize caloric balance between food intake and energy expenditure (promotes physical activity/exercise);**
- Link with school meal programs, cafeteria nutrition promotion activities, school gardens, farm to school programs, other school foods, and nutrition-related community services;**

Essential Healthy Eating Topics in Health Education

- The relationship between healthy eating and personal health and disease prevention
- Food guidance from MyPlate
- Reading and using USDA's food labels
- Eating a variety of foods every day
- Balancing food intake and physical activity
- Eating more fruits, vegetables, and whole grain products
- Choosing foods that are low in fat, saturated fat, and cholesterol and do not contain *trans* fat
- Choosing foods and beverages with little added sugars
- Eating more calcium-rich foods
- Preparing healthy meals and snacks
- Risks of unhealthy weight control practices
- Accepting body size differences
- Food safety
- Importance of water consumption
- Importance of eating breakfast
- Making healthy choices when eating at restaurants
- Eating disorders
- The Dietary Guidelines for Americans
- Reducing sodium intake
- Social influences on healthy eating, including media, family, peers, and culture
- How to find valid information or services related to nutrition and dietary behavior
- How to develop a plan and track progress toward achieving a personal goal to eat healthfully
- Resisting peer pressure related to unhealthy dietary behavior
- Influencing, supporting, or advocating for others' dietary behavior

Physical Activity Goals, Opportunities and Physical Education

The Board shall adopt standards and goals for physical education and physical activities in a manner that the District determines appropriate. The District's standards and goals for physical education and physical activities shall be based on current research, consistent with the expectations established in the state's curriculum frameworks, in compliance with state and federal laws and regulations and designed to build the skills, physical fitness and knowledge that all students need to maintain health and performance in daily life tasks, leisure activities and effective production at the present or future work place.

Physical Activity Opportunities Before and After School

All elementary, middle and high schools may offer extracurricular physical activity programs such as walking clubs or intermural programs. All high schools will offer

interscholastic sports programs. Schools will offer a range of activities that meet the needs, interests, and abilities of the students, including males and females, students with disabilities, and students with special health-care needs.

Physical Activity and Punishment

Teachers and other school and community personnel will not use physical activity (e.g., running laps, pushups) or withhold opportunities for physical activity (e.g., recess, physical education) as punishment.

Use of School Facilities Outside of School Hours

The Board of Education may enter into a joint use agreement to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity. School policies concerning safety will apply at all times.

Competitive Foods and Beverages

For all foods made available, outside the school nutrition programs, on each campus during the school day, the district shall adopt nutritional guidelines which are consistent with state and federal nutritional standards for competitive foods and beverages (see addendum) and support the objectives of promoting student health and reducing childhood obesity. K-8 schools will follow the elementary food and beverage restrictions.

The Board of Education believes that foods and beverages available to students at district schools should support the health curriculum and promote optimal health. Nutritional standards adopted by the district for all food and beverages sold to students, including foods and beverages provided through the district's food service program, student stores, vending machines, food carts, fundraisers or other venues, shall meet or exceed state and federal nutritional standards.

Rewards

If food is used as a reward, school staff will consider using healthy options aligned to the wellness policy. No homemade foods are permitted to be sold or provided to TUSD students.

Celebrations

If food is used as part of a celebration, school staff will consider using healthy options aligned to the wellness policy. No homemade foods are permitted to be sold or provided to TUSD students.

Fundraising Activities

In order to support children’s health and school nutrition–education efforts, the Associate Superintendent for Business Services or designee shall encourage all organizations/groups to conduct fundraising activities that will not involve food or will use only foods or beverages that meet the Smart Snacks in School nutrition federal and state standards. Fundraising events will be scheduled so as not to negatively impact participation in school nutrition programs.

In order to determine adherence to competitive food regulations (Smart Snack rules) the school store and/or school organizations holding a fundraiser will submit the following items to the Associate Superintendent of Business and the Food Service Department:

- **List of items or a list already pre-approved by the Board/or otherwise**
- **Nutrition label for any product to be sold**
- **Completed calculation template indicating product is compliant. No nutrition labels will be considered without the accompanying completed calculation template indicating compliance.**
- **Board agenda item including rationale for how this competitive sale will help the school achieve the goals expressed in their site plan.**
- **The board agenda item will indicate the date and time on which the sale will occur.**

No sales may occur prior to board approval.

The district will conduct, at a minimum, three surprise inspections of any student store found to be in violation of Smart Snack rules during which the Principal, the Associate Superintendent, and the Director of Food Services will evaluate whether items being sold are compliant with the Smart Snack rules. Subsequent to the physical walk-through, the inspection team will again review nutritional information for each item on sale during the inspection.

School Meals

Meals sold through the National School Lunch and Breakfast Programs will be healthy, containing plenty of fruits, vegetables, whole grains, and fat-free and low-fat milk; moderate sodium, low saturated fat, and zero grams *trans*-fat per serving; and meet the nutrition needs of school children within the calorie requirements. The school meal programs aim to improve the diet and health of school children, help mitigate childhood obesity, combat food insecurity, and model healthy eating to support the development of lifelong eating patterns. Food service and cafeteria practices will comply with the Food Service Department’s policy and procedure protocol for special dietary needs and the Tracy Unified Food Service Department’s Civil Rights Procedures.

All schools within the District participate in USDA child nutrition programs. The District offers meals through the National School Lunch Program (NSLP), the School Breakfast Program (SBP), After School Meals Program and Summer Seamless Feeding Option (SSFO). The District also operates a Breakfast in the Classroom program. All schools

within the District are committed to offering school meals through the NSLP and SBP programs, and other applicable Federal Child Nutrition Programs that:

- Are accessible to students;
- Are appealing and attractive to children;
- Are served in clean and pleasant settings;
- Meet or exceed current nutrition requirements established by local, state, and federal statutes and regulations. (The District offers reimbursable meals that meet the USDA nutrition standards.)
- Promote healthy food and beverage choices using the following Smarter Lunchroom techniques:
 - a. In addition to a colorful salad bar, whole fruit options are displayed in attractive baskets
 - b. Daily fruit options are displayed in a location in the line of sight and reach of students
 - c. Vegetable options have been given creative or descriptive names
 - d. All staff members, especially those serving, have been trained to politely prompt students to select and consume the daily vegetable options with their meal
 - e. Alternative entrée options are showcased on posters within all service and dining areas
 - f. Service area will be expanded to ensure a reimbursable meal can be created in any service area available to students.
 - g. Student surveys and food sampling opportunities are used to inform menu development

In addition:

- Menus will be posted on the District website and will include nutrient content.
- Freshly prepared school meals made from California-grown food will be included on school menus whenever possible.
- Local procurement will be favored whenever possible to ensure fresher and more nutritious meals and support our local communities.
- A variety of menu items will be offered in the interests of appealing to a diverse student population.
- Menus will provide vegetarian options and increasing plant based entrees.
- A minimum of two health inspections will be conducted annually at each school site where food is served or prepared.

Meal Times and Scheduling

Schools, to the extent possible:

- will provide students with at least 10 minutes to eat after sitting down for breakfast and 20 minutes after sitting down for lunch;
- should schedule meal periods at appropriate times and within federal guidelines;
- should not schedule tutoring, club, or organizational meetings or activities during mealtimes, unless students may eat during such activities;
- will provide students access to hand washing before they eat meals or snacks; and
- should take reasonable steps to accommodate the tooth-brushing regimens of students with special oral health needs (e.g., orthodontia or tooth decay risk).

Food Service Staff Training

Food Service Department personnel will receive annual training to meet or exceed continuing education/training requirements. The ServSafe Certification Exam will be provided to all Food Service personnel. Professional development opportunities pertaining to food service and nutrition will include but not be limited to:

- In house courses and workshops,
- Guest speakers
- Outside professional development courses and workshops;
- California School Nutrition Association trainings and break-out sessions,
- School Nutrition Association trainings and break-out sessions;
- California Department of Education, education sessions.
- Online training and webinars

Water

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the school day and throughout the school campus. The District will make drinking water available where school meals are served during mealtimes.

Sharing Foods and Beverages

Schools should discourage students from sharing their foods and beverages with one another during meal or snack times, given concerns about allergies, disease transmission and other restrictions on some children's diets. Any adult, or any child not enrolled in the school shall not eat from a child's plate that is considered a reimbursable meal.

Food and Beverage Marketing in Schools

The District is committed to providing a school environment that ensures opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. The District strives to teach students how to make informed choices about nutrition, health, and physical activity. These efforts will be weakened if students are subjected to advertising on District property that contains messages

inconsistent with health information the District is imparting through nutrition education and health promotion efforts. It is the intent of the District to protect and promote students' health by permitting advertising and marketing for only those foods and beverages that are permitted to be sold on school campus, consistent with the District's wellness policy.

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the federal and state nutrition standards.

Food advertising and marketing is defined as an oral, written, or graphic statements made for the purpose of promoting the sale of a food or beverage product made by the producer, manufacturer, seller, or any other entity with commercial interest in the product.

Communication with Parents:

The District Wellness Policy (DWP) will be posted at every school site cafeteria and school site office in public view. The DWP will also be available on the District website and School Food Service website.

MONITORING AND POLICY REVIEW

Monitoring

The Tracy Unified School District Wellness Committee will provide an annual progress report to include:

- The Web site address for the wellness policy.;
- A description of each school's progress in meeting wellness policy goals;
- A summary of each school's progress in meeting the wellness policy goals;
- A summary of each school's wellness events or activities;
- Contact information for the leaders of the wellness policy team; and
- Information on how individuals and the public can get involved.

Triennial Assessments

An assessment of the wellness policy will be conducted every 3 years. It will determine:

- Compliance with the wellness policy;
- Progress made in attaining the goals of the wellness policy

Baseline Assessment

To help with the initial development of the District's wellness policies, each school in the District will conduct a baseline assessment of the school's existing nutrition and physical activity environments and policies. The results of those school-by-school assessments will be compiled at the District level to identify and prioritize needs.

Recordkeeping

The District will retain records to document compliance with the requirements of the wellness policy in the Student Services Department. Documentation maintained at this location will include but will not be limited to:

- The written District Wellness Policy;
- Documentation demonstrating compliance with community involvement requirements, including (1) Efforts to actively solicit DWC membership from required stakeholder groups; and (2) These groups' participation in the development, implementation, and periodic review and update of the wellness policy;
- Documentation of annual policy progress reports for each school under its jurisdiction; and
- Documentation of the triennial assessment of the policy for each school under its jurisdiction;
- Documentation demonstrating compliance with public notification requirements, including (1) Methods by which the wellness policy, annual progress reports, and triennial assessments are made available to the public; and (2) Efforts to actively notify families about the availability of the District Wellness Policy.

Public Updates

The following items will be made available to the public:

- Wellness Policy;
- Information and updates to and about the District Wellness Policy, on an annual basis;
- Annual progress report;
- Triennial Assessment.

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and

employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW

Washington, D.C. 20259-940;

(2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: June 12, 2019
SUBJECT: **Adopt Resolution No. 18-24 Authorizing the Governing Board to Delegate Powers to the Associate Superintendent for Business Services**

BACKGROUND: The Board has approved resolutions each year since June 2006 designating the Associate Superintendent of Business Services to act on behalf of the governing Board to approve Notice of Completions, approve change orders, sign contracts, and accept and/or reject bids. Based on our need to act on projects in a timely manner, staff is requesting that the Associate Superintendent of Business Services be authorized to act on behalf of the governing Board on matters pertaining to the acceptance and/or rejection of bids for goods and services, the execution of contracts on behalf of the District, the execution of contract/agreements with consultants and contractors selected on a qualifications based criteria, and to approve Notice of Completions and Change Orders. This year the Facilities Department is expecting to award and/or amend or approve change orders on several contracts, primarily in order to start or continue work on summer projects; including although not limited to, deferred maintenance projects, work for bond measure projects such as the Central Elementary School and North Elementary School, as well as continue to work on other miscellaneous projects including work on the West High School Stadium Turf Replacement project, which includes ADA asphalt and concrete, Tracy High School Parking Lot and Adult School Carpeting. Two Board members will be contacted for approval on items over \$50,000.

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

FUNDING: Various funding sources including: Deferred Maintenance, State School Facility Building Program, Unrestricted Facilities General Fund, General Fund, Redevelopment, Local Bonds and Adult Education Program Fund.

RECOMMENDATIONS: Adopt Resolution No. 18-24 Authorizing the Governing Board to Delegate Powers to the Associate Superintendent of Business Services.

Prepared by: Jaime Quintana, Director of Facilities and Planning.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 18-24**

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

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

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

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

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

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

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

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

NOW, THEREFORE BE IT RESOLVED that the Associate Superintendent for Business Services be and is hereby appointed and authorized to act on behalf of the governing board as a delegate of the governing board and is directed to act on the on matters pertaining to the acceptance and or rejections of bids for goods and services, the execution of contracts on behalf of the District, and approval of Amendments, Notice of Completions and Change Orders;

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

APPROVED, PASSED AND ADOPTED this 25th day of June, 2019 by the Board of Trustees of the Tracy Unified School District, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: June 25, 2019
SUBJECT: Authorize Associate Superintendent for Business Services to Enter into an Agreement for Uniform/Linen Services

BACKGROUND: Tracy Unified School District purchases uniforms per the Collective Bargaining Agreement and provides services for cleaning of uniforms for the transportation mechanics, auto shop at Tracy High, and towel service for Tracy High Auto Shop, Transportation and Food Service Departments. A Request for Proposal (RFP) was advertised by the Purchasing Department to ensure compliance with the State and Federal purchasing guidelines. The deadline for the bid opening was May 31, 2019 at 2:00 pm at the District Education Center. The District received one bid from AmeriPride and it was declared responsive.

RATIONALE: Tracy Unified School District is required to provide these items per the Collective Bargaining Agreement.

FUNDING: Funding is from General and Restricted Funds.

RECOMMENDATION: Authorize Associate Superintendent for Business Services to Enter into an Agreement for Uniform/Linen Services.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 12, 2019
SUBJECT: **Adopt Revisions to the District High School Student Handbook for the 2019-2020 School Year**

BACKGROUND: The District High School Student Handbook was last updated and approved prior to the 2018/2019 school year.

RATIONALE: To stay current with Education Code the District High School Student Handbook has been reviewed and revised by our Assistant Principals and Attorney at Law, Sally Dutcher.

FUNDING: N/A

RECOMMENDATION: Adopt Revisions to the District High School Student Handbook for the 2019-2020 School Year.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent for Educational Services
DATE: June 12, 2019
SUBJECT: **Approve the School Readiness Parent Handbook for the 2019-2020 School Year**

BACKGROUND: Preschool administrative staff revised the School Readiness Parent Handbook, which is attached, to be effective August 6, 2019. The updates are based on input from preschool site leads and administrators.

RATIONALE: The recommended handbook updates are recommended by the School Readiness Program primarily to coincide with the California Department of Education standards.

FUNDING: N/A

RECOMMENDATION: Approve the School Readiness Parent Handbook for the 2019-2020 School Year.

Prepared by: Julianna Stocking, Director of Continuous Improvement.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: June 6, 2019
SUBJECT: **Approve an Addendum to the September 27, 2017, Affiliation Agreement for Student Teaching, Internship, Pupil Personnel Services, Preliminary Administrative Services Credentials and Fieldwork Agreement with the University of the Pacific**

BACKGROUND: Tracy Unified School District currently recruits candidates 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 certificated positions within the district. A contract with the University of the Pacific and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective from September 27, 2017, and will terminate five years thereafter.

RATIONALE: By approving this agreement with the University of the Pacific, 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 an Addendum to the September 27, 2017, Affiliation Agreement for Student Teaching, Internship, Pupil Personnel Services, Preliminary Administrative Services Credentials and Fieldwork Agreement with the University of the Pacific.

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

Affiliation Agreement
between the Tracy Unified School District and the University of the Pacific

27th day of September, 2017

This Affiliation Agreement ("Agreement") is entered into this ~~31st day of August, 2017~~ ("Effective Date"), by and between Tracy Unified School District ("Host") and the University of the Pacific ("Pacific").

WHEREAS, Pacific through its Gladys L. Benerd School of Education is accredited by the California Commission on Teacher Credentials ("CCTC") and Western Association of Schools and Colleges ("WASC") Senior College and University Commission ("WSCUC") for credentialing and graduate-level degree programs in Education (including, without limitation, Curriculum and Instruction, Educational Administration and Leadership, and Educational and School Psychology) and must provide onsite Student Placement (defined below) for candidates enrolled in the curriculum with a hosted Student Placement experience

WHEREAS, Host recognizes the need and desires to aid in the educational development of Pacific's students and is willing to make its employees and premises available for Pacific students to participate in Student Placements.

WHEREAS, it is for the mutual benefit of both parties that they hereby agree to provide on-site Student Placement opportunities for students in the Benerd School of Education who are seeking a California teaching credential/pupil personnel services placement/internship, and other certificate/degree/preliminary administrative services credentials, we enter into this Agreement to provide the candidates with Student Placement opportunities that lead to the candidates obtaining a student teacher/administrative preliminary credential/internship or pupil personnel services credential.

WHEREAS, the Student Placements under this Agreement ("Program") will be performed at the Host facility or facilities identified in Exhibit 1; and

WHEREAS, Host faculty/administrators will supervise and mentor the students participating in the Program ("Students") for the duration of the Program; and

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth below, Pacific and Host hereby agree as follows:

1. **Program Description.** The Program is further described in Exhibit 1 (Program Description) attached hereto and by this reference incorporated herein. For purposes of this Agreement, the term "Student Placement" encompasses Pacific students, student teachers, student teacher interns, preliminary administrative services credential students, and other interns completing field work experience. The term "student teacher intern" means a student teacher working on a credential in a certificated position. Except as expressly provided in this Agreement or in any subsequent amendment hereto, no monetary obligation on the part of Pacific or the Host to the other party is hereby created; consideration for this Agreement is furnished by the mutual benefits and promises of the parties.

2. **Pacific Responsibilities and Understandings**

(a) The Program is a program of Pacific, and not of the Host.

(b) Pacific shall be responsible for the academic content of the Program and shall provide necessary instruction and academic supervision and award academic credit, if any. Pacific shall be responsible for clear and specific objectives and planned learning activities and for the development of manuals and appropriate evaluation instruments for Student learning.

(c) Pacific shall comply with applicable accrediting agencies' standards and guidelines.

(d) Pacific shall have the right to designate the individuals who will participate in the Program subject to the following limitations:

- (i) Each Student must be enrolled at Pacific and have the requisite academic background, as determined by Pacific in its reasonable discretion, for participation; and
- (ii) Host and Pacific shall agree on the number of Students who may be allowed to participate at one time.

(e) Pacific shall be responsible for keeping all attendance and academic records of the Students. Pacific may delegate to Host and its personnel the Student evaluation activities where appropriate and as long as Pacific's primary responsibility for this function is not compromised.

(f) Pacific shall notify Host of Student Placements, including the name of the Student, level of academic preparation, and length and dates of proposed participation in the Program.

(g) Pacific shall require each Student to conform to the health examination and background check requirements and standards of State and Federal laws and regulations, which include submission of a negative tuberculosis screening test prior to commencing a Student Placement.

(h) As further described in Exhibit 1 to this Agreement, Pacific faculty will determine reasonable criteria for Student evaluations. Dr. Marilyn Draheim, Chair, Assistant Dean, is a designated Pacific faculty member who will monitor the Students' instruction and experiences that occur under this Program and shall be available for conference or assistance as needed by Host during the Program.

3. Host Responsibilities and Understandings

(a) Host shall provide appropriate facilities for the aspects of the Program conducted at Host's premises under this Agreement. The facilities designated by Host shall not endanger the health, safety or welfare of Pacific's Students.

(b) Host shall provide any required safety training to Students.

(c) Host shall be responsible for ensuring all its employees comply with all laws, rules, and regulations with regard to their conduct and interaction with students.

(d) Host shall appoint a site supervisor for each Student. The site supervisor must have a valid credential or license for the area he/she is supervising and be an employee of Host, in order to serve as the Student's supervisor; and, must have at least three (3) years post-licensure experience for Pupil Personnel Services/School Psychologists credential.

(e) Host shall ensure that Students are familiar with and observe all applicable rules, regulations, and policies of Host to which Students are expected to adhere during the Program and while on Host premises (including, without limitation, applicable health and safety training in accordance with prevailing federal and state laws).

(f) Consistent with the availability of resources for Host's employed staff, Students shall be provided adequate supplies and materials to carry out the functions of the Student Placement experience.

(g) Pacific personnel shall be permitted to participate in the instruction of Students on Host premises as necessary to effectively implement the Program except when, in the reasonable opinion of the Host, such participation interferes with the Host's operations.

(h) Host shall permit Pacific to visit Host's premises, to consult with Host personnel involved in the Program, and to evaluate Student progress while they are on Host premises; provided, however, that such visits shall be subject to reasonable rules and policies of Host.

(i) In the event of a medical emergency involving a Student while the Student is on Host premises, Host shall respond according to the same procedure it would follow if one of its employees experienced the same emergency.

(j) Host shall provide educational learning experiences (including opportunities for professional development) which are planned, organized, administered, and supervised by qualified staff in accordance with mutually agreed upon educational objectives and guidelines to help prepare Students for future careers in their fields of study.

(k) Students shall perform services as part of their participation in the Program only when under the supervision of authorized, licensed or certified Host personnel. Host understands and agrees that Students are trainees, they shall not be considered employees or contractors of the Host while participating in the Program, and shall not be used to replace School personnel.

4. Joint Responsibilities of Pacific and School

(a) The parties shall coordinate the planning, scheduling, requirements, and evaluations of Students who participate in the Program. Schedules and Student assignments shall be developed to enhance the goals, objectives and missions of both Host and Pacific. Each party's final examination and vacation schedules will be honored by the parties.

(b) Each party shall perform independent and joint reviews to determine the effectiveness of the Program.

(c) Each party may enter into similar agreements with other institutions at any time.

5. Confidentiality and the Family Educational Rights and Privacy Act.

(a) The parties agree to comply with the applicable requirements of state of California and federal privacy laws, including the Family and Educational Rights and Privacy Act ("FERPA") and its implementing regulations. The parties acknowledge that student educational records are protected by FERPA and that student permission generally must be obtained before releasing specific student data to anyone other than the student's school. Each party agrees to cooperate with the other party regarding compliance with FERPA with respect to records pertaining to Students. Each party certifies that access to such records is necessary for the performance by each party under this Agreement, and agrees that each party shall be subject to, and shall comply with, the same conditions and restrictions on the use and re-disclosure such records pursuant to applicable law.

(b) Records maintained by Host of Students paid by Host may also constitute employment records protected from disclosure absent consent under applicable state and federal laws and regulations.

(c) In order for Pacific and the Host to jointly monitor the Student's performance in the Program, all Students shall, as a condition to their placement, execute a "Release of Records" (Exhibit 2) which allows the Host and Pacific to share information that may otherwise be protected from disclosure as an educational record (and/or an employment record) to the extent the information relates to the performance of the Student in the Program. Failure to execute the "Release of Records" shall make the Student ineligible for placement with Host.

(d) Each party to this Agreement will immediately notify the other in the event it becomes aware of violations of the other party's rules, regulations, policies or procedures by the Student and/or any negligent or intentional conduct when the conduct of the Student jeopardizes the health and/or safety of Host's students or staff. The parties agree to cooperate in the investigation of any such conduct so long as an appropriate Release of Records has been obtained.

6. **Insurance.** Both parties during the term of this Agreement will provide at their sole cost and expense Commercial General Liability insurance in the amount of one million per occurrence (\$1,000,000) and two million aggregate (\$2,000,000). Upon request, each party will provide the other with evidence of such insurance. By virtue of this Agreement, Pacific does not assume any liability under any law relating to workers compensation on account of any act of any Student performing any activity related to or arising out of this Agreement.

7. **Indemnification.** Each party agrees to defend, indemnify and hold one another, their respective regents, officers, directors, employees, students and agents harmless from and against all third party claims for injury or damages, liability, loss, expense (including reasonable attorney's fees and costs) ("Loss"), arising out of the performance of its obligations under this Agreement, but only in proportion to and to the extent the Loss is caused by or results from the negligence or intentional acts or omissions of the indemnifying party. The indemnities provided under this Section 7 shall not be

limited by reason of any insurance coverage required under this Agreement and shall survive termination of this Agreement.

8. Relationship of the Parties and Students. Each party is and shall be an independent contractor of the other party. Neither party nor its employees or subcontractors shall be deemed to be employees or agents of the other party. Neither party's employees and subcontractors will be entitled to any benefits made available to the other party's employees. Nothing in this Agreement is intended to establish a partnership, joint venture, or agency relationship between the parties, and neither party nor its employees or subcontractors are authorized to bind the other party or make any representations on its behalf in any matter.

9. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall terminate five (5) years thereafter, unless earlier terminated or extended as provided herein. The Agreement may be renewed for up to two (2) subsequent one (1) year terms upon the mutual agreement of the parties in writing. This Agreement may be terminated at any time without cause by either party, upon giving the other party sixty (60) days written notice; provided, however, that any such termination shall not be effective as to any Student who as of the date of mailing of notice by the terminating party is participating in the Program until the Student has completed his/her participation in the Program for the then current academic term (semester or year), unless otherwise agreed by the parties. Host agrees to return any Pacific property to Pacific within thirty (30) days of the early termination or expiration of the Agreement, or such other timeframe as agreed upon by the parties in writing.

10. Compliance with Laws; Accreditation, Licensing and Credentials. Each party shall be separately responsible for compliance with all laws, rules and regulations which may be applicable to its respective activities under this Agreement. Each party shall be separately responsible for accreditation, licensing, and credentialing of its own entities and employees, as applicable, and each party agrees to furnish to the other party with evidence of such accreditation, licensing, and credentials upon request by the other party. Host further agrees to cooperate with Pacific with respect to its accreditation requirements and will gather data related to Students' participation in a Student Placement under this Agreement.

11. Nondiscrimination. With respect to the parties' obligations under this Agreement, the parties agree not to discriminate in employment, academic programs, or the provision of services on the basis of race, color, religion, ancestry, national origin, age (over 40 years), sex, sexual orientation, marital status, medical condition, disability or any other basis protected by federal, state, or local ordinance or regulation. Host shall comply with applicable state of California and federal laws and regulations governing reasonable accommodations and the Americans with Disabilities Act.

12. Cooperation in Disposition of Claims. The parties agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of this Agreement. The parties shall notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, and making witnesses available.

13. Student Discipline or Reassignment. Students' discipline shall be the sole responsibility of Pacific, however Host or Pacific may terminate the participation of any Student, who, at the determination of Host or Pacific does not comply with the Program requirements or applicable rules or regulations of Host, Pacific, or state of California or federal laws or regulations. If Host reasonably determines that a Student is not performing satisfactorily for reasons including, but not limited to, tardiness or absenteeism, failure to follow instructions, or failure to follow rules or policies, Host agrees to contact Dr. Dymaneke Mitchell, Associate Dean, at dmitchell@pacific.edu or 209-946-2556 to either counsel or reassign the Student.

14. Miscellaneous Provisions.

(a) **Dispute Resolution.** In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement, or the acts or omissions of the parties with respect to this Agreement (each, a "Dispute"), the parties shall, as soon as reasonably practicable after one party gives written notice of a Dispute to the other party ("Dispute Notice"), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon

by the parties. If any Dispute is not resolved to the mutual satisfaction of the parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the parties in writing), the parties shall settle such Dispute as otherwise set forth in this Section. In the event a Dispute is not resolved by the meet and confer provisions under this Section above, the parties may choose any other available legal means to settle the Dispute. Each party agrees that a violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

(b) **Legal Fees and Costs.** The prevailing party is entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorneys' fees and costs incurred.

(c) **Notices.** All notices or other communications given hereunder shall be in writing and shall be deemed to have been duly given (1) on the date delivered if delivered by personal delivery or by overnight delivery service (such as FedEx); (2) on the third (3rd) business day after mailing by U.S. registered or certified mail, first class, postage prepaid; or (3) on the date transmitted by facsimile with confirmation of successful transmission. Any notices or other communications given hereunder shall be addressed as follows, provided that either party may specify a different address by written notice to the other party in accordance with this paragraph:

If to Pacific: ATTN: Vanessa Sheared, EdD, Dean
University of the Pacific, Stockton
Gladys L. Benerd School of Education
3601 Pacific Ave.
Stockton, CA 95211
Phone: 209-946-2683
Email: vsheared@pacific.edu

If to Host: Tracy Unified School District
1875 W. Lowell Avenue Tracy, CA 95376
ATTN: Luz Gallegos
Personnel Analyst for Certificated Employees

(d) **Force Majeure.** Either party's obligations under this Agreement will be excused if and to the extent that any delay or failure to perform such obligations is due to fire or other casualty, product or material shortages, strikes or labor disputes, transportation delays, changes in business conditions (other than insignificant changes), acts of God, or other causes beyond the reasonable control of such party (each a "Force Majeure Event"). Notwithstanding the Force Majeure Event, each party shall make a good faith effort to resume performance as soon as the excusable delay is mitigated.

(e) **Governing Law.** This Agreement, and any dispute between the parties arising out of or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. Any and all legal action that is initiated to enforce any provision of this Agreement or arising out of or related to this Agreement must be brought or filed in either the state or federal court located in California.

(f) **Use of Names and Logos.** Each party agrees that it shall not use the other party's name, logo or insignia, or the name, logo or insignia of any school or division thereof, or otherwise identify the other party or any of its schools or divisions in any form of publicity or disclosure without the prior written permission of the other party, which permission may be given or withheld in the other party's sole discretion.

(g) **No Assignment.** Neither party may voluntarily or by operation of law, assign or otherwise transfer any part of this Agreement without the prior written consent of the other party. Any purported assignment in violation of this Section shall be void.

(h) **Entire Agreement.** This Agreement is the entire agreement between the parties regarding its subject matter. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

(i) **Modifications.** This Agreement may not be modified or amended except by an instrument in writing executed by duly authorized representatives of the parties.

(j) **Severability of Terms.** If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby, unless the effect of such severance would be to alter substantially this Agreement or the obligations of the parties, in which case this Agreement may be immediately terminated by either party upon thirty (30) days' prior written notice, or as otherwise allowed by the termination provisions of this Agreement.

(k) **Counterparts.** This Agreement may be executed in several counterparts, each of which so executed shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or delegates, as of the Effective Date.

Tracy Unified School District

Danny Jalique 9/28/17

By:
Its:
Address:

By:
Its:
Address:

Telephone:
Fax:
Email:

Telephone:
Fax:
Email:

UNIVERSITY OF THE PACIFIC

Vanessa Sheared 9/6/17

Maria Pallavicini 9-6-17

Vanessa Sheared, EdD
Dean
University of the Pacific, Stockton
Gladys L. Benerd School of Education
3601 Pacific Ave.
Stockton, CA 95211
Telephone: 209-946-2683
Email: vsheared@pacific.edu
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Maria Pallavicini, Ph.D.
Executive Vice President of Academic Affairs
and Provost
University of the Pacific
3601 Pacific Ave.
Stockton, CA 95211
Telephone: 209-946-2552
Email: voliva@pacific.edu
Fax: 209-946-2063

EXHIBIT 1 PROGRAM DESCRIPTION

Program Objective & Goals

Through program coursework and fieldwork experiences in TK-16 school settings and beyond, our candidates must satisfy learning outcomes by demonstrating proficiency in all standards, Teaching Performance Expectations (TPEs), and Teaching Performance Assessments (TPAs) as required by the California Commission on Teacher Credentialing, as well as those requirements in School Psychology/Pupil Personnel Services and Administrative Services Credential.

Program Overview

All professional education degree and credential programs at University of the Pacific are offered and coordinated through the Gladys L. Benerd School of Education. Students in the Benerd School of Education are prepared to deliver thoughtful, reflective, caring, and collaborative services to diverse populations. The School directs its efforts toward researching the present and future needs of schools and the community, fostering intellectual and ethical growth, and developing compassion and collegiality through personalized learning experiences. Per the California Commission on Accreditation/California Commission for Teacher Education, candidates seeking credentials must be placed in clinical practice experiences that extend candidates' learning and application of theory to practice with Transitional Kindergarten to grade 12 students in public and/or private school settings, as according to the California Commission on Teacher Credentialing, the range of Clinical Practice Experiences includes early field experiences, advanced experiences for co-planning and co-teaching, and student teaching or approved internships for related programs (i.e. Pupil Personnel & Administrative Services Programs).

Location(s) of Program

Tracy Unified School District

Schools within the District

Student Evaluation Method(s)

Cooperative Evaluation of *Multiple Subjects and Single Subject* Student Teacher

Candidate Competence and Performance Checklist

- Single subject student teacher
- Single subject intern
- Multiple subjects student teacher
- Multiple subjects intern

Student Teacher Placement Confirmation

Intern Site Support Team Confirmation

- Fieldwork/Practicum and Internship Performance Evaluation Instrument

Host's Responsibilities

Host shall participate with Pacific in planning the Program, including those experiences required to complete the EdTPA Teaching Events (pursuant to SB2042 and SB1209), as well as data collection required by the (CCTC/COA) and (CAEP).

For student teacher interns, Host shall:

- (1) assign an on-site mentor who possesses a valid Clear or Life credential in the appropriate subject area, has 3 years documented successful teaching experience and holds an English Learner Authorization (or the equivalent, as established by the Commission on Teacher Credentialing); and
- (2) Participate with Pacific in planning and implementing a comprehensive and coordinated program of support and mentoring for the student teacher intern, in conformance with the most current requirements established by the Commission on Teacher Credentialing and articulated by Pacific in its approved Intern Document, attached hereto as {00099421.2}

Exhibit 1-A and incorporated herein.

Additional Student Qualifications

Pacific Students are only eligible to participate in the Program during a defined academic semester/term (Fall or Spring).

For student teacher interns only, Pacific shall:

- (i) confirm that the Student meets all the criteria for an intern credential, as established by this Program sponsor and approved by the Commission on Teacher Credentialing pursuant to Exhibit 1-A, and provides the information requested pursuant to Exhibit I-B;
- (ii) assign a supervisor who has successfully completed Pacific-provided intern supervision training;
- (iii) assign intern supervision duties that adhere to the most current requirements established by the Commission on Teacher Credentialing and articulated by Pacific in Exhibit 1-A; and
- (iv) participate with Host in planning and implementing a comprehensive and coordinated program of support and mentoring for the intern teacher, in conformance with the most current requirements established by the Commission on Teacher Credentialing and articulated by Pacific in Exhibit 1-A.

**EXHIBIT 1-A
INTERN DOCUMENT**

NOTE: This section shall apply only for student teacher interns.

On June 3, 2013, the Commission on Teacher Credentialing issued Program Sponsor Alert 1306 detailing new requirements for programs that offered intern credentials. This PSA is available at: <http://www.ctc.ca.gov/educator-prep/PS-alerts/2013/PSA-13-06.pdf>.

In response to this PSA, the UNIVERSITY prepared and submitted revised program documents reflecting the new requirements. On May 19, 2014 the Commission on Teacher Credentialing approved these revised program documents, thereby granting approval to the University of the Pacific to issue intern credentials to qualified teacher credential candidates. Terms of the revised program documents include specific mentoring and support that the HOST and UNIVERSITY must provide including:

- Assignment by the HOST of a mentor who meets the criteria identified in 3.C.ii.1. of this Agreement and who is available to provide regular on-site support to the intern teacher.
- Assignment of a UNIVERSITY supervisor who meets the criteria identified in 3.C.i. of this Agreement and who is assigned to provide regular on-site support to the intern teacher, in coordination with the HOST mentor.
- Regular on-site support includes observation/coaching sessions, provision of materials and resources, feedback on lesson plans, logistical support (bulletin boards, instructional materials, etc.), and other types of assistance designed to strengthen the intern teacher's instructional effectiveness
- Regular on-site support must be provided in a scheduled and coordinated manner and must adhere to these requirements: 144 hours with at least 2 hours of support per every five instructional days for general instruction coaching and mentoring AND 5 hours of support per month specific to teaching English learners, or if less than a full academic year, the total number of hours of support must equal four hours times the number of instructional weeks remaining in the year, with at least two hours of support provided every five instructional days. English language learner support less than a full academic year must equal five hours times the number of months in the school year.
- The intern teacher's faculty advisor will assist the HOST mentor and the UNIVERSITY supervisor in creating this coordinated and regular system of support

Note: This section shall apply only to PPS School Psychology Interns

1. The District will provide the Interns with the opportunity to transfer methodology and theories into applied situations via their participation in the internship experience and is responsible for providing the Interns with diverse experience in preparation for their future careers as school psychologists, in accordance with the Interns' knowledge and level of training, in the form all the activities normally expected of a district-employed school psychologist. These experiences may include, but are not limited to, the experiences and activities set forth in Exhibit B attached hereto.
2. The District will provide the Interns with experiences that will allow them to complete 1200-1500 clock hours of work during their internship experience, depending on the degree sought by each Intern. The specific hourly requirement for each Intern is set forth next to that Intern's name on Exhibit A.
3. Each Site Supervisor will have the following responsibilities as part of his or her supervision of the Interns:
 - a. The Site Supervisor will cooperatively plan and schedule the Interns' activities and experiences during the internship experience. Attached is the program's syllabi for required and suggested activities.

- b. The Site Supervisor will schedule and provide a minimum of 2 hours of direct face-to-face supervision each week.
 - c. The Site Supervisor will review and sign each entry from the Interns' log and progress notes to verify content.
 - d. The Site Supervisor will complete and submit end-of-semester evaluation forms, which will be provided by the University.
 - e. The Site Supervisor will release the Intern, as needed, to attend fieldwork supervision and classes. (It is understood that the Intern will need to be released with sufficient time to travel between the fieldwork site and the University).
 - f. The Site Supervisor will hold a valid Pupil Personnel Services credential appropriate to the role and function of the duties being performed by the Intern.
 - g. The Site Supervisor will participate in University-sponsored supervisor meetings held 2-3 times per year.
 - h. The Site Supervisor will ensure that the Intern meets, at a minimum, the Hourly Requirement of the fieldwork in a preschool-grade 12 setting in which he or she is qualified to supervise.
4. Consistent with the availability of resources to employed staff, the Intern is provided adequate supplies and materials to carry out the functions of the internship experience. An appropriate work environment should include adequate privacy of office facilities and access to secretarial assistance, telecommunication services, office equipment, and copying machines.
 5. Ongoing professional development is a significant aspect of the internship experience. Conferences, seminars, and in-service training opportunities available to employed school psychologists should also be available to the Interns. The Interns are encouraged to participate in state, regional, and national level meetings for school psychologists. Release time is granted by the University and is expected to be granted by the District.

INTERN EXPERIENCES

1. **Role and Function:** Develop a knowledge base and understanding of the various roles and functions of the school psychologist, and be able to selectively deliver services utilizing a variety of alternative models.
2. **Legal/Ethical:** Develop a knowledge base of federal and state laws, professional ethics, and professional standards as well as the skills to apply them in public and private educational agencies. Develop the skills to adhere to due process guidelines in major decisions affecting all students and to accepted standards in the practice of school psychology.
3. **Organization and Operation of Schools:** Develop an understanding of the organization and administration of public schools and the cultural, ethnic, religious, and geographic diversity of the students, parents, and staff served by school psychologists. Develop an awareness of community resources and the roles of other professionals in helping children, parents, and school personnel. Develop the skills to foster and facilitate interagency partnerships among family, school, health care, and community agencies to create healthy school environments.
4. **Assessment:** Develop the skills to select, administer, score, and interpret psychoeducational tests for individuals of different ages, exceptionalities, and cultural backgrounds. Develop competence in the use of interviewing, functional behavioral assessment, and curriculum-based methods. Develop the skills to integrate psychological and educational data into a psychological report and be able to link assessment results to educationally relevant interventions.
5. **Counseling:** Develop a counseling and mental health knowledge base and the skills to work with Interns who have educational, emotional, and/or behavioral problems to mitigate the emergence of enduring, unhealthy patterns of behavior. Develop a knowledge base and skills to help students, families, and schools deal with crises, such as school violence, suicide, and loss.
6. **Intervention:** Develop a knowledge base and the skills to identify controllable, causal aspects of social, emotional, and academic difficulties and be able to consult and collaborate in the design, implementation, and evaluation of interventions based on these aspects.

7. **Communication Skills:** Develop the interpersonal skills and both oral and written communication skills necessary to communicate effectively with children, parents, and school personnel from varied cultural, ethnic, religious, and geographic backgrounds. Develop the interpersonal skills to function as team leaders in school-based multidisciplinary teams.
8. **Research:** Become educated consumers of research relating to school psychology and be able to apply these research findings to the development of solutions for educational psychological problems. Be able to disseminate information from the school psychology knowledge base to promote healthy school environments.

EXHIBIT 1-B
INTERN ADDENDUM

University of the Pacific, Benerd School of Education
INTERN AUTHORIZATION ADDENDUM

By signing below, I understand that I have received, read, and comply with program requirements of the department I am enrolled in as a student. If at any time I am unable to continue as an intern, I will notify my academic advisor and the BSE Office of Credentialing and Student Services.

I. TO BE COMPLETED BY CANDIDATE

Candidate Name: _____ Pacific ID # - _____

Signature of Candidate

Date

II. *Signature of BSE Dean or Designee*

I verify that the candidate has met program requirements and is eligible to be hired as an intern.

Vanessa Sheared, Dean Benerd School of Education

III. TO BE COMPLETED BY EMPLOYING AGENCY:

A. Please check Organization Type: County Office School District Charter School

County-District-School Code (required): _____

Employing Agency: _____

School Name: _____ Phone #: (____) _____

Address: _____ Email: _____

Effective date of hire (month/day/year): _____

Please indicate authorization requested: Multiple Subject Single Subject, Subject: _____

Education Specialist: Mild/Moderate Moderate/Severe

Pupil Personnel Services: School Psychology _____

Administrative Services: Administrative Services

Site Support Team

Name(s) _____

Address: _____

Phone: _____

Email: _____

B. *Personnel Division Approval:*

School District Personnel Specialist E-mail _____ School District Personnel Specialist Phone _____

Signature of School District Personnel Specialist Name (Please Print) _____ Date

C. *Signature of Site Administrator*

By signing below, I verify that I have read and understand the intern support requirements as outlined in the MOU on file and will provide supervision in cooperation with in collaboration with the University of the Pacific, Benerd School of Education.

Signature of Site Administrator

Name (Please Print)

EXHIBIT 2
STUDENT CONSENT FOR RELEASE OF RECORDS FOR STUDENT PLACEMENT

The Family Educational Rights and Privacy Act ("FERPA") provides that an educational institution may not release confidential information about a student without the student's consent.

In order to enable the University of the Pacific ("Pacific") and Host (identified below) to monitor my performance in the Student Placement, I hereby grant permission to authorized personnel at Pacific and Host, and their authorized representatives, to release all education records (as defined by FERPA) and/or employment records relating to my performance in the Student Placement described below, and the information contained therein, from one to the other. I further release Pacific and the Host, and their respective trustees, officers, directors, and employees from any and all liability relating to the release of such education and/or employment records.

This Release is subject to the following:

- My authorization to release this information ("Release") will be used in conjunction with my Student Placement with Host only.
- I understand that this Release, and the authorization given above, is effective immediately upon my signature and shall expire upon the completion of my Student Placement with the Host;
- I understand that this Release is necessary for my Student Placement for the sharing of information between Pacific and Host relating to my performance in the Student Placement;
- I understand that I may revoke this Release, in writing, at any time, but if I revoke the Release, I may no longer be eligible to participate in the Student Placement, and my participation may be terminated;
- I understand that I may submit a request in writing in the form required by the University to request a copy of all my records released pursuant to this Release;
- I hereby waive all rights under FERPA with regard to the release of the records described above as well as any other state and federal law governing the privacy of records held by Host that may constitute employment records;
- This Release does not apply to any other third party that requests my education records; and
- I understand that Pacific and Host will not release my education and/or employment records to any third party without my express written consent.

I hereby voluntarily authorize the release of my records to the individuals and/or parties identified in this Release. I also understand that if I am under 18 years old, Pacific may disclose such information to my parents or legal guardians regardless of whether I have consented to such disclosure.

Signature of Student	Date
Name of Student (Printed)	Pacific School or Department
Name of Host	Nature of Student Placement (Student Teacher, Student Intern, etc.)
Host Address	Dates of Student Placement

**Affiliation Agreement
between Tracy Unified School District and the University of the Pacific**

Addendum to September 27th, 2017 Affiliation Agreement

This Addendum is between Tracy Unified School District and the University of the Pacific for the purposes to update the following elements of the original agreement of September 27, 2017 and shall be effective January 14, 2019.

6. **Insurance.** Both parties during the term of this Agreement will provide at their sole cost and expense Commercial General Liability insurance in the amount of one million per occurrence (\$1,000,000) and two million aggregate (\$2,000,000), as well as **Professional Liability Insurance with coverage for Sexual Molestation Coverage (\$1,000,000) with endorsement.** Upon request, each party will provide the other with evidence of such insurance. By virtue of this Agreement, Pacific does not assume any liability under any law relating to workers compensation on account of any of act of any Student performing any activity related to or arising out of this Agreement.

14. **Miscellaneous Provisions.**

(c) **Notices.** All notices or other communications given hereunder shall be in writing and shall be deemed to have been duly given (1) on the date delivered if delivered by personal delivery or by overnight delivery service (such as FedEx); (2) on the third (3rd) business day after mailing by U.S. registered or certified mail, first class, postage prepaid; or (3) on the date transmitted by facsimile with confirmation of successful transmission. Any notices or other communications given hereunder shall be addressed as follows, provided that either party may specify a different address by written notice to the other party in accordance with this paragraph:

If to Pacific:	ATTN: Dr. Linda Webster, Interim Dean University of the Pacific, Stockton Gladys L. Benerd School of Education 3601 Pacific Ave., Stockton, CA 95211 Phone: 209-946-2197 Email: lwebster@pacific.edu
If to Host:	Tracy Unified School District 1875 W. Lowell Avenue, Tracy, CA 95376 ATTN: Carmine Sousa Phone: 209-830-3260 x1301 Email: csousa@tusd.net

[Signatures on Following Page]

SIGNATURE PAGE
Affiliation Agreement
between the Tracy Unified School District
and the University of the Pacific

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or delegates, as of the Effective Date.

Tracy Unified School District

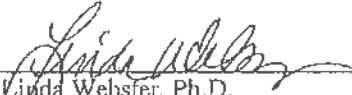
By:
Its:
Address:

By:
Its:
Address:


Telephone:
Fax:

Telephone:
Fax:

UNIVERSITY OF THE PACIFIC



Linda Webster, Ph.D.
Interim Dean
University of the Pacific, Stockton
Gladys L. Benerd School of Education
3601 Pacific Ave.
Stockton, CA 95211
Telephone: 209-946-2197
Email: lwebster@pacific.edu
Fax: 209-946-3110

 2/14/19

Maria Pallavicini, Ph.D.
Provost and Executive Vice President for
Academic Affairs
University of the Pacific
3601 Pacific Ave.
Stockton, CA 95211
Telephone: 209-946-2552
Email: voliva@pacific.edu
Fax: 209-946-2063



1875 W. Lowell Avenue
Tracy, CA 95376
Phone (209) 830-3230
Fax (209) 830-3269

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
 - a. List the "Certificate Holder" as follows:
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
 - b. Comprehensive General Liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate with endorsement. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Risk Management Department).
 - c. Proof of Automobile Liability, if transporting students or routinely driving on campus.
 - d. Proof of Workers Compensation, if applicable, (waiver of subrogation to be part of this coverage).
 - e. Proof of Professional Liability Insurance, if applicable, with coverage for Sexual Molestation Coverage (\$1,000,000) with endorsement.
2. An **Additional Insured Endorsement** (Form Number **CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization** or its direct equivalent) **must** accompany the Certificate of Liability Insurance. Please note the following:
 - a. List the "Additional Insured" as follows:
Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insured with the respects to Liability.
 - b. The coverage shall be primary and non-contributory, with respect to general and professional liability with waiver of subrogation for workers compensation (if applicable).
 - c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.

As an agent of University of the Pacific, I am acknowledging the above insurance requirements as an addendum to the agreement in place with Tracy Unified School District dated 9/27/2017.

Maria Pallavicini	Provost & Executive Vice President for Academic Affairs	<u>4/5/2019</u>
Name	Title	Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: June 6, 2019
SUBJECT: **Approve Agreement with Stanislaus County Office of Education for Administrators Working to Obtain Their Clear Administrative Credential**

BACKGROUND: Stanislaus County Office of Education currently offers an Administrative Induction Program. This program is required for those Administrators who currently hold a Preliminary Administrative Credential and are working towards their clear Administrative Credential. This agreement will be effective during the 2019-2020 school year.

RATIONALE: By approving this agreement, the District will expand the options available for our current Administrators needing to complete an Induction program to obtain their Clear Administrative Credential. 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 Agreement with Stanislaus County Office of Education for Administrators Working to Obtain Their Clear Administrative Credential.

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



**Administrator Induction
Stanislaus County Office of Education
Learning to Teach Continuum Programs
District Memorandum of Understanding**

District: Tracy Unified School District

2019-2020

Stanislaus County Office of Education, hereinafter called Program, is providing an Administrator Induction Program for its districts. Districts may utilize the Program by allowing their newly hired administrators to attend the Program and their administrative employees to serve as Lead Coaches. As such, the District has certain responsibilities in regard to the effective implementation of the Program and the Program's ability to recommend Candidates for a Clear Administrative Services Credential.

District Agrees:

1. To designate a District Coordinator (DC) to serve as a liaison between the District and the Program and to serve as the district signatory in decision-making.
2. To identify and communicate with eligible administrative Candidates at the point of hire that an approved Administrator Induction Program is available to them and that the Candidates may complete the two-year Program to be recommended for the Clear Administrative Services Credential through Stanislaus County Office of Education.
3. To provide Program information regarding dates for the initial Program opportunities such that Candidates may attend the Orientation within state guidelines and complete the Candidate Self-Assessment as required.
4. To provide the Candidates access to Program events and support for completion of the Program requirements within two years.
5. To designate district option(s) for the Lead Coach assigned to its current Candidates:

- a) a current, District-employed administrator as Lead Coach
- b) a retired, previously district-employed administrator as Lead Coach
- c) a Lead Coach from the Program's pool of Lead Coaches

6. That if the District chooses options a) or b), then it must identify and verify eligibility of Lead Coach (as stated in the Lead Coach MOU) in a timely manner such that the Lead Coach can attend and successfully complete the full day Coach training before the Candidate and Lead Coach are paired prior to the IIP Drafting event.
7. That if the District chooses to use a currently-employed Lead Coach, the following will apply.

Lead Coaches will:

- a. be limited to one (1) Candidate
- b. not be in a position to formally evaluate or have direct influence over the hiring/firing of the Candidate
- c. be available to attend Program events and spend time with the Candidate in order to complete Program requirements in a timely manner

8. That if the District chooses to use currently-employed or previously district-employed Lead Coaches, then the following will apply.

Lead Coaches must:

- a. have or had experience in an administrative position as similar as possible to that of the Candidate
- b. have geographic proximity (reasonable and feasible) to the Candidate
- c. have completed a minimum of 5 years of successful administrative work
- d. hold a current Clear Administrative Services Credential
- e. have served as an administrator during the Standards and Accountability era (post 1997)
- f. had experience serving in a Coaching role either formally or informally
- g. demonstrate 'ease of interaction' with Candidate in the working context and inter-personal relationship

9. That Lead Coaches are under contract with the Program to:
 - a. support the Candidate beginning and completing the Program within the 2 year timeframe
 - b. attend the required sessions structured within the Program
 - c. successfully complete the full day Lead Coach training (plus an additional ½ day follow-up later in the year)
 - d. submit Program-required documents in a timely manner
 - e. maintain a professional working relationship with the Candidate(s) during the two year Program
 - f. participate in the Program evaluation through (a) responding to Program and state requests for evaluation of the Program through the annual survey, and (b) ensuring representation at the Unit Accreditation visits (every seven years) and responding to surveys and questionnaires
10. That the Program assesses the quality of services provided by Lead Coaches using multiple sources including information from Candidates.
 - a. The Program provides formative feedback to Lead Coaches on their work and will retain only those that are successful.
 - b. If a mismatch occurs between the Lead Coach and the Candidate, protocols within the Program will be followed that may lead to an assignment of a new Lead Coach to the Candidate.
 - c. Removal of a Lead Coach from the pool of Lead Coaches may be an option and will be done at the Program's discretion.
11. Understand that the district will be given an opportunity to evaluate, to give input, or request a change of Lead Coach assigned to the Candidate.
12. The district will ***choose one option*** below regarding the establishment of tuition protocols for SCOE's Administrator Induction Program.

- Our district will be paying the SCOE Administrator Induction tuition for all participating candidates (\$3,500 per year or \$7,000 for the two year program).
- Our district will be paying the SCOE Administrator Induction tuition for all participating candidates, and will be seeking full or partial reimbursement from the participating candidates.
- Our district candidates are responsible for 100% of the SCOE Administrator Induction program tuition.
- Our district will be paying _____ % of the SCOE Administrator Induction tuition.
- Our district will be paying \$ _____ of the SCOE Administrator Induction tuition.

The signatures below indicate that the District has agreed to the conditions of the MOU and will act in support of the items listed herein until such time as either the District or the Program terminates the agreement in writing.

District Superintendent (or Designee) please print and sign your name: _____	Date: _____
District Coordinator Signature please print and sign your name: _____	Date: _____
SCOE Program Director Signature please print and sign your name: _____	Date: _____

Distribution: Return all copies to Stanislaus County Office of Education for Program Director signature. A copy will be returned to you.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: June 6, 2019
SUBJECT: **Approve Declaration for a Provisional Internship Permit**

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

RATIONALE: The Provisional Internship Permit allows the employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. This agenda item meets District Goal #2: Hire, support, develop, train and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Declaration for a Provisional Internship Permit.

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

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

DECLARATION

The Governing Board of Tracy Unified School District declares that the District has elected to employ the following teachers under a Provisional Internship Permit. They will be provided orientation, guidance and assistance during the valid period of the permit. They 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, they will be eligible for an Intern Permit.

Patrick Bartholomy-Monte Vista Middle School, Social Science Teacher; 6-8

Ana Laura Salazar Pantoja-Tracy High School, Biology Teacher; 9-12

Tahseen Batool-Monte Vista Middle School, RSP Teacher; 6-8

Tina Canalita-Art Freiler School, RSP Teacher; K-8

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: June 14, 2019
SUBJECT: Approve a Variable Term Waiver for Karyn Lipman –
Certificate of Completion of Staff Development (SDAIE)

BACKGROUND: Variable term waiver provide additional time to complete the requirements for the credential that authorizes service or to provide employing agencies time to fill the assignment with an individual who either holds an appropriate credential or qualifies under one of the available assignment options.

RATIONALE: Ms. Lipman holds a Preliminary Career Technical Education Teaching Credential in Agriculture/Natural Resources, Education, Child Development, and Family Services and Hospitality, Tourism, and Recreation. A Variable Term Waiver is needed to allow her time to complete the program requirement and obtain her clear credential which will have the Specially Designated Academic Instruction Delivered in English for English Learners (SDAIE) authorization.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve a Variable Term Waiver for Karyn Lipman – Certificate of Completion of Staff Development (SDAIE).

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 request a Variable Term Waiver while the individual below works on completing the requirements to obtain her clear credential with the appropriate English Learner Authorization. The individual will be provided orientation, guidance and assistance during the valid period of the permit.

Karyn Lipman: Home Economics/F.E.A.S.T- Tracy High School; Grades 9-12

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____