

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, AUGUST 13, 2019

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

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

AGENDA

- | | | |
|-----------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, L. Souza
Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| | 3.1 Administrative & Business Services: | |
| | 3.2 Educational Services: | |
| | 3.2.1 Application for Reinstatement - AR#19-20/#5, #19-20/#6
Action: Motion__ ; Second__ . Vote: Yes __ ; No __ ; Absent__ ; Abstain __ | |
| | 3.3 Human Resources: | |
| | 3.3.1 Approve Resignation Agreement and Release of All Claims #UCL 330
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain __ | |
| | 3.3.2 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion__ ; Second__ . Vote: Yes __ ; No __ ; Absent __ ; Abstain __ | |
| | 3.3.3 Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA | |
| 4. | Adjourn to Open Session | |
| 5. | Call to Order and Pledge of Allegiance | |

6. **Closed Session Issues:**
 - 6a Report Out of Action Taken on Application for Reinstatement – AR#19-20/#5, #19-20/#6
Action: Vote: Yes __; No __; Absent __; Abstain __.
 - 6b Report Out of Action Taken on Approve Resignation Agreement and Release of All Claims #UCI. 330
Action: Vote: Yes __; No __; Absent __; Abstain __.
7. **Approve Regular Minutes of June 25, 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:
 - 9.1 Jacqui Nott, TEA Executive Board Introductions
 - 9.2 High School Students Presentation
10. **Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.
 - 10.1 **Administrative & Business Services:** None.
11. **Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a yellow speaker's card).
12. **PUBLIC HEARING:** None.
13. **Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __.
Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.
 - 13.1 **Administrative & Business Services:**
 - 13.1.1 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 6-11
 - 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 12-13
 - 13.1.3 Approve Out of State Travel for Driver Trainer/Dispatch and Bus Mechanic to Attend the School Transportation News (STN) Expo in Reno, NV on July 26-31, 2019 14

13.1.4	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year	15-16
13.1.5	Approve 2019-2020 Designation of CIF Representatives to League	17-19
13.2	Educational Services:	
13.2.1	Ratify Agreement between Tracy Unified School District and California State University, Stanislaus for the Great Valley Writing Project to Provide Professional Development to grade 4-8 ELA Teachers and Paraprofessionals for the 2019-2020 School Year at North School	20-26
13.2.2	Ratify Agreement for Special Contract Services with Allyson Moore, Behavior Consultant, to Provide Mental Health Evaluations to Special Education Students for the 2019-2020 School Year	27-30
13.2.3	Ratify Staffing and Placement Agreement with BMR Health Services Inc. for the 2019-2020 School Year	31-38
13.2.4	Ratify Agreement for Special Contract Services with Building Connections Behavioral Health, Inc. as required for Confidential Settlement Agreement and Release (OAH Case No. 2019030224)	39-42
13.2.5	Ratify Individual Services Agreement (ISA) for Nonpublic, Nonsectarian School Services with Devereux Texas Treatment Network (Separate Cover Item)	43
13.2.6	Ratify Master Contract (MC) for Nonpublic, Nonsectarian School Services with East Valley Education Center (Separate Cover Item)	44
13.2.7	Ratify Agreement for Special Contract Services with Dr. Kristin Gross for Independent Educational Evaluation/Psycho-Educational Assessment	45-48
13.2.8	Ratify Agreement for Special Contract Services with Nova Health Therapies, Inc. for Speech Services	49-52
13.2.9	Ratify Master Contract for Point Quest Education (PQ), NPS for the 2019-2020 School Year (Separate Cover Item)	53
13.2.10	Ratify Agreement for Special Contract Services with PresenceLearning to Provide Live Online Speech and Language Pathology Services and Assessments for the 2019-2020 School Year	54-61
13.2.11	Ratify Client Services Agreement between ProCare Therapy and the District to Provide Speech and Language and Sign Language Interpreter Services for the 2019-2020 School Year	62-67
13.2.12	Ratify Agreement for Special Contract Services with Psyched Services for Psych Services for the 2019-2020 School Year	68-71
13.2.13	Ratify Agreement for Special Contract Services with Rick Bledsoe, ATP for Assistive Technology Assessment for the 2019-2020 School Year	72-75
13.2.14	Ratify Master Contract for Sierra Vista Child & Family Services, NPS for the 2018-2019 School Year (Separate Cover Item)	76
13.2.15	Ratify Master Contract with Sierra Vista Child & Family Services, NPS for the 2019-2020 School Year (Separate Cover Item)	77
13.2.16	Ratify Master Contract with Spectrum Center, Inc. NPS for the 2019-2020 School Year (Separate Cover Item)	78

13.2.17	Ratify Agreement between The Speech Pathology Group, Inc. and the District to provide Speech Services for the 2019-2020 School Year (Separate Cover Item)	79
13.2.18	Ratify Master Contract for Stockton Educational (SEC) Center, NPS for the 2019-2020 School Year (Separate Cover Item)	80
13.2.19	Ratify Agreement for Special Contract Services with SUMA Kids, Inc. for Occupational Therapy services for the 2019-2020 School Year	81-84
13.2.20	Ratify Agreement for Special Contract Services with Valley Community Counseling for Licensed Marriage and Family Therapist Services for the 2019-2020 School Year	85-88
13.2.21	Approve Service Agreement with One Day At A Time (ODAT) to Provide Services to Staff and Students at West High School for the 2019-2020 School Year	89-94
13.2.22	Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending July 15, 2019	95-96
13.2.23	Ratify Agreement for Special Contract Services between TUSD and Houghton Mifflin Harcourt Publishing Company to Provide Read 180 Training for Teachers at Williams Middle School for the 2019-2020 School Year	97-100

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment	101-103
13.3.2	Approve Classified, Certificated, and/or Management Employment	104-112

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

14.1 Administrative & Business Services:

14.1.1	Adopt Resolution # 19-01, Authorizing and Defining Names to Sign Orders on School District Funds	113-114
Action:	Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __	

14.2 Educational Services: None

14.3 Human Resources:

14.3.1	Acknowledge Administrative Regulations 4127 and 4227 to Be Compliant with Legislation Requirements (First Reading)	115-128
Action:	Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __	
14.3.2	Approve Variable Term Waiver for Nicholas Harold Langer – Speech Language Pathology	129-130
Action:	Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __	
14.3.3	Approve Resolution No. 19-02 Authorizing Teachers to Teach Outside Their Credential Authorization	131-133
Action:	Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __	
14.3.4	Adopt Resolution 19-03, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds	134-135
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 27, 2019
 - 17.2 September 10, 2019
 - 17.3 September 24, 2019
 - 17.4 October 8, 2019
 - 17.5 October 22, 2019
18. **Upcoming Events:**
 - 18.1 September 2, 2019: No School, Labor Day
 - 18.2 October 21, 2019: No School, Parent/Teacher Conferences
 - 18.3 November 11, 2019: No School: Veterans Day
 - 18.4 November 25-29, 2019: No School: Thanksgiving Week Break
 - 18.5 December 23, 2019 - January 3, 2020: No School: Winter 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 25, 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 (absent), T. Jalique, C. Goodall, B. Etcheverry
- 7:01 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 Approve Resignation Agreement and Release of All Claims #UCL 328
Action: Approved. **Vote:** Yes-7; No-0.
6b Report Out of Action Taken on Release Probationary Classified Employees #UCL-329 Clerk Typist II
Action: **Vote:** Yes-7; No-0.
- Minutes:** Approve Regular Minutes of June 11, 2019
Vote: Pekari, Souza. **Vote:** Yes-7; No-0.
- Employees Present:** J. Nott; A. Gossett
- Press:** None.
- Visitors Present:** L. Valadez, K. Asuncion, N. Tran
- Student Rep Reports:** None.
- Recognition & Presentations:** 9.1 None.
- Information & Discussion Items:** 10.1 **Administrative & Business Services:** None.
- Hearing of Delegations** 11. Nathaniel Tran, chairman of Tracy Young Democrats talked about global warming and the threat to the future of his generation. The Tracy Young Dems are putting together a sustainability plan to reduce water and increase energy, without taxpayers' money. He invited the board to be an audience in the planning of this endeavor.
- Jacqui Nott, TEA President, thanked the superintendent and board for a great year. She appreciates the teamwork.

Dan Arriola commented that the City of Tracy recognized the LGBT month by passing a resolution. They will be flying the LGBT flag over city hall and invited everyone to attend on Friday to come and join city staff and community. In past TUSD has been receptive LGBT and provided sensitivity training by working with the high schools to make sure students felt supported. The flag will be raised this Friday at 8:00 a.m.

Public Hearing:

12.1 Administrative & Business Services: None.

Consent Items:

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

Action: Costa, 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

13.2 Educational Services:

13.2.1 Approve the Spring 2019 Consolidated Application for the Tracy Unified School District

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

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

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)

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

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

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

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

- 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
- 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
- 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
- 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
- 13.2.13 Approve Agreement for Special Contract Services between Nancy Fetzer Literacy Connections, Inc. and North School for the 2019-2020 School Year
- 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
- 13.2.15 Approve Agreement for Special Contract Services with the San Joaquin County Office of Education- California Preschool Instructional Network (CPIN)
- 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
- 13.2.17 Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Bayhill High School (Separate Cover Item)
- 13.2.18 Ratify Agreement for Special Contract Services with D. Kim Setliff for Independent Educational Evaluation/Speech Assessment
- 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
- 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
- 13.2.21 Approve Specialized Grant Funding for the 2019-2020 Agriculture Incentive Grant for West High School
- 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
- 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
- 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
- 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

13.2.26 Approve Master Contract for Nonpublic, Nonsectarian School/Agency Services with Therapeutic Pathways, Inc. (Separate Cover Item)

13.3 Human Resources:

13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees

13.3.2 Approve Classified, Certificated and/or Management Employment

Action Items:

14.1 Administrative & Business Services:

14.1.1 Approve the LCAP Parent Budget Overview, Local Control Accountability Plan (LCAP) for the 2019-2020 School Year (Separate Cover Item)

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

14.1.2 Approve the 2019-20 LCAP Federal Addendum (Separate Cover Item)

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

14.1.3 Adopt the 2019-20 Annual School District Budget (Separate Cover Item)

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

14.1.4 Approve Contract with Handle With Care for Classified Employee Security Training

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

14.1.5 Acknowledge Receipt of Administrative Regulation 1330.1 Community Rental of School District Facilities (Second Reading, Intent to Adopt) (Separate Cover Item)

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

14.1.6 Adopt Revised Board Policy (BP) and Administrative Regulation (AR) 5030 Student Wellness (Second Reading, Intent to Adopt)

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

14.1.7 Adopt Resolution No. 18-24 Authorizing the Governing Board to Delegate Powers to the Associate Superintendent for Business Services

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

14.1.8 Authorize Associate Superintendent for Business Services to Enter into an Agreement for Uniform/Linen Services (Separate Cover Item)

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

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)

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

14.2.2 Approve the School Readiness Parent Handbook for the 2019-2020 School Year (Separate Cover Item)

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

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

- Action:** Souza, Costa. **Vote:** Yes-7; No-0.
- 14.3.2** Approve Agreement with Stanislaus County Office of Education for Administrators Working to Obtain Their Clear Administrative Credential
- Action:** Souza, Kaur. **Vote:** Yes-7; No-0.
- 14.3.3** Approve Declaration for a Provisional Internship Permit
- Action:** Alexander, Souza. **Vote:** Yes-7; No-0.
- 14.3.4** Approve a Variable Term Waiver for Karyn Lipman – Certificate of Completion of Staff Development (SDAIE)
- Action:** Silcox., Pekari. **Vote:** Yes-7; No-0.

Board Reports:

Trustee Silcox commented that a student that he coached as a sophomore was on the edge of gang activity. He attended the Discovery academy and it changed his life. He wants to start new. It did a lot for him. Trustee Souza thanked everyone for being here. It's been an exciting school year for her. This Saturday is the special needs pageant, Crowns and Cases. About 20-25 of special needs students including TUSD students are participating. She and Brian Pekari will be hosting at The Grand from 6:00-8:00. It is a free event. Trustee Kaur invited everyone to attend the Youth Leadership Academy on July 10th and 11th through the D/As office. She will be arranging a mock trial. Last year 5 students from TUSD participated. Trustee Alexander attended a forum with the city manager to select a police chief. He also attended a kickoff for Nancy Young's campaign for mayor. Yesterday he was invited by The East Bay Oakland Housing Authority to support them. They have been campaigning at the state capitol and have been lobbying to get shelter for low income housing. Trustee Costa commended the teachers from Stein that work with our special needs students. She saw them while they were on a field trip to the Ace Hardware nursery. They took time to explain various plants to them. She thanked the teachers and Ace Hardware. Trustee Pekari attended the summer bridge program. He commended Julie and her team for their awesome work. It is very impressive and helps prepare our students coming from 8th grade into high school. We receive generous donations from community members and businesses throughout the year. Tonight, the Lawrence Livermore Lab has donated to our stem program. He thanked everyone who has donated. The Crowns and Cases special needs pageant is on Saturday from 6:00-8:00 p.m. It is a great event and fun to see the excitement of the students involved. Trustee Abercrombie is looking forward to continuing on in August. He thanked everyone.

Superintendent Report:

Dr. Stephens our summer bridge program continues to grow and is very impactful for students. Thank you to the staff. We served a lot of students in summer school. The state does not fund summer school. Ms. Stocking has taken a lead in funding issues for us. He thanked Jacqui Nott for an outstanding year between the district and TEA. He looks forward to a bright future. He also thanked the board. We have no meetings in July. The next meeting is August 13th.

Adjourn: 7:23 pm

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: July 31, 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
August 13, 2019
SUMMARY OF SERVICES

A. Vendor: San Joaquin County Office of Education
Site: District-wide
Item: Three (3) Year Agreement (Expires June 30, 2022)
Services: SJCOE will provide participating Districts explosive detection canine services through Kontraband Interdiction & Detection Services (KIDS) for a combined total of 100 hours per fiscal year.
Cost: Cost is based on District participation, <\$3,000.00. Additional fees are accrued in the event the participating Districts cumulative service hours exceed 100 hours per fiscal year at a rate of \$300.00 for the first hour of each call and \$100.00 per hour thereafter.
Project Funding: General Fund

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

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

D. Vendor: Schindler Elevator Corporation
Site: District-wide
Item: Service Agreement
Services: Maintenance agreement, repairs and emergency communication monitoring for the passenger elevators at West High School, Tracy High School, Kimball High School, and South West Park Elementary.
Cost: <\$20,000.00
Project Funding: Environmental Compliance

E. Vendor: Hankin Specialty Elevator
Site: District-wide
Item: Service Agreement
Services: Maintenance and servicing of the Districts twelve wheelchair lifts, to include state inspections and repairs when applicable.
Cost: <\$9,500.00
Project Funding: Environmental Compliance

F. Vendor: Fagen Freidman & Fulfrost LLP
Site: Special Education Department
Item: Agreement for Legal Services
Services: Firm will provide specialized on-site training and workshops to special education and general education staff.
Cost: \$195.00-\$225.00/hr. (Associates), \$240.00-\$275.00/hr. (Partners), \$115.00-\$145.00/hr (Paralegal/Law Clerk), \$165.00/hr. Education Consultant
Project Funding: Special Education/Legal Services

G. Vendor: NorCal Fire
Site: Kimball, West and Tracy High Schools, Williams and Monte Vista Middle School
Item: Contract
Services: NorCal Fire will service the ansul systems and clean the hoods in the cooking kitchens throughout the District.
Cost: <\$12,000.00
Project Funding: Food Service Fund 13

H. Vendor: San Joaquin County Office of Education
Site: George Kelly School, Art Freiler School, Monte Vista Middle School and Williams Middle School
Item: Agreement
Services: The 2019-2020 San Joaquin Outdoor Education Program (Science Camp) includes 5 days/4 nights lodging, 12 meals, program supplies, training naturalists and transportation
Cost: \$325.00 per student
Project Funding: School Fundraising

I. Vendor: F & A Pizza, dba Domino's Pizza
Site: District-wide
Item: Purchase Order
Services: On July 22, 2019 Domino's Pizza, dba TDI Success, Inc. was sold to F&A Pizza, dba Domino's Pizza. We would like to allow F&A Pizza to fulfill the bid contract for Cooked Fresh Pizza for the 2019-2020 school year.
Cost: <\$200,000.00
Project Funding: Food Services Fund 13

J. Vendor: Johnson Controls
Site: District-wide
Item: Agreement
Services: Conduct annual inspection of fire sprinkler systems and fire hydrant systems per NFPA 25. Repair and service to sprinkler risers and hydrants based on deficiencies found during inspections.
Cost: <\$75,000.00
Project Funding: Environmental Compliance

K. Vendor: San Joaquin County Office of Education and San Joaquin County Child Abuse Prevention Council, Inc. (Head Start)
Site: McKinley Elementary School
Item: Amendment to License Agreement - Ratify
Services: Renewal of existing license agreement to utilize property adjacent to the SJCOE Preschool building for the Head Start program. Agreement includes, right to use existing playground equipment/play fields.
Cost: \$1.00 per year
Project Funding: Unrestricted General Fund

L. Vendor: San Joaquin County Office of Education and San Joaquin County Child Abuse Prevention Council, Inc. (Head Start)
Site: North School
Item: Amendment to License Agreement - Ratify
Services: Renewal of existing license agreement to utilize property adjacent to the SJCOE Preschool building for the Head Start program. Agreement includes, right to use existing playground equipment/play fields.
Cost: \$1.00 per year
Project Funding: Unrestricted General Fund

M. Vendor: RJ, Inc. dba RJ Commercial Flooring Company
Site: Hirsch Elementary School
Item: Proposal - Ratify
Services: Contractor to furnish and install new carpet tile and rubber cove base in Rooms 24, 25, 28 and 29 and replace the current VCT with carpet tile in Rooms 24 and 25.
Cost: \$26,186.00
Project Funding: Maintenance Fund

N. Vendor: Cal Coating Asphalt, Inc.
Site: Kimball High School
Item: Change Order #1 - Ratify
Services: Repairs of the tennis courts on campus; which includes, patching the cracks with asphalt and elastomeric tennis court patching material and repainting the repaired areas.
Cost: \$4,362.00
Project Funding: Unrestricted General Fund/Deferred Maintenance

O. Vendor: Opening Technologies, Inc.
Site: West High School
Item: Change Order #1 - Ratify
Services: Scope of work documented on the change order summary.
Cost: (\$45,509.00)
Project Funding: Unrestricted General Fund/Deferred Maintenance

P. Vendor: Opening Technologies, Inc.
Site: West High School
Item: Change Order #2 - Ratify
Services: Scope of work documented on the change order summary.
Cost: \$20,330.00
Project Funding: Unrestricted General Fund/Deferred Maintenance

Q. Vendor: Opening Technologies, Inc.
Site: West High School
Item: Notice of Completion - Ratify
Services: Contractor removed old door hardware and installed new hardware and keying at West High School.
Cost: \$394,312.00 Change Orders: -\$25,179.00 Final Contract: \$369,133.00
Project Funding: Unrestricted General Fund/Deferred Maintenance

R. Vendor: Airteks, Inc.
Site: DEC, ISET & IMC
Item: Change Order #3 - Ratify
Services: Deduct one (1) Toshiba VFD for AC-10 that was not installed.
Cost: (\$2,798.98)
Project Funding: Unrestricted General Fund/Deferred Maintenance

S. Vendor: Airteks, Inc.
Site: DEC, ISET & IMC
Item: Notice of Completion - Ratify
Services: Contractor to removed existing mechanical controls and replaced with Pelican / Pearl controls for a complete functioning energy management system.
Cost: \$99,998.33 Change Orders: \$1,891.52 Final Contract: \$101,889.85
Project Funding: Unrestricted General Fund/Deferred Maintenance

T. Vendor: R.A. Jones Construction
Site: Jacobson and Poet-Christian Schools
Item: Notice of Completion - Ratify
Services: Contractor removed carpeting below wood trim in the multi-purpose rooms and replaced with fiber reinforced laminate (FRL).
Cost: \$67,785.00 Change Orders: \$0.00 Final Contract: \$67,785.00
Project Funding: Unrestricted General Fund/Deferred Maintenance

U. Vendor: Dryco Construction, Inc.
Site: West High School
Item: Notice of Completion - Ratify
Services: Contractor demolished and removed existing concrete and replaced with new concrete and truncated domes, signage, striping and asphalt to create ADA accessible pathway from West High School Stadium to W. Lowell Avenue.
Cost: \$59,961.00 Change Orders: \$0.00 Final Contract: \$59,961.00
Project Funding: Unrestricted General Fund/Deferred Maintenance



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: July 3, 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 High School:

1. Tracy Unified School District/Tracy High School: From the Tracy Breakfast Lions for the amount of \$500.00 (ck. #1206). This donation will benefit Tracy High School's girls basketball teams.
2. Tracy Unified School District/Tracy High School: From Rubenstein Supply Company for the amount of \$700.00 (ck. #273492). This donation will benefit Tracy High Schools athletic program.
3. Tracy Unified School District/Tracy High School: From CBS Television Stations for the amount of \$500.00 (ck. #1001115538). This donation will benefit Tracy High Schools athletic program.

Villalovoz Elementary School:

1. Tracy Unified School District/Villalovoz Elementary School: From the Villalovoz Parent Faculty Club for the amount of \$1,200.00 (ck. #1688). This donation will be used to supply the teachers rooms with paper, paint and miscellaneous supplies.

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

FUNDING: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and

identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: June 24, 2019
SUBJECT: **Approve Out of State Travel for Driver Trainer/Dispatch and Bus Mechanic to Attend the School Transportation News (STN) Expo in Reno, NV on July 26-31, 2019**

BACKGROUND: School Transportation News (STN) Expo is holding its annual conference in Reno, NV which is provided to school bus transportation professionals. There will be educational sessions with various topics. STN's mission is to strengthen the impact of home-to-school transportation.

RATIONALE: The educational sessions will vary in topics including School Bus Safety, Security and Emergency Preparedness, NHTSA Child Passenger Safety Restraint Training, National School Bus Inspection Training Program, Dispatcher Training, Implementing School Bus Technology, Selecting and Using Air Conditioning Maintenance Programs and Understanding & Maintaining Brake Systems.

FUNDING: The estimated cost for this conference for Nina Griffith, Driver/Trainer Dispatcher, is \$1502.55 and the estimated cost for Alex Kellogg, Mechanic, is \$1502.55. The estimated cost includes registration, lodging, transportation and meals. The cost for this conference will be paid out of TUSD Transportation.

RECOMMENDATION: Approve Out of State Travel for Driver/Trainer Dispatcher and Mechanic to Attend the School Transportation News (STN) Expo in Reno, NV on July 26-31, 2019.

Prepared by: Anthony Flores, Director of Maintenance, Operations and Transportation.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 13, 2019
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year**

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

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

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

RECOMMENDATION: Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year.

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



2019/2020 School-Connected Organization/ Booster Clubs

Organization	Status	Current Reviewed Bank Statements
Bohn PTO	<i>Recommended for Approval</i>	
Homefield Advantange Athletic Booster Club	<i>Recommended for Approval</i>	
Kimball High School PSTA	<i>Recommended for Approval</i>	
South/West Park Parent Club	<i>Recommended for Approval</i>	
Tracy High Football Booster Club	<i>Recommended for Approval</i>	
Tracy High Volleyball Booster Club	<i>Recommended for Approval</i>	
Villalovoz PFC	<i>Recommended for Approval</i>	
West High Science Boosters	<i>Recommended for Approval</i>	

Revised 8/1/2019



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Brian Stephens, Superintendent
DATE: August 5, 2019
SUBJECT: Approve 2019-2020 Designation of CIF Representatives to League

BACKGROUND: Each year, the California Interscholastic Federation requires the district to designate the names of the league representatives to make sure that the league representatives are designated by the school district governing board.

RATIONALE: It is a legal requirement that league representatives be so designated. If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices with the required time frame, CIF is required to suspend voting privileges for the affected schools. Our designated representatives are listed on the attachment.

FUNDING: N/A

RECOMMENDATION: Approve 2019-2020 Designation of CIF Representatives to League.

Prepared by: Dr. Brian Stephens, Superintendent.

2019-2020 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE)** no later than June 28, 2019.

TRACY UNIFIED School District/Governing Board at its 8.13.19 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2019-2020 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES


NAME OF SCHOOL WEST HIGH SCHOOL
NAME OF REPRESENTATIVE ZACHARY BOSWELL POSITION PRINCIPAL
ADDRESS 1987 W. LOWELL AVE CITY TRACY ZIP 95376
PHONE 209-830-3370 FAX 209-830-3371 E-MAIL zboswell@tusd.net

NAME OF SCHOOL WEST HIGH SCHOOL
NAME OF REPRESENTATIVE STEVE ANASTASIO POSITION ATHLETIC DIRECTOR
ADDRESS 1987 W. LOWELL AVE CITY TRACY ZIP 95376
PHONE 209.830-3370 FAX 209.830-3371 E-MAIL sanastasio@tusd.net

NAME OF SCHOOL TRACY HIGH SCHOOL
NAME OF REPRESENTATIVE JASON NOLL POSITION PRINCIPAL
ADDRESS 315 E. 11TH STRTEET CITY TRACY ZIP 95376
PHONE 209.830-3360 FAX 209.830-3361 E-MAIL jnoll@tusd.net

NAME OF SCHOOL TRACY HIGH SCHOOL
NAME OF REPRESENTATIVE GARY HENDERSON POSITION ATHLETIC DIRECTOR
ADDRESS 315 E. 11th street CITY TRACY ZIP 95376
PHONE 209.830-3360 FAX 209.830-3361 E-MAIL ghenderson@tusd.net

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Brian Stephens Signature 
Address 1875 W. Lowell Ave City Tracy Zip 95376
Phone 209.830-3201 Fax 209.830.3204

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

2019-2020 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE)** no later than June 28, 2019.

TRACY UNIFIED School District/Governing Board at its 8.13.19 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2019-2020 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES


NAME OF SCHOOL KIMBALL HIGH SCHOOL
NAME OF REPRESENTATIVE BEN KELLER POSITION PRINCIPAL
ADDRESS 3200 Jaguar Run CITY TRACY ZIP 95376
PHONE 209.832-6600 FAX 209.832-6601 E-MAIL bkeller@tusd.net

NAME OF SCHOOL KIMBALL HIGH SCHOOL
NAME OF REPRESENTATIVE BEN TROMBLEY POSITION ATHLETIC DIRECTOR
ADDRESS 3200 JAGUAR RUN CITY TRACY ZIP 95376
PHONE 209.832-6600 FAX 209.830-6601 E-MAIL btrombley@tusd.net

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Brian Stephens Signature 
Address 1875 W. Lowell Ave City Tracy Zip 95376
Phone _____ Fax _____

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: August 2, 2019
SUBJECT: **Ratify Agreement between Tracy Unified School District and California State University, Stanislaus for the Great Valley Writing Project to Provide Professional Development to grade 4-8 ELA Teachers and Paraprofessionals for the 2019-2020 School Year at North School**

BACKGROUND: The California English Language Arts Standards require a shift to teaching more nonfiction and using text sets combining related fiction and nonfiction materials, to prepare students for the reading and writing demands of college and career. Topics to be explored: Practicing strategies for both critical reading and analytical writing, implementing literacy skills mandated by the CCSS, approaching writing tasks with confidence, adapting writing to learn approaches to teaching instruction, implementing lesson studies. A teacher-consultant from the Great Valley Writing Project (GVWP) Carla Hanson will focus on literacy strategies and implementing lesson studies with 4th-8th grade teachers and paraprofessionals. GVWP Teacher Consultant Carla Hanson and GVWP Teacher Consultant Carol Minner will collaborate to create content, plan and present literacy strategies and facilitate lesson study protocols with teachers. This agenda item needs to be ratified due to a change in site administration over the summer.

RATIONALE: The CCSS-ELA are high quality, college- and career-ready standards that require new and innovative teaching strategies to implement rigorous reading and writing lessons. The GVWP teacher-consultants will share teaching strategies and materials using district resources for creating effective and rigorous ELA lessons. This Agenda item meets District Strategic Goal # 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers, and District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The program will be paid out of Title 1 and Targeted EL not to exceed \$13,418.00.

RECOMMENDATION: Ratify Agreement between Tracy Unified School District and California State University, for the Great Valley Writing Project to Provide Professional Development to grade 4-8 ELA Teachers and Paraprofessionals for the 2019-2020 School Year at North School.

Prepared by: Jose Jimenez, Principal, North School.

**Agreement between Tracy Unified School District
and California State University, Stanislaus (Stanislaus State)**

This Agreement is entered into this day 1st day of August, 2019 between California State University, Stanislaus referred to as "Stanislaus State" and Tracy Joint Unified School District, referred to as "TUSD".

WHEREAS, Stanislaus State and the Great Valley Writing Project shall be responsible for the oversight and implementation of the professional development program for North Elementary School.

THEREFORE the parties mutually agree as follows:

PERIOD OF PERFORMANCE

The period of performance begins August 1, 2019 ("Beginning Date") and shall not extend beyond May 31, 2020 ("Ending Date"). Stanislaus State is not obligated to continue work or provide services and TUSD is not obligated to compensate Stanislaus State for expenses incurred or commitments made before the Beginning Date or after the Ending Date.

STATEMENT OF WORK

Stanislaus State agrees to provide the necessary personnel, facilities, equipment, materials, and data to perform the Scope of Work in accordance with its proposal, which is incorporated into this Agreement as Exhibit A.

COST

In consideration for the work to be performed, TUSD agrees to pay Stanislaus State the following firm fixed price of \$13,418.

INVOICING

Upon final execution of this contract, Stanislaus State shall immediately invoice for the total amount to:

Jose Jimenez
North Elementary School
2875 Holly Ave.
Tracy, CA 95376
jjimenez@tusd.net

NOTICES

All notices required to be given by either party to the other party shall be made in writing. Notices shall be effective upon their receipt. Notice to each party shall be addressed to the appropriate party as listed in Exhibit C.

INDEMNIFICATION

TUSD agrees to indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, California State University, Stanislaus and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from TUSD's performance of this Contract.

California State University, Stanislaus agrees to indemnify, defend, and hold harmless TUSD and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection

with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from California State University, Stanislaus performance of this Contract.

INSURANCE

Stanislaus State will carry Commercial General Liability in the amount of One Million Dollars (\$1,000,000) combined single-limit per occurrence and General Liability Aggregate in the amount of Two Million Dollars (\$2,000,000) with endorsement. Stanislaus State will carry State Statute Workers' Compensation coverage. Stanislaus State's officers, directors, employees, agents and volunteers shall be covered under one or more of these policies as appropriate.

Tracy Unified School District (1875 W. Lowell Avenue, Tracy, CA 95376) shall be named as an 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.

The coverage shall be primary and non-contributory, with respect to general liability with waiver of subrogation for workers compensation.

The additional insured endorsement will indicate the effective date, policy number, and the name of the insurance carrier.

AMENDMENTS

Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

TERMINATION

Either party has the right to terminate this agreement for any reason by giving thirty (30) days written notice of intent to terminate. Upon receipt of such notification, Stanislaus State shall cease incurring costs under this Agreement and take action to cancel all outstanding obligations.

Stanislaus State will be reimbursed for all expenses incurred in accordance with Exhibit B, and any reasonable non-cancelable obligations, up to the maximum reimbursement amount. Upon payment of such costs, TUSD shall be entitled to, and Stanislaus State agrees to deliver, all data, reports, information, and deliverables which Stanislaus State has generated through the date of termination.

In the event that Stanislaus State commits any breach of or defaults on any of the terms or conditions of this Agreement, and also fails to remedy such default or breach within ten (10) days of receipt of written notice thereof from TUSD, TUSD may, at its option and in addition to any other remedies which it may have at law or in equity, terminate the whole or any part of this Agreement, and such termination shall be effective on the date of Stanislaus State's receipt of such written notice.

DISPUTES

Any dispute arising under or resulting from this Agreement that is not resolved within 60 days by mutual agreement shall be brought to the attention of the parties authorized representatives for resolution. If the informal dispute resolution process is unsuccessful, the parties may pursue all remedies not inconsistent with this Agreement.

CONFIDENTIALITY

Stanislaus State and TUSD shall maintain the privacy of personal information and protected data as confidential information. Confidential information shall not be used, disclosed or released without full compliance with applicable state and federal privacy laws, and this Agreement.

COMPLIANCE WITH THE LAW

Stanislaus State shall comply with all applicable federal, California state and local laws, regulations and other requirements.

CERTIFICATIONS

By accepting this contract with California State University, Stanislaus, Tracy Unified School District certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or Agency.

IN WITNESS WHEREOF, this agreement contains the entire agreement between both parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this agreement shall be binding. This agreement may not be changed except by mutual agreement of the parties reduced to writing and signed.

Tracy Unified School District

California State University, Stanislaus:

Juliana Stocking
Director of Alternative Programs

Darrell Haydon, Ed.D.
Vice President for Business and Finance

N/A
Signature Date

Darrell Haydon 7/22/19
Signature Date

Kimberly Greer, Ph.D.
Provost and Vice President for Academic Affairs

Cassy Goodell
Cassy J. Goodell
Associate Superintendent
for Business Services

Kimberly Greer 7-22-19
Signature Date

Exhibit A

2019-2020 Scope of Work

Implementing Approaches to Meet CA English Language Arts and English Language Development Standards--

A Great Valley Writing Project professional development program for North Elementary School in Tracy Joint Unified School District focused on English Language Arts literacy strategies and implementing writing strategies with 4-8th grade teachers and paraprofessionals.

Carol Minner, Director Great Valley Writing Project will:

- Collaborate with North School Principal to set logistics and content of professional learning focused on literacy strategies aligned with California Standards and implementing writing strategies with 4-8th grade teachers.
- Create scope of work and budget
- Coordinate with GVWP teacher consultants to create content for professional learning sessions for up to 20 teachers and paraprofessionals.

GVWP Teacher Consultants to collaborate with Carol Minner to create, plan and present literacy strategies on seven early-release Mondays, facilitate and debrief four days of lesson studies for teams of 5-8th grade teachers, and provide two days of coaching for new teachers.

Camille Harp, Student Assistant will provide clerical support for the director and GVWP teacher leaders and create financial documents and contracts in accordance with CSU Stanislaus protocol.

Dates: August 1, 2019- May 31, 2020

Times: Early-release Mondays 2:15-4:30 p.m.; Wed. classroom demonstration days 8 a.m. - 3:30 p.m.

Location: North School, Tracy Joint Unified School District Tracy, CA 95376

Topics to be Explored:

- Developing a common language for writing instruction
- Becoming familiar with traits of good writing
- Connecting reading curriculum with writing opportunities
- Building a community of writers in classrooms with teachers serving as writing models
- Empowering students to write for and to audiences outside of classroom

TUSD Contacts:

Jose Jimenez
North Elementary School
2875 Holly Ave.
Tracy, CA 95376
jjimenez@tusd.net

Exhibit B

Dates: Aug.1, 2019- May 31, 2020

Carol Minner, Director/Coordinator	10 days @ \$225	\$ 2,250
Teacher Consultants		
7 prep days (for 7 Monday afternoons) @ \$350 per day		\$ 2,450
8 prep days (for 4 Classroom Demonstration Days) @ \$350 per planning day		\$ 2,800
4 prep days (for 2 days coaching new teachers) @ \$350 per day		\$ 1,400
Student Assistant		
80 hours x \$12		\$ 960
Salaries/Stipends		\$ 9,860
Benefits (calculated at 4.45%)		\$ 439
Total Salary		\$10,299
Instructional Materials, supplies, copies		\$ 100
Sub costs		\$ 1,800
Sub Total		\$12,199
CSU Indirect (10%)		\$ 1,219
Total Contract Charges		\$13,418

**Exhibit C
Agreement Contacts**

University Contacts	Agency Contacts
Administrative Contact Name: Joyce Bell Director, ORSP Address: CSU Stanislaus One University Circle Turlock, CA 95382 Telephone: (209) 667-3784 Fax: (209) 664-7048 Email: jbell6@csustan.edu	Administrative Contact Name: Jose Jimenez Principal, North School Address: North Elementary School 2875 Holly Dr. Tracy, CA 95376 Telephone: 209.830.3350 Fax: Email: jjimenez@tUSD.net
Principal Investigator Name: Oddmund Myhre Dean College of Education Address: CSU Stanislaus One University Circle Turlock, CA 95382 Telephone: (209) 667-3652 Fax: Email: omyhre@csustan.edu Project Director: Carol Minner	Principal Investigator Name: Jose Jimenez Principal, North Elementary School Address: North Elementary School 2875 Holly Dr. Tracy, CA 95376 Telephone: 209.830.3350 Fax: Email: jjimenez@tUSD.net
Financial Contact Name: Trish Hendrix Manager, Post Award Grants Address: CSU Stanislaus One University Circle Turlock, CA 95382 Telephone: (209) 667-3979 Fax: (209) 667-3076 Email: phendrix@csustan.edu	Financial Contact Name: Casey Goodall, Associate Superintendent of Business Services Address: 1875 W. Lowell Avenue Tracy, CA Telephone: (209) 830.3230 Fax: (209) 830.3269 Email: cgoodall@tUSD.net
Authorized Official Name: Dr. Kimberly Greer Provost and VP Academic Affairs Address: CSU Stanislaus One University Circle Turlock, CA 95382 Telephone: (209) 667-3203 Fax: (209) 664-7003 Email: kgreer@csustan.edu	Authorized Official Name: Casey Goodall, Associate Superintendent of Business Services Address: 1875 W. Lowell Avenue Tracy, CA Telephone: (209) 830.3230 Fax: (209) 830.3269 Email: cgoodall@tUSD.net



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 21, 2019
SUBJECT: **Ratify Agreement for Special Contract Services with Allyson Moore, Behavior Consultant, to Provide Mental Health Evaluations to Special Education Students for the 2019-2020 School Year**

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

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

FUNDING: Expenses for this contract are billed at \$130.00 per hour. Total contract expenses will not exceed a total of \$31,000.00 for the fiscal year beginning July 1, 2019 and ending June 30, 2020. Funding for Mental Health expenses are budgeted in account #01-6512-0-5750-1110-4300-810-2542.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Allyson Moore, Behavior Consultant, to Provide Mental Health Evaluations to Special Education Students for the 2019-2020 School Year.

Prepared by: Christopher Crone, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide mental health evaluations as an LMFT (Licensed Marriage and Family Therapist) and concurrent BCBA (Board Certified Behavior Analyst) related to emotional needs for students and family.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 30 hours per month () [] **HOURS** | | **DAYS**, under the terms of this agreement at the following location any and all TUSD school sites.

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

- a. District shall pay \$\$130.00 per [] **HOUR** | | **DAY** | | **FLAT RATE**, not to exceed a total of \$31,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on July 1, 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 delivered by certified mail, return receipt requested.

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

 Consultant/self
Contractor Signature Title

30-0658288

IRS Identification Number

Consultant

Title

PO Box 189

Address

Mill Valley, CA 94942-0189

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: July 19, 2019
SUBJECT: Ratify Staffing and Placement Agreement with BMR Health Services Inc. for the 2019-2020 School Year

BACKGROUND: Board approval is requested to contract for special education support from outside service providers. The Special Education Department would like to contract with BMR Health Services, Inc. for speech services in accordance with student Individual Education Plans (IEPs). Ratification is necessary in order to stay in compliance with legal IEP timelines.

RATIONALE: A school district must provide designated instructional services in order for children with disabilities to make progress towards the general education curriculum. Speech therapy is one of these designated instructional services. At this time, the District does not have enough speech therapists to meet the needs in the District. This request supports District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social and emotional potential.

FUNDING: Expenses for this contract are billed at \$90.00 per hour. The district is expecting a need of 40 hours per week. Total contract expenses will not exceed a total of \$820,800.00 for the fiscal year beginning August 1, 2019 and ending 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: Ratify Staffing and Placement Agreement with BMR Health Services Inc. for the 2019-2020 School Year.

Prepared by: Christopher Crone, Director of Special Education.



STAFFING AND PLACEMENT AGREEMENT

This Agreement ("Agreement") is entered into on August 1, 2019, between **BMR Health Services, Inc**("Provider"), with its principal place of business located at 7041 Koll center parkway Ste # 210, Pleasanton, CA – 94566 and **Tracy Unified School District**, with its principal place of business located at 1875 W. Lowell Ave. Tracy CA 95376 and shall be effective through August 1, 2020.

RECITALS

WHEREAS, Provider is engaged in the business of providing personnel for the performance of certain healthcare related services,

WHEREAS, Client wishes to retain Provider to provide personnel to Client in connection with the above mentioned services or services as set forth in Exhibit A (Statement of Work).

NOW, THEREFORE, Provider and Client agree as follows:

1. Scope of Services

Provider will provide personnel (the "Supplied Personnel") to perform the work (the "Work") described in Exhibit A for Client in accordance with the completion times set forth therein.

2. Price and Payment Terms

Client agrees to cooperate with Provider's reasonable requests with respect to the availability of personnel and to pay Provider for the services of the Supplied Personnel as set forth in Exhibit A.

3. Relation of Parties

A. The Supplied Personnel are employees of Provider or are subcontracted by the Provider, and Provider retains all responsibility related thereto, including but not limited to withholding and payment of any applicable local, state or federal taxes, and payment for Workers' Compensation protection. Provider will indemnify client against any claims made or brought by personnel, government or taxing authority relating to such payments or withholdings.

B. The performance by Provider of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein shall create or imply an agency relationship between Provider and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

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No:115, 01st Main, Siddapura, Whitefield
Bangalore, KA, India 560066
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4. Term and Termination

Unless terminated as provided herein, this Agreement will extend to and terminate upon completion of the Work as provided herein. Client may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination without cause, Client agrees to pay Provider for all of the Work performed up to the date of termination. Either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least thirty (30) days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.

5. Ownership of Intellectual Property

To the extent that Provider has received payment of compensation as provided in this Agreement, any work of authorship created in conjunction with the Work will be deemed a "commissioned work" and "work made for hire" to the greatest extent permitted by law and Client will be the sole owner of the Work and/or any works derived there from. To the extent that the Work is not properly characterized as "work made for hire," then Provider hereby irrevocably assigns to Client all right, title and interest in and to the Work (including but not limited to the copyright therein), and any and all ideas and information embodied therein, in perpetuity and throughout the world.

6. Confidential Information

A. Provider warrants that it has obligated the Supplied Personnel to abide by the terms of this Agreement related to the nondisclosure of confidential information. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Provider and will not be disclosed or used by Provider except to the extent that such disclosure or use is reasonably necessary to the performance of the Work.

B. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Provider and will not be disclosed or used by Provider except to the extent that such disclosure or use is reasonably necessary to the performance of Provider's duties and obligations under this Agreement.

C. These obligations of confidentiality will extend for a period of 12 months after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

7. Warranty and Disclaimer

Provider warrants that the Work will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards. This warranty is exclusive and is in lieu of all other warranties, whether express or implied, including any warranties of merchantability or fitness for a particular purpose

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and any oral or written representations, proposals or statements made on or prior to the effective date of this agreement.

8. Limitation of Remedies

Client's sole and exclusive remedy for any claim against Provider with respect to the quality of the Work will be the correction by Provider of any material defects or deficiencies therein, of which Client notifies Provider in writing within ninety (90) days after the completion of that portion of Provider's Work. In the absence of any such notice, the Work will be deemed satisfactory to and accepted by Client.

9. Limitation of Liability

In no event will Client be liable for any loss of profit or revenue by Provider, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Provider arising as a result of or related to the Work, whether in contract, tort or otherwise, even if Provider has advised of the possibility of such loss or damages. Provider further agrees that the total liability of Client for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Provider, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Client to Provider for the Work during the twelve (12) month period preceding the date the claim arises. Provider will indemnify and hold Client harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Client therein, arising out of or in conjunction with Provider's performance under or breach of this Agreement.

10. Solicitation/Hiring

During the period of this agreement and for Twelve (12) months thereafter, neither party shall directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor or former subcontractor of the other. The terms "former employee" and "former subcontractor" shall include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

11. Non Compete

During the period of this agreement and for Twelve (12) months thereafter, Client agrees not to contract either directly or indirectly with the employee or the subcontractor who provided services through the provider at the Facility of the Client.

12. Non-assignment

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, together with their respective legal representatives, successors and assigns, as permitted herein.

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13. Attorneys' Fees

The parties agree that if any of them ever have to begin or defend legal or other proceedings to enforce or interpret the terms of this Master Agreement, the prevailing party shall be entitled to recover any litigation expenses, including, without limitation, reasonable attorney's fees and costs.

14. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it shall be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

15. Force Majeure

Either party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay is caused by events or circumstances beyond the delayed party's reasonable control.

16. No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

17. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein

Compensation

As full compensation for the Services rendered pursuant to this Agreement, the Client will pay

Speech Language Pathologist (CFY's/SLP's)	-> \$85- 88 per hour
Bilingual Speech Language Pathologist (CFY's/SLP's)	-> \$85 - \$90 per hour
CSLPA (Certified Speech Language Assistant)	-> \$55 - \$65 per hour
Occupational Therapist	-> \$82 - \$85 per hour
COTA	-> \$50 - \$58 per hour
Physical Therapist	-> \$82 - \$88 per hour
PTA	-> \$55 - \$58 per hour

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School Psychologist	- > \$85 - \$95 per hour
School Nurses	- > \$60 - \$65 per hour
BCBA	- > \$90 - \$100 per hour

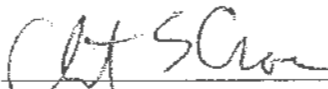
BMR Health Services employees will work a minimum of 8 hours per day with the exception of extended school year.

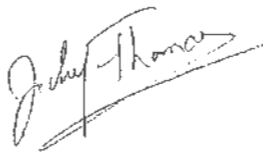
Payment Terms

Invoices will be submitted on a monthly basis by the Provider and the Client agrees to make the payment on the same in full within 30 days from the date of receipt of such invoice. All payments should be mailed to **BMR Health Services Inc, 7041 Koll center Parkway, Ste # 210, Pleasanton, CA - 94566**. A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Any Attorney fees, court cost, or other cost incurred in collection of delinquent accounts shall be paid by client.


Provided: Tracy Unified School District

Client: BMR Health Services Inc

By: 
 Name & Title: Chris Crone
 Dir. Of Special Education


 By: _____
 Name & Title: Jicky Thomas CEO

*The Per Diem and Hourly Rates for therapists will be increased by 3 % percent annually to incorporate a cost of living adjustment (COLA). The COLA increase will take effect each year on the anniversary of the Effective Date of the Agreement.


 Casey J. Goodale
 Associate Superintendent for Business Services

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EXHIBIT A: STATEMENT OF WORK

Statement of Work

The Statement of work is agreed upon by BMR health Services (provider) and Tracy Unified School district (Client) to provide staff to the district in case of vacancies. The number of needs can be increased based on the needs of the school district to include more positions or more types of professionals.

Provider agrees to provide a California State licensed Speech Language Pathologists, occupational & physical therapists (here after referred to as "SLP's", "OTs" & "PTs" to client as requested by client. Any SLPs, OTs & PTs provided will hold and maintain appropriate registration and licensure to practice in the state of California. Evidence of registration and licensure will be provided to client by provided upon commencement of therapist's services. Furthermore, all staff will be fingerprinted and have a valid tuberculous result as per EDUCATION CODE – EDC.

Providers SLPs, OTs, PTs & CFYs will provide therapy services in compliance with applicable state and federal regulations and in accordance with client's policies, procedures, rules and regulations. Client will inform provider and the SLPs, OTs, PTs & CFYs of client's policies, procedures, rules and regulations Client shall notify provider immediately of any SLPs, OTs, PTs and CFYs failure to comply with any state or federal regulations or of client's appropriate policies, procedures, rules and regulations

SLPs, OTs, PTs and CFYs shall have access to any records necessary to provide services required herein accordance with all applicable federal, state and local statutes, rules and regulations, as well as under HIPPA regulations and client's policies, procedures, rules and regulations

Exhibit A - Purchase Order

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Rate Structure 2019

1.1 Prospective Payment System: Effective Aug 1, 2019, SCHOOL DISTRICT agrees to compensate BMR Health Services, Inc as seen in "Table A" below pursuant to the Agreement between Tracy Unified School District and BMR Health Services, Inc. Tracy Unified School District further agrees to allow BMR Health Services to recruit for future needs of the district of within the category below based on the rates provided.

TYPE OF RESOURCES	MAXIMUM NUMBER OF RESOURCES	HOURLY RATE	HOURS PER DAY
SPEECH LANGUAGE PATHOLOGISTS	5	\$85-\$90	8

Provided: Tracy Unified School District

Client: BMR Health Services Inc.

By: *Chris Crone*
 Name & Title: Chris Crone
 Dir. Of Special Education

Jicky Thomas
 By: _____
 Name & Title: Jicky Thomas CEO

Cathy Goodell
 Cathy Goodell
 Associate Superintendent for Business Services

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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: July 26, 2019
SUBJECT: **Ratify Agreement for Special Contract Services with Building Connections Behavioral Health, Inc. as required for Confidential Settlement Agreement and Release (OAH Case No. 2019030224)**

BACKGROUND: Board approval is requested to contract for a full time 1:1 Registered Behavioral Technician (RBT) to be provided to Student during the school day, in addition to a Board Certified Behavior Analyst (“BCBA”) to provide supervision to the RBT and consultation to Student’s providers. The BCBA will also conduct a Functional Behavior Assessment (FBA) and, if appropriate, recommend a behavior intervention plan to Student’s IEP team. Ratification is necessary at this time to fulfill district responsibility to allow for agreed upon agency of parent’s choosing, so long as the NPA is properly certified and willing/able to contract with the District at a standard industry rate. The RBT and BCBA services will be provided to Student through October 4, 2020. Ratification is necessary in order to stay in compliance with the settlement agreement. 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.

RATIONALE: Parents/Student and District disagree regarding Student’s past, present, and prospective educational program and related special education issues. Parents and District chose to resolve their dispute to date through the term of a confidential settlement agreement.

FUNDING: The BCBA will provide services for a flat fee of \$3,000.00. The District shall pay \$45 per hour for the RBT services and \$125 per hour for BCBA supervision and consultation to Student’s providers. Total contract expenses shall not exceed \$83,200.00. 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 Building Connections Behavioral Health, Inc. as required for Confidential Settlement Agreement and Release (OAH Case No. 2019030224).

Prepared by: Christopher Crone, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Building Connections Behavioral Health, 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: Independent Educational Evaluation (IEE) FBA (1 student)
IEE will be performed in accordance with the San Joaquin County Special Education Local Plan Area (SELPA) Guidelines.
1:1 Registered Behavior Technician ("RBT") for daily behavior services for 1 student; BCBA (Supervision of RBT and Consultation with providers)
BCBA and RBT will hold monthly (60 minute consultation meetings with providers when school is in session); BCBA to supervise RBT for 5% of hours;
BCBA to conduct FBA and report for flat \$3,000 fee.

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 \$ \$45 (RBT), \$125 (BCBA) per | HOUR | | DAY | | FLAT RATE, not to exceed a total of \$ \$83,200. 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 6/7/2019, and shall terminate on 10/4/2020.

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:

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 30, 2019
SUBJECT: **Ratify Individual Services Agreement (ISA) for Nonpublic, Nonsectarian School Services with Devereux Texas Treatment Network**

BACKGROUND: Board approval is requested to contract for Non-Public School (NPS) placement for one student at Devereux Texas Treatment Network in League City Texas. The District’s Special Education administration would like to begin a contract with Devereux to provide the placement pursuant to the student’s IEP. Ratification is necessary at this time to remain compliant with that IEP.

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

FUNDING: Expenses for the 2018-2019 regular school year and related services will not exceed \$7,572.60. Expenses for the 2019-2020 school year will not exceed \$33,645.00. 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 Individual Services Agreement (ISA) for Nonpublic, Nonsectarian School Services with Devereux Texas Treatment Network.

Prepared by: Christopher Crone, Director of Special Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 30, 2019
SUBJECT: **Ratify Master Contract (MC) for Nonpublic, Nonsectarian School Services with East Valley Education Center**

BACKGROUND: Board approval is requested to contract for Non-Public School (NPS) placement for one student at East Valley Education Center (NPS) in Oakdale, CA. The District's Special Education administration would like to contract with East Valley to provide the placement pursuant to the student's IEP. Ratification is necessary at this time to remain compliant with state and federal special education timelines.

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

FUNDING: Expenses for the 2018-2019 and 2019-2020 school years and related services will not exceed \$55,650. 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 Master Contract (MC) for Nonpublic, Nonsectarian School Services with East Valley Education Center.

Prepared by: Christopher Crone, Director of Special Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 30, 2019
SUBJECT: **Ratify Agreement for Special Contract Services with Dr. Kristin Gross for Independent Educational Evaluation/Psycho-Educational Assessment**

BACKGROUND: Board approval is requested to contract for Independent Educational Evaluation (IEE)/Psycho-educational Assessment for special education students. Dr. Kristin Gross, a Psychologist from Berkeley, 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 \$5,600.00 per comprehensive psycho educational IEE. Total contract expenses shall not exceed \$5,600.00. 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 Dr. Kristin Gross for Independent Educational Evaluation/Psycho-Educational Assessment.

Prepared by: Christopher Crone, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Independent Educational Evaluation (IEE) of 1 District student.
IEE will be performed in accordance with the San Joaquin County Special Education Local Plan Area (SELPA) Guidelines.
Written report will be provided to the District, at the same time that it is made available to the parents of the student that was evaluated.
IEE will include socio/emotional/behavioral, cognitive, academic, adaptive behavioral, and psycho-educational assessment.
Contractor will attend related IEP meeting (via phone) to discuss the report. Contractor will provide copy of all assessment protocols to District psychologist.

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 \$ 5,600 per | HOUR | DAY | FLAT RATE, not to exceed a total of \$ 5,600. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | SHALL | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
- c. District shall make payment on a | MONTHLY PROGRESS BASIS | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 6/7/2019, and shall terminate on 10/30/2019.

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

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

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:

Richard G... Ph.D.
Contractor Signature Title

NPI 1770620593
IRS Identification Number

Pediatric Neuropsychologist
Title

1226 Shattack Ave. #1
Address

Berkeley, CA 94709

510-530-1676

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: July 22, 2019
SUBJECT: **Ratify Agreement for Special Contract Services with Nova Health Therapies, Inc. for Speech Services**

BACKGROUND: Board approval is requested to contract for special education support from outside service providers. The District's Special Education Department would like to continue with the existing contract with Nova Health Therapies, Inc. to provide speech services in accordance with student's IEP. Ratification is necessary at this time to remain compliant with IEPs.

RATIONALE: A school district must provide designated instructional services in order for some children with disabilities to make progress towards the general education curriculum. Speech therapy is one of these designated services. At this time, the District does not have enough speech therapists to meet the needs in the District. This request supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student academic, social and emotional potential.

FUNDING: Expenses for this contract are billed at \$92.00 per hour, for one Speech Pathologists and \$75.00 per hour for one Speech and Language Pathologist Assistant for the 2019-2020 regular school year. Related services will not exceed \$164,936. 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 Nova Health Therapies, Inc. for Speech Services.

Prepared by: Christopher Crone, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Nova Health Therapies, 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: Nova Health Therapies Inc. will provide speech language pathology services and supervision for one speech and language pathology assistant.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2,048 HOURS DAYS, under the terms of this agreement at the following location various school sites in TUSD.

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

- a. District shall pay \$ 95.00 per HOUR DAY FLAT RATE, not to exceed a total of \$163,936.00 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District SHALL SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 1,000 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 45 days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

_____ Contractor Signature	_____ Title
_____ 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



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 21, 2019
SUBJECT: **Ratify Master Contract for Point Quest Education (PQ), NPS for the 2019-2020 School Year**

BACKGROUND: Board approval is requested to contract for Non-Public School (NPS) placement for 16 students at Point Quest Education (PQ), NPS in Lodi, CA. The District's Special Education administration would like to continue the contract that TUSD has had with Point Quest Education (PQ) to provide the placement pursuant to the students' IEPs. Ratification is necessary at this time to remain compliant with these IEPs.

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

FUNDING: Expenses for the 2019-2020 regular school year and related services will not exceed \$886,150.00. 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 Master Contract for Point Quest Education (PQ), NPS for the 2019-2020 School Year.

Prepared by: Christopher Crone, Director of Special Education.



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
July 18, 2019
SUBJECT: **Ratify Agreement for Special Contract Services with PresenceLearning to Provide Live Online Speech and Language Pathology Services and Assessments for the 2019-2020 School Year**

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

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

RATIONALE: PresenceLearning was contracted by the District during the 2017-2018 and 2018-2019 school year. There continues to be a shortage of special education staff to provide required speech and language services for students. PresenceLearning will provide required services to students. This agenda item meets 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: Expenses for this contract will not exceed \$91,900.00. 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 PresenceLearning to Provide Live Online Speech and Language Pathology Services and Assessments for the 2019-2020 School Year.

Prepared by: Christopher Crone, Director of Special Education.

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Presence Learning (PL) will provide live online speech language pathology services and assessments as required for up to 239 TUSD students including: reports, protocols, IEP attendance, logs for service, and speech only case management and psychoeducational assessments. See attached Presence Learning Service Order Form for further details of services provided.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 502, [] HOURS [] DAYS, under the terms of this agreement at the following location various school sites in TUSD.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 78.00 per [] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$91,900.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 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 45 days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

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

Addendum to Agreement for Special Contract Services

This Addendum (“Addendum”) is entered into between PresenceLearning, Inc., (“Contractor” or “PL”) and Tracy Unified School District (“District”) and is incorporated into the Agreement for Special Contract Services (“Agreement”) along with Contractor’s Service Order Form (“Ordering Document”). In the event of a conflict between the Agreement and this Addendum, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

1. **Services.** This Addendum governs District’s users (“Student” or “Students”) access to and use of PL Technology, “PL Technology” consists of an online platform and materials made available or used by Contractor pursuant to the Agreement to facilitate Student’s access to and/or use of the Services specified in the Ordering Document. PL Technology which enables qualified individuals, but not limited to speech-language pathologists, social workers and counselors (each, a “Clinician”) to provide related services to District students. Contractor grants District and Students the non-exclusive, non-transferable right to access the PL Technology in connection with the Services.
2. **Assessments Commitment.** Ordering Document may set forth an “Assessments Commitment,” which shall be the minimum number of assessments for which payment is due at the end of the term. If District does not purchase the Assessments Commitment by end of the Term, District shall pay an amount equal to the rate applicable to the type of assessment multiplied by the number of additional assessments that would have had to be purchased so that the total number of assessments equals the Assessments Commitment.
3. **Psychoeducational Assessments Commitment.** Ordering Document may set forth a “Psychoeducational Assessments Commitment,” which shall mean the minimum value of Psychoeducational assessments for which payment is due at the end of the term. If District does not purchase the Psychoeducational Assessments Commitment by the end of the Term, District shall pay an amount equal to the applicable Rate multiplied by the number of additional assessments that would have had to be purchased so that the total number of assessments equals the Psychoeducational Assessments Commitment.
4. **Fees.**
 - a. **Fees and Payment.** In consideration for the Services, District agrees to pay Contractor the total fees stated in the applicable Service Order within thirty (30) days of the invoice date.
 - b. **Setup Fees.** Setup fees will be billed in the first invoice of the Term set forth in the Order Document on a per year, per student, per Service basis for the number of “Contracted Students” corresponding to a particular Service. If the number of students receiving a Service exceeds the number of Contracted Students corresponding to that Service, Setup fees will be billed on a monthly basis for the number of students in excess of the greater of (i) the number of Contracted Students or (b) the number of students for whom Setup fees have already been paid during the Term.

- c. **Monthly Commitment.** “Monthly Commitment” shall mean the minimum dollar payment due each month of the Term excepting (i) any month prior to the beginning of Services, (ii) the month in which Service begin, and (iii) the month of June (“Monthly Commitment Month”). For each Monthly Commitment Month, LEA shall pay the greater of (i) the total fees incurred in each month or (ii) the Monthly Commitment amount. These amounts will be billed quarterly for the Monthly Commitment Months following the end of the prior calendar quarter, e.g., January, February and March Monthly Commitments will be billed following March 31.
 - d. **Overage.** The Ordering Document may specify a number of “Contracted Students,” which is the number of Students for whom District has purchased a particular Service as of the date of the Ordering Document. District and Contractor agree that, upon request by any authorized representative of District (“District Authorized Individual”) to serve more students than the number of Contracted Students or to provide additional Services, the terms of Ordering Document will apply, without the need for the Parties to enter into an additional Ordering Document. A request may be made orally, in writing, or by providing Contractor with a student’s Individual Education Plan and/or Individual Services Contract.
 - e. **Disputes.** District will promptly notify Contractor of any disputed amounts and specify the facts underlying District’s refusal to pay such disputed amounts no later than twenty (20) calendar days from the date of such invoice (the “Dispute Period”).
5. **Limitation of Liability.** In no event will Contractor be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Contract or to the Services, whether in contract or tort or otherwise, even if Contractor knew or should have known of the possibility of such damages. Contractor’s cumulative liability relating to this Agreement will not exceed the actual fees paid by District to Contractor during the term, provided that such amount shall under no circumstances exceed \$10,000. District acknowledges that the Contract reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations Contractor would not enter into the Contract.
6. **Disclaimer of Warranty.** Except as otherwise set out herein, the Services are provided “as is” without any warranty and, except as provided herein, Contractor expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, non-infringement, merchantability, and fitness for a particular purpose.
7. **Confidentiality.**
 - a. **Non-Disclosure of Confidential Information.** District understands that it may receive confidential and proprietary information relating to Contractor’s business, and also confidential and proprietary information of third parties other than District, including but not limited to information and materials relating to assessments, (collectively, “Confidential Information”) in the course of the provision of Services. District agrees that the proprietary information relating to Contractor’s business is confidential and is the sole, exclusive and extremely

valuable property of Contractor. District agrees that it will keep confidential the Confidential Information which it receives or to which it has physical or digital access pursuant to this Contract. District also agrees that it will not disclose materials relating to an assessment to the student who will be assessed before it is necessary to do so to perform such an assessment. It is understood and agreed that money damages would not be a sufficient remedy for any District's breach of confidentiality and that Contractor shall be entitled to specific performance, including, without limitation, injunctive relief, as a remedy for any such breach by the District in any court of competent jurisdiction. Such remedy shall not be deemed to be the exclusive remedy for breach of confidentiality but shall be in addition to all other remedies available at law or equity.

- b. Permitted Disclosure. Notwithstanding any other provision in this Contract, District may disclose Confidential Information or the existence of this Agreement to the extent required by any applicable law, regulation or court; provided however that, prior to making any such disclosure, District will notify Contractor promptly after becoming aware of a request for, or the existence of its obligation to make, such disclosure and will permit Contractor to seek to challenge, or limit, such required disclosure, and to review any materials prior to disclosure. Further, each party may disclose the existence of this Agreement or Confidential Information of the other for the limited purpose of enforcing its rights under this Agreement before a court of competent jurisdiction, provided that such disclosure will be accomplished in such a manner so as to protect the rights of the parties to this Agreement to the maximum extent reasonably possible.
8. FERPA/HIPAA. Contractor understands that it may receive confidential information concerning Students protected by the federal Family Educational Rights and Privacy Act (FERPA) and/or the Health Insurance Portability and Accountability Act, Privacy and Security Standards (HIPAA). Contractor will comply with applicable requirements established by FERPA and/or HIPAA, including the implementation of safeguards designed to prevent unlawful disclosure of protected information.
9. Unplanned Student Absence. If District cancels a session with less than 24 hours advance notice or the session does not occur due to a student absence ("Unplanned Student Absence"), District agrees to pay Contractor the applicable Rate for the duration of the scheduled session.
10. Environment, Equipment and Supervision Specifications. District agrees to provide Contractor with the conditions described in the Environment, Equipment and Supervision Specifications, available at <https://www.presencelearning.com/tc/eq-spec/>, and other conditions as set forth by Contractor.
11. Contractor Materials. Contractor will own all rights, title, and interest, including patent rights, copyrights, trade secret rights, and all other intellectual property rights of any nature relating to the products, materials, Services, designs, know-how, data, software, graphic art, and similar works authored, created, contributed to, made, conceived or reduced to practice, in whole or part, by Contractor or its agents or affiliates, which arise out of the performance of Services, except with regard to materials and intellectual property for which Contractor has a license to use, display, host and administer in providing Services. District agrees to maintain (and not supplement, remove, or modify)

all copyright, trademark, or other proprietary notices on any materials utilized in providing the Services. Provided District is not in breach of any term of this Contract, Contractor grants District a non-exclusive, limited license, which license shall terminate upon expiration or termination of this Contract, to reproduce and distribute the materials for which Contractor has the right to so grant solely to assist in the provision of Services in accordance with the terms herein.

12. Notices. All notice to the Contractor shall be sent to:

PresenceLearning, Inc.
 Attn: Legal Department
 180 Montgomery Street, Suite 1800,
 San Francisco, California 94104

Agreed to:

Agreed to:

PresenceLearning, Inc	DISTRICT
DocuSigned by: By: <u>Jack Phillips</u> 2019-07-24 Authorized by Signature Date	By: _____ Authorized by Signature Date
Print Name: Jack Phillips	Print Name:



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: July 23, 2019
SUBJECT: **Ratify Client Services Agreement between ProCare Therapy and the District to Provide Speech and Language and Sign Language Interpreter Services for the 2019-2020 School Year**

BACKGROUND: Board approval is requested to contract for special education support from outside service providers. The Special Education Department would like to contract with ProCare Therapy for Speech Language Pathologist Assistant (SLPA) services and Sign Language Interpreter (SLI) services, in accordance with student Individual Education Plans (IEPs). Ratification is necessary in order to stay in compliance with legal IEP timelines.

RATIONALE: Students eligible for special education must be provided with special education and related services to ensure they make progress towards the general curriculum appropriate in light of their circumstances. At this time, the District does not have enough SLPA providers to deliver Speech and language services to meet the needs of students with disabilities. The District also does not have SLI providers to deliver Sign Language Interpreter services to meet the needs of students with disabilities. This request supports District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social and emotional potential.

FUNDING: Expenses for this contract are billed at \$65.00 per hour (up to 37.5 hours per week) per SLPA to provide speech and language services and \$68.00 per hour (up to 30 hours per week) per SLI to provide sign language services. Total contract expenses will not exceed a total of \$170,145.00 for the fiscal year beginning August 6, 2019 and ending May 22, 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: Ratify Client Services Agreement between ProCare Therapy and the District to Provide Speech and Language and Sign Language Interpreter Services for the 2019-2020 School Year.

Prepared by: Christopher Crone, Director of Special Education.

CLIENT SERVICES AGREEMENT

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



Tracy Unified School District

1975 West Lowell Avenue

Tracy, CA 95376

("Client")

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

1. Scope of Services.

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

2. Independent Contractor.

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

3. Telepractice Services.

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

4. Insurance.

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

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

Workers Compensation - in accordance with state regulations.

Employers Liability - \$2,000,000.

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

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

5. Competency and Licensing.

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



6. On-Site Responsibility.

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

7. Employment of Consultants.

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

8. Equal Opportunity.

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

9. Payment Terms.

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

10. Default Charges.

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

11. Limitation of Liability.

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

12. Administrative Responsibilities.

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



13. Incident and Error Tracking.

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

14. Reporting of Work-Related Injuries.

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

15. Termination of Contracted Assignment with Cause.

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

16. Termination of Contracted Assignment without Cause.

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

17. Guaranteed Minimum Hours.

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

18. Paid Sick Leave.

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

19. Unscheduled Facility Closure Policy.

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



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

20. Multiple Locations.

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

21. Issue Resolution.

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

22. Indemnification.

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

23. Confidentiality.

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

24. Family Education Rights and Privacy Act.

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

25. State Retirement System Notice.

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



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

26. Conflicts of Interest.

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

27. Survival.

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

28. Governing Law.

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

29. Entire Agreement.

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

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

PROCARE THERAPY

Client Name

ProCare Representative Signature

Client Representative Signature

Date

ProCare Representative Signature

Date

Sarah Harris

Print Name

Print Name

Senior Director of Educational Resources

Title

Title



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: July 24, 2019
SUBJECT: Ratify Agreement for Special Contract Services with Psyched Services for Psych Services for the 2019-2020 School Year

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

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

FUNDING: Expenses for this contract are billed at \$170 per hour, and/or \$3,250 per assessment for a school psychologist to provide up to 30 psychoeducational evaluations. Total contract expenses will not exceed \$97,500.00 (\$3,250 X 30 assessments). Special Education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Psyched Services for Psych Services for the 2019-2020 School Year.

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

1. Contractor shall perform the following duties: To provide psycho-educational assessments, reports, and IEP attendance for North School and South West Park Elementary for the 2019-2020 school year. All assessment protocols used should be provided to TUSD, Special Education Department.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 30 Psycho-educational evaluations () | | **HOURS** | | **DAYS**, under the terms of this agreement at the following location TUSD school sites: North & South West Park.

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

- a. District shall pay \$ 3,250.00 per | | **HOUR** | | **DAY** | | **FLAT RATE**, not to exceed a total of \$ 97,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | | **SHALL** | | **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
- c. District shall make payment on a | | **MONTHLY PROGRESS BASIS** | | **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 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 delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:



Contractor Signature _____ Title _____
82-2715378
IRS Identification Number _____
Owner _____
Title _____
533 Airport Blvd. Suite 400
Address _____
Burlingame, CA 94010

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 21, 2019
SUBJECT: **Ratify Agreement for Special Contract Services with Rick Bledsoe, ATP for Assistive Technology Assessment for the 2019-2020 School Year**

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

RATIONALE: Tracy Unified School District does not have a licensed Assistive Technology Specialist employed in the District; therefore, it is necessary to provide these services through a contract arrangement. Rick Bledsoe, ATP will provide services to students at their school site, and provide the teachers with consultation to carry over the therapy in daily instruction. This request supports District 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 Assistive Technology contract will not exceed \$39,000.00 for the fiscal year beginning July 1, 2019 and ending June 30, 2020. Special Education contract expenses are funded through 602 funding for Special Education, and budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Rick Bledsoe, ATP for Assistive Technology Services for the 2019-2020 School Year.

Prepared by: Christopher Crone, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Assistive Technology services including assessment, direct services to students, consultation to staff and students, report writing and attendance at IEP meetings.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 30 hours monthly () **HOURS** | | **DAYS**, under the terms of this agreement at the following location any and all TUSD sites.

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

- a. District shall pay \$ 140.00 per **HOUR** | | **DAY** | | **FLAT RATE**, not to exceed a total of \$ 39,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on July 1, 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 delivered by certified mail, return receipt requested.

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

Rick S. Bledsoe AT Practioner
Contractor Signature Title

Cary [Signature]
Tracy Unified School District

IRS Identification Number

Rick Bledsoe, ATP

Title

3108 Adriana Lane

Address

Lodi CA 95240

4assistech@gmail.com

7/6/19
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: Sheila Harrison, Associate Superintendent of Educational Services
DATE: July 31, 2019
SUBJECT: **Ratify Master Contract for Sierra Vista Child & Family Services, NPS for the 2018-2019 School Year**

BACKGROUND: Board approval is requested to contract for Non-public school (NPS) placement for three students at Sierra Vista Child & Family Services, NPS in Modesto, CA. Due to the closure of Children’s Home of Stockton in May of 2019, students needed to be placed in an extended school year program per their IEPs. Special education administration would like to begin a contract with Sierra Vista Child & Family Services to provide placement pursuant to the student’s IEP. Approval is necessary at this time to remain compliant with that IEP.

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

FUNDING: Expenses for the 2018-2019 extended school year program and related services for three students will not exceed \$4,696.00. 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 Master Contract for Sierra Vista Child & Family Services, NPS for the 2018-2019 School Year.

Prepared by: Sophy Reese, Program Specialist.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Sheila Harrison, Associate Superintendent of Educational Services
DATE: July 30, 2019
SUBJECT: Ratify Master Contract with Sierra Vista Child & Family Services, NPS for the 2019-2020 School Year

BACKGROUND: Board approval is requested to contract for Non-public school (NPS) placement for five students at Sierra Vista Child & Family Services, NPS in Modesto, CA. Due to the closure of Children's Home of Stockton, the District's Special Education administration would like to begin a new contract with Sierra Vista Child & Family Services to provide placement pursuant to the student's IEP. Ratification is necessary at this time to remain compliant with that IEP.

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

FUNDING: Expenses for the 2019-2020 regular school year and related services will not exceed \$249,155.00. 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 Master Contract with Sierra Vista Child & Family Services, NPS for the 2019-2020 School Year.

Prepared by: Sophy Reese, Program Specialist.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Sheila Harrison, Assistant Superintendent of Educational Services
SUBJECT: **Ratify Master Contract with Spectrum Center, Inc. NPS for the 2019-2020 School Year**

BACKGROUND: Board approval is requested to contract for Non-public school (NPS) placement for one student at Spectrum Center Schools and Programs (NPS) in Pittsburg, CA. The District's Special Education administration would like to continue the contract with Spectrum Center Schools and Programs to provide the placement pursuant to the students' IEP. Approval is necessary at this time to remain compliant with that IEP.

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

FUNDING: Expenses for the 2019-2020 regular school year and related services will not exceed \$121,116.00. 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 Master Contract with Spectrum Center, Inc. NPS for the 2019-2020 School Year.

Prepared by: Sophy Reese, Program Specialist.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: July 19, 2019
SUBJECT: **Ratify Agreement between The Speech Pathology Group, Inc. and the District to provide Speech Services for the 2019-2020 School Year**

BACKGROUND: Board approval is requested to contract for special education support from outside service providers. The District's Special Education Department would like to continue with the existing contract with The Speech Pathology Group to provide speech services in accordance with student's IEP. Ratification is necessary at this time to remain compliant with IEPs.

RATIONALE: A school district must provide designated instructional services in order for some children with disabilities to make progress towards the general education curriculum. Speech therapy is one of these designated services. At this time, the District does not have enough speech therapists to meet the needs in the District. This request supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student academic, social and emotional potential.

FUNDING: Expenses for this contract are billed at \$767.60 per day, for three Speech Pathologists and three Speech and Language Pathologist Assistant for the 2019-2020 regular school year. Related services will not exceed \$684,360.00. 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 between The Speech Pathology Group, Inc. and the District to provide Speech Services for the 2019-2020 School Year.

Prepared by: Christopher Crone, Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: July 20, 2019
SUBJECT: Ratify Master Contract for Stockton Educational (SEC) Center, NPS for the 2019-2020 School Year

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

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

FUNDING: Expenses for the 2019-2020 regular school year and related services will not exceed \$160,228.00. 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 Master Contract for Stockton Educational (SEC) Center, NPS for the 2019-2020 School Year.

PREPARED BY: Christopher Crone, Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: July 31, 2019
SUBJECT: **Ratify Agreement for Special Contract Services with SUMA Kids, Inc. for Occupational Therapy services for the 2019-2020 School Year**

BACKGROUND: Special Education students may require Occupational Therapy services as part of their Individual Education Plan (IEP). Occupational Therapy (O.T.) helps improve fine motor coordination and sensory intergration skills. Many of our special day class students currently have O.T. written into their IEPs, and several more are awaiting O.T. assessment. SUMA Kids, Inc. provides Occupational Therapy services through a licensed Occupational Therapist as required by students' IEPs. Ratification is necessary in order to stay in compliance with legal IEP timelines.

RATIONALE: Tracy Unified School District does not have a licensed Occupational Therapist employed in the District; therefore, it is necessary to provide these services through a contract arrangement. SUMA Kids, Inc. will provide services to students at their school site, and provide the teachers with consultation to carry over the therapy in daily instruction. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or 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 Occupational Therapy contract will not exceed \$81,200.00 for the fiscal year beginning July 1, 2019 and ending June 30, 2020. Special Education contract expenses are funded through 602 funding for Special Education, and budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Agreement for Special Contract Services with SUMA Kids, Inc. for Occupational Therapy services for the 2019-2020 School Year.

Prepared by: Christopher Crone, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and SUMA Kids, Inc. _____, hereinafter referred to as "Contractor,"

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

1. Contractor shall perform the following duties: Occupational therapy services including assessment, direct service to students, consultation to staff and students, report writing and attendance at IEP meetings.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 21 hours per week () **HOURS** | | **DAYS**, under the terms of this agreement at the following location any and all TUSD School Sites or the student's home.

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

- a. District shall pay \$ 86.00 per **HOUR** | | **DAY** | | **FLAT RATE**, not to exceed a total of \$ 81,200.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on July 1, 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 delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature	Title
<u>20-0505391</u>	
IRS Identification Number	
<u>Owner/Director</u>	
Title	
<u>1190 Burnett Av. Suite D</u>	
Address	
<u>Concord, CA 94510</u>	

<u>Tracy Unified School District</u>
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 21, 2019
SUBJECT: **Ratify Agreement for Special Contract Services with Valley Community Counseling for Licensed Marriage and Family Therapist Services for the 2019-2020 School Year**

BACKGROUND: Under the provisions of AB 114, school districts must now provide any mental health services necessary for students with disabilities to receive Free and Appropriate Public Education (FAPE) or benefit from the special education program. Valley Community Counseling will provide licensed marriage and family therapists to provide individual and group counseling, primarily at the high schools. Valley Community Counseling will also provide mental health services to parents as indicated through the IEP process and as necessary for Special Education students to receive a Free and Appropriate Public Education (FAPE) as required by AB114. Ratification is necessary in order to stay in compliance with legal IEP timelines.

RATIONALE: School districts are now required to provide mental health evaluations and concurrent behavior analysis to children with IEPs. Tracy Unified School District (TUSD) is utilizing outside resources to provide training to current psychologists as well as consultation for higher levels of need that TUSD must service under the AB114 regulations. This request supports District Strategic Goal #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: Expenses for this contract are billed at \$70.00 per hour. The district is expecting a need of 56 hours per week. Total contract expenses will not exceed a total of \$109,000.00 for the fiscal year beginning July 1, 2019 and ending June 30, 2020. Funding for Mental Health expenses are budgeted in account #01-6512-0-5750-1110-4300-810-2542.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Valley Community Counseling for Licensed Marriage and Family Therapist Services for the 2019-2020 School Year.

Prepared by: Christopher Crone, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Valley Community Counseling, 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: Provision of licensed marriage family therapist(s) to provide mental health services to individual students, groups of students and /or parent trainings/therapy as determined by the IEP; consultation to school psychologists and students regarding mental health needs of students; attendance at IEP meetings; development of mental health related IEP goals and objectives; mental health specific assessments as 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 56 hours per week () [] **HOURS** | | **DAYS**, under the terms of this agreement at the following location TUSD school sites, service provider location, or student's.

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

- a. District shall pay \$ 70.00 per [] **HOUR** | | **DAY** | | **FLAT RATE**, not to exceed a total of \$ 109,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on July 1, 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 delivered by certified mail, return receipt requested.

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



7/19/19

Contractor Signature _____ Title _____

94-2468972 _____

IRS Identification Number _____

Executive Director _____

Title _____

6707 Embarcadero Drive _____

Address _____

Stockton, CA 95219 _____

Tracy Unified School District _____

Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 22, 2019
SUBJECT: **Approve Service Agreement with One Day At A Time (ODAT) to Provide Services to Staff and Students at West High School for the 2019-2020 School Year**

BACKGROUND: One Day At A Time (ODAT), is an intervention program which provides support to site personnel and students in the areas of conflict management, gang intervention, staff and student gang awareness workshops, teen violence presentations, and at risk teen resources. This program specifically targets Latino students; however, is open to all West High students. The program provides tutorials, fieldtrips, conflict resolution strategies, and healthy lifestyle skills, as well as engages students in their education and develops their decision-making skills.

RATIONALE: West High has found that the ODAT program has been very successful in the past and would like ODAT to continue working with Latino students, as well as any other student who voluntarily joins in to change their life. The ODAT program has continuously maintained a large number of voluntary participants and has continued to make a difference in the lives of these students. West High would like to continue their work throughout the 2019-2020 school year. This Agenda item request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost of this program is \$30,240.00 for the 2019-2020 school year. West High School's Title I funds will pay the expenditures for the ODAT Program.

RECOMMENDATION: Approve Service Agreement with One Day At A Time (ODAT) to Provide Services to Staff and Students at West High School for the 2019-2020 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made between Tracy Unified School District, 1875 W. Lowell Avenue, Tracy, CA 95376 with services provided to Merrill F. West High School, 1775 W. Lowell Avenue, Tracy, CA 95376, hereinafter referred to as the DISTRICT, and the following named service provider hereinafter referred to as VENDOR:

BUSINESS NAME: One Day At a Time, a fiscally sponsored project of Community Initiatives

ADDRESS: 331 Pine Street

CITY: Brentwood

STATE: CA

ZIP: 94513

PHONE: 925-240-1359

FAX: (925) 240-1367

MAILING ADDRESS: (if different than above)

FEDERAL TAX I.D. OR SOCIAL SECURITY NUMBER: 94-3255070

1. TERM AND TERMINATION

This Agreement is effective on **8/28/2019** and terminates on **6/04/2020** or upon completion of services, whichever occurs first. **This Agreement may be terminated by DISTRICT upon fifteen (15) days written notice to VENDOR or by mutual written consent of both parties.**

NOTE: The stated effective and termination dates, and resulting hours listed in Exhibit A (below) were drawn from the Tracy Unified School District 2019-2020 Calendar from the Tracy Unified School District website.

2. SUBCONTRACT OR ASSIGNMENT

Neither party shall assign, delegate or subcontract any part of this Agreement without the written consent of the other party.

3. INDEPENDENT CONTRACTOR STATUS

In the performance of the services to be provided, VENDOR is an independent contractor with the authority to control and direct the performance of the details of the work, and this Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. VENDOR understands and agrees that it and all of its employees are not employees of the DISTRICT and are not entitled to benefits to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, vacation or sick pay.

4. TAX REPORTING/PAYMENT

VENDOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including, but not limited to, Unemployment Insurance, Social Security and Income Taxes with respect to VENDOR'S employees. The DISTRICT shall provide VENDOR an annual statement of compensation on the appropriate federal and state forms (1099).

5. REGULATIONS

VENDOR shall comply with all federal, state, and local laws, ordinances, regulations, permit requirements, and Board of Education policies in performance of this Agreement.

6. FINGERPRINTING AND CRIMINAL RECORDS CHECK

VENDOR shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice (DOJ) and the completion of criminal background investigations of the VENDOR and/or its employees. VENDOR shall not permit any employee to have any contact with DISTRICT pupils until such time as VENDOR has verified in writing to the governing board of the DISTRICT that such employee has not been convicted of a felony, as defined in Education Code §45125.1 or DISTRICT has indicated on Page 3 of this Agreement that VENDOR is exempt from compliance.

7. GOVERNING LAW

This Agreement shall be governed under the laws of the State of California.

8. MISCELLANEOUS

This Agreement contains the entire agreement between DISTRICT and VENDOR and supersedes any and all prior discussions, understandings, and negotiations, whether oral or in writing. This Agreement may not be modified or amended unless in writing and signed by both parties.

9. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other party and its affiliates, and their respective employees, officers, directors, agents, contractors, and users against any damages, expenses, or losses (including reasonable attorney's fees) from any third-party claims arising from or related to the first party's breach of this Agreement.

10. INSURANCE

During the term of this agreement, VENDOR shall keep in full force and effect a policy or policies of liability insurance from a California licensed insurer and shall provide DISTRICT with a Certificate of Liability Insurance for liability coverages and limits acceptable to the DISTRICT. Certificate Holder is Tracy Unified School District. VENDOR shall also provide an Additional Insured Endorsement, naming DISTRICT as additional insured.

11. DESCRIPTION OF SERVICES (SCOPE OF WORK)

VENDOR shall furnish, at its own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement. VENDOR shall provide the following services to DISTRICT:

VENDOR staff will provide on-going support services to students participating in ODAT's Youth Empowerment and Leadership Development program at Merrill F. West High School. See additional Exhibit A documentation for detailed descriptions of services.

(Additional pages may be added and shall be marked **Exhibit A** and are incorporated herein by this reference.)

12. COMPENSATION

CLIENT agrees to pay VENDOR for services rendered upon VENDOR submitting an invoice and completed IRS Form W-9 and after obtaining originator's verification that services have been performed. **VENDOR will invoice CLIENT in equal monthly payments unless noted below by DISTRICT.**

- Partial Payments (must be specified): 10 equal payments of \$3,024.00 invoiced monthly.
- Payment in Full

TOTAL AMOUNT DUE FOR SERVICES RENDERED: \$30,240.00

VENDOR's current pricing schedule is marked as **Exhibit B** and attached hereto and incorporated herein by this reference.

13. COMPLETION

The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof.

SERVICES AGREEMENT

This contract must meet the provisions of Board Policy/ Administrative Rule () and Board Policy () in order to be valid or binding against the DISTRICT.

The parties have executed this Agreement on the date indicated below.

Any party signing this Agreement on behalf of the VENDOR hereby represents that he/she is duly authorized by the VENDOR to execute this Agreement and that the VENDOR has agreed to be bound by the provisions hereof.

Principal or Department Administrator's recommendation for approval of Agreement, certification that by Vendor is exempt not exempt from fingerprinting and criminal records check, and submittal of vendor's certificate of insurance (Item 10) with this contract.

Signature: _____ Date: _____

("VENDOR")

DocuSigned by:

Brandy Shah

Signature: _____

7/24/2019

Date: _____

Brandy Shah

Name: _____

Legal Director of Client Services

Title: _____

TRACY UNIFIED SCHOOL DISTRICT ("DISTRICT")

Signature: _____

Date: _____

Name: _____

Title: _____

Date of Board Approval: _____

SACS Code: _____ - _____ - _____ - _____ - _____ - _____

Exhibit A

Appendix to Vendor Services Agreement between TUSD, with Services Provided to *Merrill F. West High School* (DISTRICT), and Community Initiatives-One Day at a Time (VENDOR) for the 2019-2020 School Year

The following services will be offered on a weekly basis while on campus or occasionally as needed:

School Visits and School Site Related Services

Services include meetings requested by Site Administrators, additional meetings with site administrators, students, and their parents/guardians as agreed upon by the respective parties. These meetings will address preparation and/or planning activities. *(e.g. disciplinary meetings, crisis mediation, consultations, presentations to staff and student body.) The following are examples of services that may occur during the weekly site visits

- **Relationship Building:** VENDOR will employ proven strategies to help youth establish new relationships with peers and staff, improving school climate.
- **Conflict Management:** VENDOR will assist with conflict mediation between students while on school premises.
- **Classroom Presentations:** As agreed upon with site administration and school staff; topics covered include life skills, peer pressure, bullying, drug awareness, self-esteem, and the benefits of positive; and consequences of negative lifestyle choices.
- **Youth Group Meetings:** VENDOR shall facilitate highly interactive weekly youth group meetings addressing various topics, focusing on fostering positive personal growth, healthy interpersonal relationships, decisions-making and leadership.
- **Student Monitoring:** With written permission from participating students' parents/guardians, VENDOR will monitor program participants' school day attendance, disciplinary referrals, and grades periodically as needed to support students.
- **Volunteer Opportunities:** VENDOR will facilitate volunteer opportunities for program participants.

All personnel employed by vendor that do not have fingerprint clearance must be accompanied by a certificated employee at all times when in contact with students.

Exhibit B

Pricing Schedule

Cost of Services for 2019-2020 Youth Empowerment Leadership Development Program for
Merrill F. West High School.

The hourly cost includes compensation for 1 VENDOR staff, curriculum materials such as worksheets and/or articles, and administrative costs.

VENDOR shall provide 12 hours of service each week for 36 weeks of the 2019-2020 school year. This includes 10 hours of site visits and 2 hours for group meetings per week; as well as an additional 30 minutes of prep time and 30 minutes of clean up at no cost.

Total number of billable hours 432 hours.

The hourly rate shall be equal to \$70.00 per hour.

Total cost of service shall be \$30,240.00

*Note for DISTRICT Accounts Payable Processing payee should be:

Community Initiatives-ODAT
331 Pine Street
Brentwood, CA. 94513
Tax ID# 94-3255070

Please feel free and contact Sarai Espinoza with any questions, or concerns.

Sarai Espinoza
Development Manager
One Day at a Time (ODAT)
331 Pine Street
Brentwood CA 94513
Office: (925) 240-1359
Email: admin@odatec.org



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: July 15, 2019
SUBJECT: Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending July 15, 2019

BACKGROUND: Pursuant to the Williams Settlement and California *Education Code* Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, and 3) a properly credentialed teacher for every classroom. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams settlements during the April 15, 2019 – July 15, 2019 reporting period.

RATIONALE: The quarterly report for the period of April 15, 2019 through July 15, 2019, has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint process as well as the resolution of each of those complaints. This report supports Strategic District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and Strategic District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No cost.

RECOMMENDATION: Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending July 15, 2019.

Prepared by: Tania Salinas, Director of Assessment and Accountability.

San Joaquin County Office of Education
Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on *Williams* Uniform Complaints
 [Education Code § 35186(d)]

District: Tracy Joint Unified School District

Person completing this form: Tania Salinas

Title: Director of Assessment & Accountability

Quarterly Report Submission Date:
 (check one)

- January 15, 2019
- April 15, 2019
- July 15, 2019
- October 15, 2019

Date for information to be reported publicly at governing board meeting: August 13, 2019

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Missassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

 Print Name of District Superintendent

 Signature of District Superintendent

 Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: August 1, 2019
SUBJECT: **Ratify Agreement for Special Contract Services between TUSD and Houghton Mifflin Harcourt Publishing Company to Provide Read 180 Training for Teachers at Williams Middle School for the 2019-2020 School Year**

BACKGROUND: Earl E. Williams Middle School (EWMS) have an abundance of students reading below grade level. Because increasing literacy is a top goal at EWMS, administration has been investigating alternatives or supplements that would increase literacy. Ratification is necessary due to summer training of TUSD teachers to prepare them to implement the Read 180 Program during the 2019-2020 school year.

RATIONALE: Read 180 is currently the only stand-alone program recognized by the State Board of Education. Students participating in this program will receive one hour of intensive reading instruction daily in lieu of an elective. Students will remain in the program until they reach the correct Lexile level for his or her grade level or by meeting goals in specific Individual Education Plans. Upon reaching grade level/goal level reading achievement, students will exit the program and return to a mainstreamed ELA course and an elective class. This Agenda request aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The cost of this training at Williams E. Middle School will be paid by Targeted LCAP Funds not to exceed \$12,778.50.

RECOMMENDATION: Approve Agreement for Special Contract Services between TUSD and Houghton Mifflin Harcourt Publishing Company to Provide Read 180 Training for Teachers at Williams Middle School 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 Houghton Mifflin Harcourt Publishing Company, 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: 2 (two) Days of Read 180 Implementation Training for all teachers;
1 (one) Day Read 180 Follow up training for all teachers.

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 Three (3) [] 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 \$ 12,778.50 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 12,778.50. 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 July 1, 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, 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:

Digitally signed by Lisa Jacobson
DN: cn=Lisa Jacobson, o=Houghton Mifflin Harcourt Publishing
Dept, email=lisa.jacobson@harcourt.com, c=US
Date: 2019.08.01 17:40:15 -0400

Contractor Signature _____ Title _____
04-1456030
IRS Identification Number _____
Director, Bids and Contracts
Title _____
Houghton Mifflin Harcourt Publishing Company
Address _____
125 High Street, Boston, MA 02110

Tracy Unified School District
Date _____
01-0709-0-1110-1000-4300-490-5302 / 01-0000-0-1110-1000-4300-490-2323
Account Number to be Charged _____
Department/Site Approval _____
Budget Approval _____
Date Approved by the Board _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: July 31, 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>
Long, Molly Coordinator of Prevention Services	DSC Prevention Serv.	6/30/19	Personal
Money, Elizabeth Elementary School Secretary	JES	7/14/19	Accepted Secretary to the Director of Student Services position
Vega, Jose	Bohn/McKinley	6/30/19	Accepted Assistant Principal position at West High School
Thompson, Amy	Stein	8/19/19	Personal

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Albano, Justin 4/5 SDC	Central	6/28/19	Personal
Bermodes, Jennene Biology	Kimball High	6/29/2019	Personal
Dawn, Priscilla RSP	West High	07/23/2019	Personal

Kelly, Karen 6 th grade	George Kelly	07/01/2019	Personal
Mendez, Oscar Spanish	Tracy High School	07/01/19(as amended)	Personal
Steves, Robert RSP	Tracy High	06/28/2019	Personal

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Pacheco, Denise Social Science	Kimball High	07/12/2019

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Alfaro, Jessica Parent Liaison	JES/MES	7/29/19	Personal
Alvernaz, Melanie Elementary Attendance Clerk	Kelly	7/22/19	Accepted the Sec. to the Director of Student Services
Arranaga, RoseLorraine Clerk Typist II	DEC/ Student Serv.	6/30/19	Accepted Payroll Specialist position
Chandler, Kimberly K-8 Library Technician	Kelly	7/30/19	Accepted Secretary position at Jacobson
Cisneros-Ventura, Tania Bilingual Para Ed I	S/WP	6/26/19	Personal
DeHaro, Veronica Food Service Worker	WMS	8/10/19	Personal
Finberg, Elizabeth Special Ed Para Educator I	WMS	7/30/19	Personal
Good, Jessica Food Service Worker	Stein	6/25/19	Personal

Halliday, Kristin School Supervision Assist.	Villalovoz	8/4/19	Accepted SSA position at Freiler
Kalathil, Baljit School Supervision Assist.	S/WP	8/4/19	Accepted Special Ed Para position at JES
Kalathil, Baljit Para Educator I	JES	8/4/19	Accepted Special Ed Para position at JES
Laurella, Teresa IEP Para Educator I	Bohn	7/29/19	Personal
McKinney, Kehia H.S. Attendance Secretary	KHS	7/28/19	Accepted HS Admin. Secretary position
Mullins, Donna Para Educator I	Central	7/29/19	Personal
Pantoja, Griselda Food Service Worker II	THS	6/18/19	Personal
Pollard, Rachel Secretary to the Director of Food Service	DEC/ Food Service	7/22/19	Accepted the Food Service Coordinator position

BACKGROUND:

CLASSIFIED RETIREMENT

NAME/TITLE

SITE

EFFECTIVE
DATE

Pedersen, Valerie
Special Ed Para Educator I

WHS

8/1/19

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

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: July 31, 2019
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Anastasio, Jessica

Anaya, Olga

Batholomy, Patrick

Batool, Tehseen

Canalita, Tina

Carrasco, Elizabeth

Cicero, Bryan

CERTIFICATED

2nd grade (Replacement)
North School
Class III, Step 2 "B" \$54,669.00
Funding: General Fund

4th grade (Replacement)
South/West Park
Class III, Step 1 "B" \$54,668.00
Funding: General Fund

Social Sciences (Replacement)
Monte Vista Middle School
Class III, Step 1 "A" \$52,219.00
Funding: General Fund

Special Education RSP (Replacement)
Monte Vista Middle School
Class I, Step 1 "A" \$54,237.00
Funding: Special Education

Special Education RSP (Replacement)
Art Freiler
Class I, Step 1, "A" \$54,237.00
Funding: Special Education

Spanish (Replacement)
Tracy High and West High
Class III, Step 1 "B" \$54,668.00
Funding: General Fund

Special Education RSP (New position)
West High School
Class I, Step 2 "A" \$54,237.00
Funding: Special Education

Coker, Lauren	Chemistry (Replacement) Tracy High School Class III, Step 1 "B" \$54,668.00 Funding: General Fund
Cook, Amanda	Kindergarten (Replacement) Jacobson Elementary Class III, Step 1, "B" \$54,668.00 Funding: General Fund
Crossley, Mitchell	Mathematics (Replacement) North School Class III, Step 1 "B" \$54,668.00 Funding: General Fund
Cue, Rachel	Special Education K/1 SDC (Replacement) Central Class I, Step 1 "A" \$54,237.00 Funding: Special Education
Dajani, Jordan	Agricultural Science (Replacement) West High Class I, Step 1 "A" 52,219.00 Funding: General Fund
Edica, Elizabeth	Special Education 4/5 SDC (Replacement) Villalovoz Elementary Class I, Step 1 "A" \$54,237.00 Funding: Special Education
Esquivel Mendoza, Guadalupe	Mathematics (Replacement) West High School Class I, Step 1 "A" \$52,219.00 Funding: General fund
Frandsen, Diane	English (Replacement) Kimball High Class VI, Step 1, "B" \$61,916.00 Funding: General Fund
Gieseke, Amanda	Music (Replacement) Tracy High Class I, Step 7 "A" \$53,444.00 Funding: General Fund
Gregory, Kia	6 th grade (Replacement) George Kelly Class I, Step 2, "A" 52,219.00 Funding: General Fund

Guzman, Marjorie	Science 8 th grade (Replacement) North School Class I, Step 1 "A" \$52, 219.00 Funding: General Fund
Guzman, Monica	4 th grade (New Position) Central Elementary Class III, Step 1, \$54,668.00 Funding: General Fund
Guzman, Shawna	Special Education 2/3 SDC (Replacement) Central Elementary Class I, Step 1 "A" \$54,237.00 Funding: Special Education
Lillie, Dwight	Chemistry (Replacement) Tracy High School Class VI, Step 1 "B" \$64,612.00 Funding: General Fund
Lockard, Jessica	Biology (Replacement) Kimball High School Class I, Step 1, "A" \$52,219.00 Funding: General Fund
MacLeod, Lindsay	Special Education SDC(Replacement) West High School Class III, Step 1 "B" 54,668.00 Funding: Special Education
Martin, Shelby	Special Education RSP (New Position) West High School Class I, Step 1, "A" 54,237.00 Funding: Special Education
McAllister, Ava	Special Education 4/5 SDC (Replacement) Bohn Elementary Class I, Step 2, "A" \$54,237.00 Funding: Special Education
Muncy, Heather	Language Arts (Replacement) Monte Vista Middle School Class I, Step 1 "A" \$52,219.00 Funding: General Fund
Peters-Libeu, Clare	Chemistry (New Position) West High School Class VI, Step 1 "B" \$62,571.00 Funding: General Fund

Quintero, Serena	3 rd Grade (Replacement) Bohn Elementary Class I, Step 1 "A" \$52,219.00 Funding: General Fund
Ramirez, Brandon	7/8 Science (Replacement) Monte Vista Middle School Class I, Step 1 "A" \$52,219.00 Funding: General Fund
Red, Brandon	English(New Position) Tracy High School Class I, Step 1, "A" \$52,219.00 Funding: General Fund
Rinaldi, Jordan	Physics (Replacement) Kimball High School Class I, Step 1, "A" \$52,219.00 Funding: General Fund
Salazar-Pantoja, Ana	Biology (Replacement) Tracy High School Class I, Step 1 "A" \$52,219.00 Funding: General Fund
Sanchez, Jose	Automotive Technology (Replacement) Tracy High School Class VI, Step 22 "B" \$101,195.00 Funding: General Fund
Singh, Renu	Special Education RSP (Replacement) Tracy Learning Center Class VI, Step 5 "B" \$71,161.00 Funding: Special Education
Tailes, Armando	English (Replacement) West High Class IV, Step 9 "B" \$71,878.00 Funding: General Fund
Thangavel, Kalaivani	Chemistry (New Position) Kimball High Class I, Step 1 "A" \$51,653.00 Funding: General Fund
Trejo, Edith	1 st grade (Replacement) Bohn Class I, Step 1, "B" 52,219.00 Funding: General Fund

Vargas Rodriguez, Angelica
1st grade Bilingual (Replacement)
South/West Park
Class III, Step 1 "B" \$58,704.00
Funding: General Fund

Velasquez, Felipe
Social Science (Replacement)
Kimball High School
Class I, Step 1, "A" \$52,219.00
Funding: General Fund

Waters, Cassidy
English (Replacement)
West High
Class I, Step 1 "A" \$52,219.00
Funding: General Fund

Wedel, Cynthia
5th Grade (Replacement)
Art Freiler
Class VI, Step 20 "B" \$97,793.00
Funding: General Fund

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL**

Arranaga, RoseLorraine
Payroll Specialist (Replacement)
DEC/Finance
LMH 10, Step A - \$24.95 per hour
8 hours per day
Funding: General Fund

Chandler, Kimberly
Elementary School Secretary
(Replacement)
Jacobson Elementary School
LMH, Range 8, Step A - \$24.97 per hour
8 hours per day
Funding: General Fund

Epskamp, Rene
School Psychologist (Replacement)
District Wide
LMP, Class 8, Step A \$81,918.00
Funding: Special Education

Farabaugh, Rita
Program Administrator for Special
Education (Replacement)
District Wide
LME, Class 49, Step E \$135,207.00
Funding: Special Education

Hawkins, Susan
Assistant Principal (Replacement)
North School
LME, Class 51, Step A \$102,606.00
Funding: General Fund

Lenz, Jaymie	School Psychologist (Replacement) District Wide LMP, Class 8, Step A \$81,918.00 Funding: Special Education
Mendez- Ponce, Lexie	Speech Language Pathologist (Replacement) District Wide LMP, Class 8, Step A \$82,320.00 Funding: Special Education
Pollard, Rachel	Food Services Coordinator (Replacement) DEC/Food Services LME, Range 23, Step A - \$309.23 per day 8 hours per day Funding: Child Nutrition – School Program
Ryan, Brittani	Assistant Principal (Replacement) Williams Middle School LME, Class 51, Step A, \$100,598.00 Funding: General Fund
Vega, Jose	Assistant Principal (Replacement) West High School LME, Class 54, Step E, \$138,699.00 Funding: General Fund
Wichman, Steven	Assistant Principal (Replacement) West High School LME, Class 54, Step B \$120,095.00 Funding: General Fund

BACKGROUND:

CLASSIFIED

Alexander, Nichole	Para Educator I (Replacement) Poet Christian School Range 24, Step A - \$15.07 per hour 6 hours per day Funding: General Fund
Alvernaz, Melanie	Secretary to the Director of Curriculum and Student Services (New) DEC/Student Services Range 40, Step A - \$21.85 per hour 8 hours per day Funding: General Fund -- Unrestricted
Arsanis, Moraima	Bilingual Para Educator I (New) South/West Park Range 24, Step C - \$16.53 per hour 3 hours per day Funding: IASA – Title I

Burroughs, Rachel	IEP Para Educator I (New) Williams Middle School Range 24, Step C - \$16.53 per hour 6 hours per day Funding: Special Education
Fellon, Monika	Para Educator I (Replacement) Monte Vista Middle School Range 24, Step C - \$16.53 per hour 6 hours per day Funding: General Fund
Galvan, Tara	Food Service Worker (New) West High School Range 22, Step A - \$14.38 per hour 2 hours per day Funding: Child Nutrition – School Program
Geiser, Gayle	Special Education Para Educator I (New) Bohn Elementary School Range 24, Step C - \$16.53 per hour 6.5 hours per day Funding: Special Ed IDEA Grant
Gonzales, Richard	Utility Person III (Replacement) MOT/Grounds Range 36, Step E - \$24.01 per hour 8 hours per day Funding: General Fund – 25%; Ongoing & Major Maintenance – 25% and Special Ed Transportation – 50%
Halliday, Kristin	School Supervision Assistant (Replacement) Art Freiler School Range 21, Step B - \$14.74 per hour 2 hours per day Funding: General Fund
Hamidi, Shkibah	IEP Para Educator I (Replacement) Jacobson Elementary School Range 24, Step B - \$15.77 per hour 6 hours per day Funding: Special Education
Hubregtse, Katherine	Special Education Para Educator I (Replacement) Jacobson Elementary School Range 24, Step A - \$15.07 per hour 4 hours per day Funding: Special Education

Kalathil, Baljit	Special Education Para Educator I (Replacement) Jacobson Elementary School Range 24, Step C - \$16.53 per hour 6 hours per day Funding: Special Ed IDEA Grant
McKinney, Kehia	High School Administrative Secretary (Replacement) Kimball High School Range 32, Step E – 21.85 per hour 8 hours per day Funding: General Fund
Money, Elizabeth	Secretary to the Director of Curriculum and Student Services (Replacement) DEC/Student Services Range 40, Step E - \$26.39 per hour 8 hours per day Funding: General Fund – Unrestricted
Nunez, Margarita	Bilingual Para Educator I (Replacement) George Kelly School Range 24, Step C - \$16.53 per hour 3 hours per day Funding: Targeted SES
Perez, Nereida	Elementary Attendance Clerk (Replacement) South/West Park Range 28, Step A - \$16.53 per hour 8 hours per day Funding: General Fund
Ramirez, Lucia	Para Educator I (Replacement) North Elementary School Range 24, Step E - \$18.13 per hour 6 hours per day Funding: General Fund
Syed Sulthan, Sajina	Special Education Para Educator I (Replacement) Central Elementary School Range 24, Step C - \$16.53 per hour 4 hours per day Funding: Special Education
Williams, Serenna	Para Educator I (Replacement) Jacobson Elementary School Range 24, Step C - \$16.53 per hour 4 hours per day Funding: IASA Title I Bas Grant

BACKGROUND:

Dorado Jr., Abel

James, Freddy

Retuta, Rene

Salinas, Isaac

Sandoval, Nico

Waters, Cassidy

COACHES

Soccer – Frosh/Soph Boys’
West High School
Stipend: \$4,034.50

Football – Head Sophomore
West High School
Stipend: \$5,860.67

Basketball – Boys’ Frosh
Kimball High School
Stipend: \$3,907.11

Football – Sophomore Assistant
West High School
Stipend: \$4,690.66

Football – Sophomore Assistant
West High School
Stipend: \$4,690.66

Water Polo – Varsity Boys’
West High School
Stipend: \$5,860.67

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: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: July 26, 2019
SUBJECT: **Adopt Resolution # 19-01, Authorizing and Defining Names to Sign Orders on School District Funds**

BACKGROUND: Pursuant to Education Code Sections 35161, and 42632 through 42652, the Board of Trustees legally delegates the function of signing of orders on school district funds.

Periodically, the San Joaquin County Office of Education requests an update of the District's authorized signatures whenever there is a change in management staff. At the board meeting of May 14, 2019, the board approved Resolution #18-21, authorizing and/or removing designated employee signatures. Since that time, staffing changes have occurred, resulting in a need to modify the original list.

Pursuant to Education Code Sections 35161, and 42632 through 42652, and as directed by the San Joaquin County Office of Education, a copy of signed Resolution # 19-01, authorizing and/or removing designated employee's signatures, will be mailed to their office following the regularly scheduled Board Meeting of August 13, 2019.

RATIONALE: As directed by Education Code Sections 35161, and 42632 through 42652 and at the recommendation and suggestion of the San Joaquin County Office of Education, a periodic update of Tracy Unified School District authorized signatures is necessary.

FUNDING: N/A

RECOMMENDATION: Adopt Resolution # 19-01, Authorizing and Defining Names to Sign Orders on School District Funds.

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



HUMAN RESOURCES MEMORANDUM

TO: Board of Education
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: April 9, 2019
SUBJECT: Acknowledge Administrative Regulations 4127 and 4227 to Be Compliant with Legislation Requirements (First Reading)

BACKGROUND: AB 2009, AB 1766, and Health and Safety Code 1797.196 all related to the placement of Automated External Defibrillator (AED) devices on school campus that offer interscholastic athletic programs. Safety Code 1797.196 specifically addresses the need to train staff annually on the school's emergency response plan and the proper use of an AED device.

RATIONALE:

The attached administrative regulations, AR 4127 and 4227, require minor changes as noted to incorporate the requirements of the legislation as described above.

FUNDING: Not Applicable.

RECOMMENDATION: Acknowledge Administrative Regulations 4127 and 4227 to Be Compliant with Legislation Requirements (First Reading)

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

TEMPORARY ATHLETIC TEAM COACHES**A. Purpose and Scope**

To provide guidance and direction for District personnel regarding employment and training of temporary athletic team coaches.

B. General

1. The Superintendent or designee shall determine criteria in accordance with law for certifying the competency of all staff employed to coach or supervise District athletic teams.
2. Prior to employment, the Superintendent or designee shall ensure that all temporary coaches, certificated or non-certificated, have received appropriate training, are qualified in all competencies required by law, and meet or will meet all qualifications for employment.
3. He/she may waive competency requirements for persons enrolled in appropriate training courses leading to acquisition of the competency, provided such persons serve under the direct supervision of a fully qualified coach.
4. Volunteer athletic team coaches shall meet all the qualifications and competencies required of temporary athletic team coaches employed by the District.

C. Forms Used and Additional References

1. Application
2. Contract

D. Procedures

At the first regular Governing Board meeting or within 30 days after selection of a temporary athletic team coach, whichever is sooner, the Superintendent or designee shall certify to the Board that all temporary athletic team coaches meet the qualifications and competencies required by law. (Code of Regulations, Title 5, Section 5594)

Upon the recommendation of the Superintendent or designee, the board shall certify to the State Board of Education, by April 1 of each year, that the District conforms with state requirements governing the employment of temporary athletic team coaches. (Title 5, Section 5594)

TEMPORARY ATHLETIC TEAM COACHES (Continued)Competencies

Temporary athletic team coaches shall give evidence of the following required competencies:

1. Care and prevention of athletic injuries, basic sports injury first aid, and emergency procedures:
 - a. Completion of a college-level course in the care and prevention of athletic injuries and possession of a valid cardiopulmonary resuscitation (CPR) card **and automated external defibrillator (AED) card.**
 - b. A valid sports injury certificate or first aid card, ~~and~~ a valid cardiopulmonary resuscitation (CPR) card, **and automated external defibrillator (AED) card.**
 - c. ASEP Coaching Class
2. Coaching theory and techniques in the sport or game being coached:
 - a. ASEP Coaching Class
3. Knowledge of the rules and regulations pertaining to the sport or game being coached, the league rules, and, at high school level, the regulations of the CIF.
 - a. ASEP Coaching Class
4. Child or adolescent psychology as it relates to sports participation:
 - a. Completion of a college-level course in child psychology for elementary school positions and adolescent or sports psychology for secondary school positions.
 - b. Completion of a seminar or workshop on human growth and development of youth.
 - c. Prior active involvement with youth in school or community sports program. (Title 5, Section 5593)
5. Substance abuse prevention, including but not limited to tobacco, alcohol, steroids and human growth hormones, as evidenced by the completion of a college-level

TEMPORARY ATHLETIC TEAM COACHES (Continued)

course, workshop or seminar that includes instruction on substance abuse prevention and the physical and psychological effects of steroids and human growth hormones. In addition, non-certificated persons employed to coach or supervise District athletic teams must first be determined:

1. Not to have been convicted of any offense referred to in Education Code 44010, 44011 or 44424, or any offense involving moral turpitude or evidencing unfitness to associate them with children.
2. To be free from tuberculosis and any other contagious disease that would prohibit certificated teachers from teaching, as verified by a written statement, renewable every four years, from a licensed physician or other person approved by the District (Title 5, Section 5592)

Procedures for Employment

1. The need for a coach is identified by the Athletic Director and the site principal. The site principal sends a request to Human Resources to advertise the position within the District.
2. The Human Resources office prepares a vacancy announcement for District teaching staff.
 - a. First consideration will be given to District teaching staff.
3. Before interviewing any applicants, the Athletic Director and the site Principal shall prepare specific criteria, in writing, to determine selection of the appropriate candidate for the open coaching position. The criteria shall include the competencies contained in title 5, section 5593 and any additional criteria established by the administration that is relevant to the specific coaching position.
 - a. If none of the applicants among the District teaching staff meet all of the criteria established for the open coaching position, such District teacher applicants will be so informed.
 - b. Where there are no qualified applicants among the District teaching staff, Human Resources may prepare vacancy announcements for all other applicants. All other applicants include: classified employees of the District; certificated employees who are not current employees in the District; and all other outside candidates.

TEMPORARY ATHLETIC TEAM COACHES (Continued)

4. The Human Resources office collects applications and establishes a “Master File” for each open position. After the “closing date” has passed for an open coaching position, the applications are reviewed by the site principal and the athletic director.
5. The athletic director and the site principal screen the applications and select candidates to be interviewed. Screening criteria includes, but is not limited to, professional qualifications experience, education and training.
6. The Athletic Director and the site Principal interview the applicants and submit the “Summary of Interviews” to the Human Resources with the recommendation for employment.
7. The Associate Superintendent for Human Resources reviews the interview panel’s recommendation for employment prior to offering a candidate a coaching position.
8. A background check and fingerprint clearance must be completed before employing the successful candidate.
9. The Human Resources office offers the position to the successful candidate and schedules a date and time to sign up the candidate. The candidate must have a current driver’s license and social security card and, within thirty (30) days of being hired, furnish the following:
 - a. CPR certificate
 - b. First Aid certificate
 - c. Automated External Defibrillator card**
 - ~~e.~~ d. TB test clearance
 - ~~d.~~ e. ACEP Coaching class – next available class
10. All requirements listed above in a, b, ~~and c,~~ **and d** must be met within 30 days of DOH. If these requirements are not met within 30 days of DOH, the coach will not be allowed to coach until all requirements are met.
11. Selected candidate signs contract subject to Board approval.
12. The Associate Superintendent for Human Resources submits the names of those individuals being recommended for employment to the school Board for approval.
13. The Human Resources office notifies those individuals who applied and were not selected.

TEMPORARY ATHLETIC TEAM COACHES (Continued)

14. The Human Resources office notifies the principal and athletic director when the individual selected is ready to coach.
15. Upon completion of the coaching season the athletic director, through the site principal, submits a request for payment to Human Resources.
16. The Human Resources office then verifies that all coaches to be paid were properly signed up and releases the pay requests to payroll for processing. (If a coach is not signed up by Human Resources, his/her payroll check will be held).

Code of Ethics

It is the duty of all concerned with high school athletics:

1. To emphasize the proper ideals of sportsmanship, ethical conduct and fair play.
2. To eliminate all possibilities which tend to destroy the best values of the game.
3. To stress the values derived from playing the game fairly.
4. To show cordial courtesy to visiting teams and officials.
5. To establish a happy relationship between visitors and hosts.
6. To respect the integrity and judgment of sports officials.
7. To achieve a thorough understanding and acceptance of rules of the game and the standards of eligibility.
8. To encourage leadership, use of initiative, and good judgment by the players on a team.
9. To recognize that the purpose of athletics is to promote the physical, mental, moral, social and emotional well-being of the individual players.
10. To remember that an athletic contest is only a game—not a matter of life and death for player, coach, school, officials, fan, community, state or nation.
11. Not suggest, provide or encourage any athlete to use non-prescriptive drugs, anabolic steroids, or any substance to increase physical development or performance

TEMPORARY ATHLETIC TEAM COACHES (Continued)

that is not approved by the U.S. Food and Drug administration, U.S. surgeon General, or the American Medical Association.

- 12. Not recruit athletes from other schools.
- 13. Follow the rules of behavior and the procedures for crowd control as established by the board and the league in which the District participates. (Title 5, Section 5596)

E. Reports Required

None

F. Record Retention

Coaches personnel file

G. Responsible Administrative Unit

Human Resources

H. Approved By

Associate Superintendent for Human Resources

TEMPORARY ATHLETIC TEAM COACHES

A. Purpose and Scope

To provide guidance and direction for District personnel regarding employment and training of temporary athletic team coaches.

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D. Procedures

At the first regular Governing Board meeting or within 30 days after selection of a temporary athletic team coach, whichever is sooner, the Superintendent or designee shall certify to the Board that all temporary athletic team coaches meet the qualifications and competencies required by law. (Code of Regulations, Title 5, Section 5594)

TEMPORARY ATHLETIC TEAM COACHES (continued)

Upon the recommendation of the Superintendent or designee, the board shall certify to the State Board of Education, by April 1 of each year, that the District conforms with state requirements governing the employment of temporary athletic team coaches. (Title 5, Section 5594)

Competencies

Temporary athletic team coaches shall give evidence of the following required competencies:

1. Care and prevention of athletic injuries, basic sports injury first aid, and emergency procedures:
 - a. Completion of a college-level course in the care and prevention of athletic injuries and possession of a valid cardiopulmonary resuscitation (CPR) card **and automated external defibrillator (AED) card.**
 - b. A valid sports injury certificate or first aid card, and a valid cardiopulmonary resuscitation (CPR) card., **and automated external defibrillator (AED) card.**
 - c. ASEP Coaching Class
2. Coaching theory and techniques in the sport or game being coached:
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3. Knowledge of the rules and regulations pertaining to the sport or game being coached, the league rules, and, at high school level, the regulations of the CIF.
 - a. ASEP Coaching Class
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 - a. completion of a college-level course in child psychology for elementary school positions and adolescent or sports psychology for secondary school positions.

TEMPORARY ATHLETIC TEAM COACHES (continued)

- b. completion of a seminar or workshop on human growth and development of youth.
 - c. prior active involvement with youth in school or community sports program. (Title 5, Section 5593)
5. Substance abuse prevention, including but not limited to tobacco, alcohol, steroids and human growth hormones, as evidenced by the completion of a college-level course, workshop or seminar that includes instruction on substance abuse prevention and the physical and psychological effects of steroids and human growth hormones.

In addition, non-certificated persons employed to coach or supervise District athletic teams must first be determined:

- 1. not to have been convicted of any offense referred to in Education Code 44010, 44011 or 44424, or any offense involving moral turpitude or evidencing unfitness to associate them with children.
- 2. to be free from tuberculosis and any other contagious disease that would prohibit certificated teachers from teaching, as verified by a written statement, renewable every four years, from a licensed physician or other person approved by the District (Title 5, Section 5592)

Procedures for Employment

- 1. The need for a coach is identified by the Athletic Director and the site principal. The site principal sends a request to Human Resources to advertise the position within the District.
- 2. The Human Resources office prepares a vacancy announcement for District teaching staff.
 - a. First consideration will be given to District teaching staff.

TEMPORARY ATHLETIC TEAM COACHES (continued)

3. Before interviewing any applicants, the Athletic Director and the site Principal shall prepare specific criteria, in writing, to determine selection of the appropriate candidate for the open coaching position. The criteria shall include the competencies contained in title 5, section 5593 and any additional criteria established by the administration that is relevant to the specific coaching position.
 - a. If none of the applicants among the District teaching staff meet all of the criteria established for the open coaching position, such District teacher applicants will be so informed.
 - b. Where there are no qualified applicants among the District teaching staff, Human Resources may prepare vacancy announcements for all other applicants. All other applicants include: classified employees of the District; certificated employees who are not current employees in the District; and all other outside candidates.
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5. The athletic director and the site principal screen the applications and select candidates to be interviewed. Screening criteria includes, but is not limited to, professional qualifications experience, education and training.
6. The Athletic Director and the site Principal interview the applicants and submit the “Summary of Interviews” to the Human Resources with the recommendation for employment.
7. The Associate Superintendent for Human Resources reviews the interview panel’s recommendation for employment prior to offering a candidate a coaching position.
8. A background check and fingerprint clearance must be completed before employing the successful candidate.

TEMPORARY ATHLETIC TEAM COACHES (continued)

9. The Human Resources office offers the position to the successful candidate and schedules a date and time to sign up the candidate. The candidate must have a current driver's license and social security card and, within thirty (30) days of being hired, furnish the following:
 - a. CPR certificate
 - b. First Aid certificate
 - c. **Automated External Defibrillator card**
 - ~~e.d.~~ TB test clearance
 - ~~d.e.~~ ACEP Coaching class – next available class
10. All requirements listed above in a, b, ~~and c~~, **and d** must be met within 30 days of DOH. If these requirements are not met within 30 days of DOH, the coach will not be allowed to coach until all requirements are met.
11. Selected candidate signs contract subject to Board approval.
12. The Associate Superintendent for Human Resources submits the names of those individuals being recommended for employment to the school Board for approval.
13. The Human Resources office notifies those individuals who applied and were not selected.
14. The Human Resources office notifies the principal and athletic director when the individual selected is ready to coach.
15. Upon completion of the coaching season the athletic director, through the site principal, submits a request for payment to Human Resources.
16. The Human Resources office then verifies that all coaches to be paid were properly signed up and releases the pay requests to payroll for processing. (If a coach is not signed up by Human Resources, his/her payroll check will be held).

TEMPORARY ATHLETIC TEAM COACHES (continued)

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5. to establish a happy relationship between visitors and hosts.
6. to respect the integrity and judgment of sports officials.
7. to achieve a thorough understanding and acceptance of rules of the game and the standards of eligibility.
8. to encourage leadership, use of initiative, and good judgment by the players on a team.
9. to recognize that the purpose of athletics is to promote the physical, mental, moral, social and emotional well-being of the individual players.
10. to remember that an athletic contest is only a game—not a matter of life and death for player, coach, school, officials, fan, community, state or nation.
11. not suggest, provide or encourage any athlete to use non-prescriptive drugs, anabolic steroids, or any substance to increase physical development or performance that is not approved by the U.S. Food and Drug administration, U.S. surgeon General, or the American Medical Association.
12. not recruit athletes from other schools.
13. follow the rules of behavior and the procedures for crowd control as established by the board and the league in which the District participates.
(Title 5, Section 5596)

Human Resources - Classified

AR 4227 (f)

TEMPORARY ATHLETIC TEAM COACHES (continued)

E. Reports Required

None

F. Record Retention

Coaches personnel file

G. Responsible Administrative Unit

Human Resources

H. Approved By

Associate Superintendent for Human Resources

Regulation Approved:
Joint Board: 3/25/97

Regulation Revised:
TUSD: 10/28/97
1998/99



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Assistant Superintendent for Human Resources
DATE: August 13, 2019
SUBJECT: **Approve Variable Term Waiver for Nicholas Harold Langer – Speech Language Pathology**

BACKGROUND: Variable term waivers 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: In reviewing staffing for the 2019-2020 school year, it has been determined that Tracy Unified School District has a need for a Variable Term Waiver in the area of Speech Language Pathology.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Variable Term Waiver for Nicholas Harold Langer, Speech Language Pathology.

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

**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 the following Variable Term Waiver. This will allow the individual below time to complete a program which will authorize him to provide speech language pathology services. The individual will be provided orientation, guidance and assistance during the valid period of the waiver.

Nicholas Harold Langer- District Wide; Speech Language Pathologist, LSH

**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: August 2, 2019
SUBJECT: Approve Resolution No. 19-02 Authorizing Teachers to Teach Outside Their Credential Authorization

BACKGROUND: Education Code Section 44263 authorizes teachers to teach outside their credential authorization provided that the teacher has eighteen (18) semester units of coursework, or nine (9) semester units of upper division or graduate coursework in the subject area to be taught. The Tracy Unified School District currently has 2 teachers on this Education Code.

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

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

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

FUNDING: None.

RECOMMENDATION: Approve Resolution No. 19-02 Authorizing Teachers to Teach Outside Their Credential Authorization

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



**BEFORE THE BOARD OF TRUSTEES OF TRACY UNIFIED SCHOOL DISTRICT OF
SAN JOAQUIN AND ALAMEDA COUNTIES, STATE OF CALIFORNIA
RESOLUTION 19-02
AUTHORIZING TEACHERS TO TEACH OUSTIDE OF THEIR CREDENTIAL
AUTHORIZATION 2019-2020**

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

Authorization shall remain valid for one year.

PASSED and ADOPTED by the Board of Trustees of the Tracy Unified School District, San Joaquin and Alameda Counties, State of California, this 13th day of August, 2019, by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District

ATTESTED:

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

Clerk
Board of Trustees
Tracy Unified School District

TEACHERS TEACHING OUTSIDE THEIR CREDENTIALS 2019-2020 SCHOOL YEAR			
Teacher's Name	Site	Ed Code	Subject
Clark-Rhotnburn, Marlene	Art Freiler	44258.2	Physical Science
Fern, Martin	Art Freiler	44256 (b)	Science
Stiles, Wesley	Art Freiler	44256 (b)	English
White, Christine	Art Freiler	44256 (b)	English
Gregory, Kia	George Kelly	44256 (b)	English
Kaur, Gurleen	George Kelly	44256 (b)	Science
Bartschi, Diana	George Kelly	44256 (b)	English
Basacker, Kristi	George Kelly	44256 (b)	Science
Klapperich, Christine	George Kelly	44256 (b)	Science
Neyland, Gerri	Kimball High	44263	Drama
Chakraverty, Arghya	Monte Vista	44256 (b)	Social Sciences
Henderson, Jeff	Monte Vista	44256 (b)	Social Sciences
Wiens, Ellen	Monte Vista	44256 (b)	Social Sciences
Williams, Tia	Monte Vista	44256 (b)	English
Wyant, Carol	Monte Vista	44256 (b)	Social Sciences
Azevedo, Jolene	Monte Vista	44256 (b)	Physical Education
Gibbons-Couris, Sarah	Monte Vista	44256 (b)	English
Kovac, Ronald	North School	44256 (b)	English
Adams, David	Poet Christian	44256 (b)	Mathematics
Telles, Jeffrey	Poet Christian	44256 (b)	History
Yasemsky, June	Poet Christian	44256 (b)	English
Anastasio, Stephen	West High	44263	Physical Education
Ignatovic, Teresa	Williams	44256 (b)	English
Mason, Terri	Williams	44256 (b)	Business/English
Keenan, Colleen	Williams	44256 (b)	Social Science
Mohr, Laura	Williams	44256 (b)	English/Social Sciences
Reszka, Cheryl	Williams	44256 (b)	Social Science/Technology
Rosales, Desi	Williams	44256 (b)	Social Science



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: August 2, 2019
SUBJECT: **Adopt Resolution 19-03, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds**

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

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

RECOMMENDATION: Approve Resolution 19-03, Authorizing the Elimination of Certain Classified Positions due to Lack of Work or Lack of Funds.

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 19-03**

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

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

WHEREAS, the Governing Board of the Tracy Unified School District has determined that it shall be necessary to eliminate the following positions in the District not later than October 12, 2019 due to lack of work or lack of funds:

- a. Eliminate seven (7) 6.5 hour/10 month Para Educator I Special Education

NOW, THEREFORE, BE IT RESOLVED that as of the close of the business day on October 12, 2019, the above referenced classified positions shall be eliminated.

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

ADOPTED by the Governing Board of Tracy Unified School District on August 13, 2019 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

Attested:

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

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