

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**

**DATE: TUESDAY, OCTOBER 8, 2019**

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

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

**A G E N D A**

- |           |   |                |
|-----------|---|----------------|
| <b>1.</b> | <b>Call to Order</b>  | <b>Pg. No.</b> |
| <b>2.</b> | <b>Roll Call – Establish Quorum</b><br>Board: S. Abercrombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, J. Silcox, L. Souza<br>Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry   |                |
| <b>3.</b> | <b>Closed Session:</b> 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.<br><b>3.1 Administrative &amp; Business Services:</b><br><br><b>3.2 Educational Services:</b><br><b>3.2.1</b> Findings of Fact: #19-20/#11, #19-20/#13, #19-20/#14<br><br><b>3.3 Human Resources:</b><br><b>3.3.1</b> Approve the Non-Reelection of Probationary Certificated Employee: #UC-1164 Pursuant to Education Code Section 44929.21(b)<br><b>Action:</b> Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain__<br><b>3.3.2</b> Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 336, Pursuant to Article XXIII<br><b>Action:</b> Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain__<br><b>3.3.3</b> Release Probationary Certificated Employee #UC-1165<br><b>Action:</b> Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain__<br><b>3.3.4</b> Consider Public Employee/Employment/Discipline/Dismissal/Release<br><b>Action:</b> Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain__<br><b>3.3.5</b> Conference with Labor Negotiator<br>Agency Negotiator: Tammy Jalique<br>Associate Superintendent of Human Resources<br>Employee Organization: CSEA, TEA |                |

**4. Adjourn to Open Session**

**5. Call to Order and Pledge of Allegiance**

**6. Closed Session Issues:**

**6a** Action Taken on Findings of Fact: #19-20/#11, #19-20/#13, #19-20/#14

**Action:** Motion \_\_; Second \_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_.

**6b** Report Out of Action Taken on Approve the Non-Reelection of Probationary Certificated Employee: #UC-1164 Pursuant to Education Code Section 44929.21(b)

**Action:** **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_.

**6c** Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 336, Pursuant to Article XXIII

**Action:** **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_.

**6d** Report Out of Action Taken on Release Probationary Certificated Employee #UC-1165

**Action:** **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_.

**7. Approve Regular Minutes of September 24, 2019.**

**1-6**

**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** Wanda Hirsch Elementary School Presentation

**9.2** Gladys Poet Christian School Presentation

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

**10.1 Administrative & Business Services:**

**10.1.1** Proposed 2020-2021 Budget Reductions

**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:**

- |               |   |             |
|---------------|---|-------------|
| <b>13.1.1</b> | 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 | <b>7-8</b>  |
| <b>13.1.2</b> | Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year   | <b>9-10</b> |

**13.2 Educational Services:**

- |               |  |              |
|---------------|--|--------------|
| <b>13.2.1</b> | Approve Agreement for Special Contract Services with Restoration Center to Provide After School Study Hall and Tutorial at Jacobson Elementary School for the 2019-2020 School Year                  | <b>11-14</b> |
| <b>13.2.2</b> | Approve Agreement for Special Contract Services with World of Wonders on Wheels (WOW) to Provide In-Class Field Trips on Science Museum for K-5th Grade Students at Jacobson Elementary School       | <b>15-19</b> |
| <b>13.2.3</b> | Approve Overnight Travel for the Kimball High School Advanced Drama Students to Attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on March 19-22, 2020 | <b>20</b>    |
| <b>13.2.4</b> | Approve Overnight Travel for the Kimball High School (KHS) Cross Country Team and Coaches to Attend the Mt. SAC Invitational in Walnut, CA, on October 24-27, 2019                                   | <b>21</b>    |
| <b>13.2.5</b> | Approve Agreement for Special Contract Services between TUSD and Main Street Music to Provide College Conductors and Professional Accompanist for the TUSD Honors Concert                            | <b>22-26</b> |
| <b>13.2.6</b> | Approve Overnight Travel for two Tracy High School AG/FFA Teachers to Attend the FABTECH Convention in Chicago, Illinois on November 11-14, 2019   | <b>27</b>    |
| <b>13.2.7</b> | Approve Overnight Travel for Tracy High School Counselor Gloria Miller to Attend the Grand Canyon University Open House in Phoenix, AZ on November 7-9, 2019   | <b>28</b>    |
| <b>13.2.8</b> | Approve Overnight Travel for Tracy High School Varsity Girls' Basketball Team to Participate in the Wine Valley Tournament in Napa, CA on December 19-21, 2019                                       | <b>29</b>    |

**13.3 Human Resources:**

- |               |   |              |
|---------------|---|--------------|
| <b>13.3.1</b> | Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment | <b>30-31</b> |
| <b>13.3.2</b> | Approve Classified, Certificated, and/or Management Employment  | <b>32-34</b> |

- 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:**

- |                |  |              |
|----------------|--|--------------|
| <b>14.1.1</b>  | Consider Claim No. 576018  | <b>35</b>    |
| <b>Action:</b> | Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain |              |
| <b>14.1.2</b>  | Adopt Resolution No. 19-09 to Excuse Meeting Absence of Board Member | <b>36-37</b> |
| <b>Action:</b> | Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain |              |

**14.2 Educational Services:** None

**14.3 Human Resources:**

**14.3.1** Approve Internship and /or Service-Learning Agreement With **38-43**  
California State University, Sacramento

**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** October 22, 2019
- 17.2** November 12, 2019
- 17.3** December 10 2019
- 17.4** January 14, 2020

**18. Upcoming Events:**

- 18.1** October 21, 2019: No School: Parent/Teacher Conferences
- 18.2** November 11, 2019: No School: Veterans Day
- 18.3** November 25-29, 2019: No School: Thanksgiving Week Break
- 18.4** 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, September 24, 2019**

**6:00 PM:** 1-3. President Abercrombie called the meeting to order and adjourned to closed session.

**Roll Call:** 4. Board: S. Abercrombie, A. Alexander, S. Kaur, B. Pekari, J. Silcox, L. Souza  
Absent: J. Costa  
Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall, B. Etcheverry

**7:00 PM** 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

**Closed Session:** 6a Action Taken on Findings of Fact: #19-20/#02, #19-20/#05, #19-20/#07, 19-20/#9, 19-20/#10  
**Action:** Pekari, Silcox. **Vote:** Yes-6; No-0; Absent-1(Costa)  
6b Report Out of Action Taken on Reinstatements: AR#19-20/#9  
**Action:** **Vote:** Yes-4; No-0; Absent-1(Costa)  
6c Report Out of Action Taken on PE Exemptions: WHS# 10328268, WHS# 10345329, WHS# 10308269  
**Action:** **Vote:** Yes-4; No-0; Absent-3(Costa, Alexander, Souza)  
6d Report Out of Action Taken on Consider Paid and Non-Paid Leave of Absence Request for Classified Employee #UCL-335, Pursuant to Article XXIII  
**Action:** Approved. **Vote:** Yes-4; No-0; Absent-3(Costa, Alexander, Souza)

**Minutes:** **Approve Regular Minutes of September 10, 2019**  
**Action:** Pekari, Alexander. **Vote:** Yes-6; No-0; Absent-1(Costa)

**Employees Present:** R. Soto, J. Lopez, J. Nott, V. Aceves, R. Riddle, M. Johnson, A. Ciraulo, J. Gomez, A. Gil, S. Agapie, C. Crone. K. Felisberto, S. Hagerty, A. Worden, J. Winberley, T. Gonzales, H. Yates, D. Brown, J. Stocking

**Press:** B. Browne, Tracy Press

**Visitors Present:** A. Bullock, V. Serrano, A. Chavez, M. Hernandez, C. Lozano, E. Rodriguez, R. Lopez, J. Villa, A. Garcia, C. Cono, E. Velasco, L. Rangel, J. Olivares, Z. Davila, L. Romero, C. Masten, B. Coronado, S. Alejandre, B. Mendez, A. Villela, M. King, I. Sanchez, S. Christensen, L. Sanchez, S. Ross, J. Crone, C. Blair, L. Martinez, R. Singh, D. Skinner, M. Diaz, S. McIntyre

**Student Rep Reports:** **Kimball High:** Gabriel Coronado reported that it's Homecoming season and students have been working on it for the past month. They will have a spooky

movies theme. Starting on September 30<sup>th</sup> with Midnight Monday with the powder puff game at 6:00. Each day has a specific theme and a night rally is scheduled for Wednesday. Friday is extreme orange and blue day and the first ever carnival on campus from 1:00 to 3:30. The football game will be against Weston Ranch with the Homecoming dance after. Students are excited and stressed. He invited everyone to attend. They have also planned the 2<sup>nd</sup> annual trunk or treat and all are welcome. In sports the football team has been playing hard and water polo is having a good season. Next week CSU applications are open for seniors. Theatre cancelled to *Kill a Mocking Bird* and will replace it with *Charlie and the Chocolate Factory*.

**Tracy High:** Sophia Alejandre reported that on Friday, September 13<sup>th</sup> was their first home game with a rally and dance. Students showed their Bulldog spirit and teachers played knock out and a game of tug of war. The football game was against Manteca. They lost but had a great time and a dance was held after. September 16-20<sup>th</sup> is St. Jude's at Tracy High. Everyone teamed up to raise awareness about childhood cancer. They had spirit days in support of St. Jude. And sold bracelets and t-shirts. They raised over \$7,000 which was \$2000 more than last year. On September 27<sup>th</sup> the link crew will host Friyah with Freshman. Flower parties will be starting to get ready for Homecoming. The these is seasons. Science teacher, Mr. Wedell passed away. All classes collected recycling in order to have a scholarship in his name.

**West High:** Briana Mendez and Alexis Villela reported that the Wolf Pack entered the jungle against Kimball High. They lost but showed a lot of spirit and the following week they won against Ceres 27-0. September is suicide awareness month. Their goal to spread awareness. Each year they paid the school yellow with yellow ribbons all over campus. In October they will be preparing for Homecoming. The annual Powder Puff game is a week away. They have created a new club called Club Unity for the community of special needs students. They plan to have special ed students join the leadership class for lots of fun. The goal is to unite general ed students with special ed students and show strength of diversity. Last weekend students helped decorate downtown lampposts with cornstalk and an orange ribbon for the season. October 4<sup>th</sup> is the Homecoming parade. Two freshman students from leadership spoke about high school and stereotypes. Their focus is diversity for all clubs. They have amazing staff members that are very kind and helpful. Teaches respect each other's differences. They are thankful that West High has given opportunities to be involved on and off campus. Everyone has made feel welcomed.

## **Recognition & Presentations:**

### **9.1 South/West Park Elementary School Presentation**

Principal, Ramona Soto and Assistant Principal, Juan Lopez, presented a Prezi presentation. They make sure that students are there every day so they can learn and be successful. They monitor their academic progress and expect all students to be respectful, responsible and safe. Parent and community involvement is very important at Southwest Park. They offer professional development for parents. They then take tools and work together to support their children at home. They gave an update on the STEM grant. They worked together this summer to support staff and monitor student progress. Students fully participate with enthusiasm and support of teachers. Responsibility centered discipline (RCD) teaches students to

take responsibility for their behavior. They make sure they fully understand their actions and take responsibility so that they can change that behavior. Support is provided for staff and then implemented in the 2<sup>nd</sup> year. This is bringing students staff and community together.

**Information &  
Discussion Items:**

**10.1 Educational Services:**

**10.1.1** Receive Report on AVID (Advancement Via Individual Determination) Director of Continuous Improvement, State and Federal Programs, Julianna Stocking, and AVID District Coordinator, Dave Brown, presented a power point. They showed a video of students holding signs about what they have been told and how AVID has helped them. AVID is a school wide college readiness system to help all students. They focus on instruction, systems, leadership and culture. They reviewed the college readiness system. Poet Christian is the only AVID elementary school. WICOR is a collection of teaching strategies and learning strategies. AVID students have average to high test scores, have desire and determination, could be first in family to attend college, low income or special circumstances. There are 3 district wide AVID goals: instruction, systems and culture. There are currently 672 students in AVID grades 6-12. They will continue to monitor and implement AVID site plans using the continuous improvement cycle have quarterly AVID site team workshops, meaningful site visits and coaching, professional learning workshops and training staff to present AVID professional learning modules. They showed a video about students going to college and how AVID helped them see their potential.

**Hearing of  
Delegations**

**11.** Mayeli Diaz is a parent at Southwest Park. She feels that Ms. Soto does not support the parents and is not available to meet with them. She's upset that there is not child care so that parents can volunteer at school and that they do not have Parent Café any more. There is no parent liaison to help voice their concerns. She feels there's no enough communication and that she has alienated parents. She submitted a petition for removal of her position as principal and submitted it to the district.

Ms. Lopez of Taylor Farms is here representing Tracy Chamber tonight. She has flyers to distribute and wanted to invite everyone to the One World Festival at Lincoln Park Saturday, September 28<sup>th</sup>. She also needs students to volunteer with set up and clean up.

Susan Agapie is a special education teacher and loves her students and is always there for them. She appreciated Chris Crone and knew he would be an asset to the department. He appreciated her work ethic. She is grateful to have worked under him.

Chris Crone thanked the board for opportunity to speak. Last Friday he was surprised when he met with the superintendent and was told we are moving in a different direction. He has been here for 10 months and wondered what he did wrong. He had an evaluation in June of 2019 from Dr. Harrison. He believes his



evaluation was not based on facts. He also believes that the story was fabricated about an event that happened on May 13<sup>th</sup>. He provided a 3-page response to his evaluation to give his perspective. He passed out copies to the board. Since that one event he has had ongoing meetings with the tech department to make sure reports are ready to go on time. Special Education is a huge endeavor and he has worked hard to build a team.

Cleveland Masten is a resident of Tracy. He is a business owner and Pastor. He listed several questions that he wanted to know the answers to about HR practices regarding Mr. Crone.

Ms. McIntyre read statement a statement. She was sad and shocked about Chris. Her interactions with him have been nothing but positive. She felt he was honest, patient, humble and approachable. She has a special ed child in our program.

Jelena Crone is Chris Crone's wife and speaking from her perspective. She was disappointed to see the district move in this direction. She didn't know what went wrong and tried to play both sides. She felt that if information is given from one person to another, sometimes the message can change. She urged the board to research the facts and investigate. She feels that this will not reflect positively on the district.

- |                        |  |
|------------------------|--|
| <b>Public Hearing:</b> | <p><b>12.1 Educational Services:</b></p> <p><b>12.1.1</b> Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District<br/>Public hearing was opened at 7:58 pm.<br/>No comments were made.<br/>The public hearing was closed at 7:59 pm.</p>  |
| <b>Consent Items:</b>  | <p><b>13. Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.</b><br/><b>Action:</b> Pekari, Souza. <b>Vote:</b> Yes-6; No-0; Absent-1(Costa)</p> <p><b>13.1 Administrative &amp; Business Services:</b></p> <p><b>13.1.1</b> Approve Accounts Payable Warrants (August, 2019)<br/>(Separate Cover Items)</p> <p><b>13.1.2</b> Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda</p> <p><b>13.1.3</b> 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</p> <p><b>13.1.4</b> Approve Payroll Reports (August, 2019)</p> <p><b>13.1.5</b> Approve Revolving Cash Fund Reports (August, 2019)</p> <p><b>13.2 Educational Services:</b></p> <p><b>13.2.1</b> Approve Agreement for Special Contract Services with San Joaquin County Behavioral Health Center Services to Provide Parenting Classes to families in all TUSD Schools. These include Nurturing Parenting Program: "Alcohol and Kids don't Mix," and Strengthening Parenting Program: "Strengthening Multi-ethnic</p> |



Families and Communities”

- 13.2.2 Approve Out of State Travel for Educational Services Staff to Attend the Houghton Mifflin Harcourt (HMH) Executive Leadership Council in Boston, MA, December 4-6, 2019
- 13.2.3 Approve Out of State Travel for West High Journalism Teacher Alana Escalante and 4 Student Officers, to Attend the Journalism Editors Association 2019 National Convention in Washington D. C. on November 19-25, 2019
- 13.2.4 Approve California Science Project Grant for West High School Science Department
- 13.2.5 Approve Agreement for Special Contract Services with Tyson Amir of Freedom Soul Media, Motivational Speaker

---

13.3 **Human Resources:**

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

**Action Items:**

14.1 **Administrative & Business Services:**

- 14.1.1 Adopt Board Bylaws to Be Compliant with CSBA Guidelines (Second Reading)

**Action:** Souza, Silcox. **Vote:** Yes-6; No-0; Absent-1(Costa)

- 14.1.2 Authorize the Associate Superintendent for Business Services to Enter Into a Pre-Unification Agreement with Banta Elementary School District

**Action:** Kaur, Pekari. **Vote:** Yes-6; No-0; Absent-1(Costa)

- 14.1.3 Approve Resolution 19-07 Authorizing AZ Bus Sales to Make Application for, to Sign Required Assurances, and to Administer the Lower-Emission School Bus Program with Respect to Applications for Local, State, and Federal Programs, Projects or Grants, on Behalf of Tracy Unified School District

**Action:** Souza, Alexander. **Vote:** Yes-6; No-0; Absent-1(Costa)

- 14.1.4 Adopt Joint Resolution No. 2018/19 - #15 in Support of a Joint Petition for Reorganization of a Portion of Tracy Unified School District to Form Banta Unified School District within the Boundaries of Banta Elementary School District (Separate Cover Item)

**Action:** Pekari, Kaur. **Vote:** Yes-6; No-0; Absent-1(Costa)

- 14.1.5 Delete Board Bylaw 9400

**Action:** Silcox, Souza. **Vote:** Yes-6; No-0; Absent-1(Costa)

14.2 **Educational Services:**

- 14.2.1 Adopt Resolution #19-08: A Declaration That There Are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District

**Action:** Souza, Pekari. **Vote:** Yes-6; No-0; Absent-1(Costa)

14.3 **Human Resources:**

- 14.3.1 Approve Declaration for a Provisional Internship Permit

**Action:** Silcox, Souza. **Vote:** Yes-6; No-0; Absent-1(Costa)

**14.3.2 Approve Intern Agreement With Chico State University**

**Action:** Pekari, Souza. **Vote:** Yes-6; No-0; Absent-1(Costa)

**Board Reports:**

Trustee Silcox passed. Trustee Souza thanked Southwest Park for presenting. She appreciates the progress made on that school and all that they have done with students. She was excited to hear about the AVID program. It's good to see so many people in attendance. Trustee Kaur thanked everyone for their presentations. We are holding an LCAP meeting on September 28<sup>th</sup> from 11:00 to 1:00 in Modesto. Trustee Alexander thanked everyone and stated that AVID is a great program. Trustee Pekari had the opportunity to go on classroom visits with Dr. Stephens. They visited Hirsch Elementary. It was great to see what's going on and with STEM. They visited 6 different classes and it was great to see the excitement of the kids and their engagement. Our West High students helped decorate our downtown Tracy area. It's good to see our business owners collaborating with students. They put up the cornstalks attached to the light posts. Trustee Abercrombie appreciated everyone coming out and being respectful.

**Superintendent Report:**

Dr. Stephens attended the West High JROTC program ceremony on September 11<sup>th</sup>. They did a great job. We have 107 students in the program and just added a second instructor. He visited Hirsch classrooms with Brian Pekari. If any board member would like to join him, please contact Bobbie. Last week he was able to attend North's students performing a cultural dance and it was outstanding.

**Adjourn: 8:06 pm**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** September 26, 2019  
**SUBJECT:** **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District**

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

Tracy Unified School District:

1. Tracy Unified School District/Visual & Performing Arts: From America's Music Teacher for the amount of \$4,320.90 (ck. #2094). This donation stems from tickets sales during the Tracy Honors Concert and it will benefit Tracy Unified School District's Visual and Performing Arts program.

Kimball High School:

1. Tracy Unified School District/Kimball High School: From WePay for the amount of \$3,628.00 (ck. #0036289135). This donation was collected using the Snap Raise platform and it will go towards Kimball High School's first homecoming carnival.

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

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

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

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** October 8, 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>Approved</i>	<i>Current</i>
Freiler Staff Parent Association	<i>Approved</i>	<i>Current</i>
George Kelly PTO	<i>Approved</i>	<i>Current</i>
Hirsch Parent Teacher Organization	<i>Approved</i>	<i>Current</i>
Homefield Advantage Athletic Booster Club	<i>Approved</i>	<i>Current</i>
Jacobson Staff Parent Association	<i>Approved</i>	<i>Current</i>
Jaguar Theatre Booster Club	<i>Approved</i>	<i>Current</i>
Kimball High School Athletic Booster Club	<i>Recommended for Approval</i>	
Kimball High School PSTA	<i>Approved</i>	<i>Current</i>
Parents at Williams Staff Students (PAWSS)	<i>Approved</i>	<i>Current</i>
Poet Christian PTSA	<i>Approved</i>	<i>Current</i>
South/West Park Parent Club	<i>Approved</i>	<i>Current</i>
Tracy High Baseball Boosters	<i>Approved</i>	<i>Current</i>
Tracy Bulldog Band Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Football Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Volleyball Booster Club	<i>Approved</i>	<i>Current</i>
Villalovoz PFC	<i>Approved</i>	<i>Current</i>
West High Music Boosters	<i>Approved</i>	<i>Current</i>
West High Science Boosters	<i>Approved</i>	<i>Current</i>

Revised 10/8/2019



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** September 27, 2019  
**SUBJECT:** **Approve Agreement for Special Contract Services with Restoration Center to Provide After School Study Hall and Tutorial at Jacobson Elementary School for the 2019-2020 School Year**

**BACKGROUND:** As part of the 2019-2020 Site Plan for Jacobson School, the school administration and parents determined there is a critical need at JES to support at-risk students and their overall school performance. We would like to focus our attention on these at-risk students by partnering with the Restoration Center to provide a stable environment for students to study and receive academic tutorial.

**RATIONALE:** In order to continue focusing on academic performance, JES will be contracting with Restoration Center for tutoring, after-school academic supervision and general assistance with students and parents to support their learning process. This Agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Grant from City of Tracy. No cost to the District.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Restoration Center to Provide After School Study Hall and Tutorial at Jacobson Elementary School for the 2019-2020 School Year.

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



# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide after school tutoring for grades 1-5 as an academic support in multiple subjects (ELA, math, Science, Social Studies, etc.) from 2:00-4:30 pm for the remainder of the school year. 3 support tutors will be on site each tutoring day/time.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 ( ) [ ] HOURS [x ] DAYS, under the terms of this agreement at the following location Jacobson Elementary School.

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

- a. District shall pay \$0 per [ ] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$0. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [x ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [ ] 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 10/10/2019, and shall terminate on 5/22/2020.

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, Mary Petty, at (209) 830-3315 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [☒] WILL [☐] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

\_\_\_\_\_  
Contractor Signature Title

\_\_\_\_\_  
IRS Identification Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Tracy Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Account Number to be Charged

\_\_\_\_\_  
Department/Site Approval

\_\_\_\_\_  
Budget Approval

\_\_\_\_\_  
Date Approved by the Board



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** September 26, 2019  
**SUBJECT:** **Approve Agreement for Special Contract Services with World of Wonders on Wheels (WOW) to Provide In-Class Field Trips on Science Museum for K-5<sup>th</sup> Grade Students at Jacobson Elementary School**

**BACKGROUND:** Students attending Title 1 Schools are currently at risk and in need of further developing core skills. The focus on science will develop reading, writing, listening and speaking skills as students engage in science-based activities designed to reignite a love of learning. World of Wonders on Wheels provides a credentialed Educational Program Coordinator to facilitate engaging science experiences in each classroom. WOW on Wheels offers standards-based, hands-on activities that will further enrich the science curriculum and spark student curiosity about the world around them.

**RATIONALE:** The World of Wonders on Wheels Science in-school field trips will provide each of our K-5<sup>th</sup> grade classrooms with at least 2 separate experiment activities. This aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The total cost will not exceed \$6570.00 and will be paid by site funds, site Title I funds and MAA funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with World of Wonders on Wheels (WOW) to Provide In-Class Field Trips on Science Museum for K-5<sup>th</sup> Grade Students at Jacobson Elementary School

**Prepared by:** Mary Petty, Principal, Jacobson 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 World Wonders of Science Museum, 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 NGSS curriculum containing an array of TK to 5th Grade engaging, highly effective, Hands-on Science lesson. Lessons are grade level focused lead by World of Wonders of Science employees .

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 54 ( ) [x ] HOURS [ ] DAYS, under the terms of this agreement at the following location Melville S. Jacobson School.

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

- a. District shall pay \$6,567.40 per [ ] HOUR [ ] DAY [x ] FLAT RATE, not to exceed a total of \$6,570.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [x ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [x ] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on Nov., Dec., 2019 & Jan & Feb. 2020, and shall terminate on February 29, 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, Mary Petty, at (209) 830 3315 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

Contractor Signature \_\_\_\_\_ Title \_\_\_\_\_

IRS Identification Number \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

2 North Sacramento Street \_\_\_\_\_

Lodi, CA 95240 \_\_\_\_\_

Tracy Unified School District \_\_\_\_\_

9/26/19

Date \_\_\_\_\_

Account Number to be Charged \_\_\_\_\_

Department/Site Approval \_\_\_\_\_

Melville S. Jacobson Elementary School

Budget Approval \_\_\_\_\_

Date Approved by the Board \_\_\_\_\_



World of Wonders WoW on Wheels

2 N. Sacramento Street  
Lodi CA 95240

# Invoice

Date	Invoice #
9/19/2019	1970 WOW

Bill To
Jacobson 1750 West Kavanagh Ave Tracy, CA 95376

P.O. No.	Terms	Project
	Due 3 weeks prior	

Quantity	Description	Rate	Amount
2	WoW on Wheels Grades TK & K Date: Nov 6th 2019 & Jan 28 2020 Lesson: Shells & Magnets	460.00	920.00
2	WoW on Wheels Grades 1st Date: Nov 7th 2019 & Jan 29th 2020 Lesson: Bee-Bots & Magnets	465.00	930.00
2	WoW on Wheels Grades 2nd Grade Date: Nov 8th 2019 & Jan 30th 2020 Lesson: Slime & Magnets	465.00	930.00
2	WoW on Wheels Grades 3rd Date: Dec 4th 2019 & Feb 29th 2020 Lesson: Magnets & IDEA	465.00	930.00
2	WoW on Wheels Grades 4th Grade Date: Dec 5th & Feb 27th Lesson: Earthquake Engineering & Converting Electricity	560.00	1,120.00
2	WoW on Wheels Grades 5th Grade Date: Dec 6th & Feb 28th Lesson: IDEA & Whats the Matter	560.00	1,120.00
12	Travel fees @ \$0.70 per mile 72 miles Round Trip	51.45	617.40
Cancellation Policy: Within 3 weeks of scheduled event incur a \$75 per class fee. Within 24 hours no communication/confirmation of cancellation incur a 100% cancellation fee.			
Thank you for supporting the WoW! Please contact Scott@wowsciencemuseum.org if you have any questions		<b>Total</b>	\$6,567.40



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** September 25, 2019  
**SUBJECT:** **Approve Overnight Travel for the Kimball High School Advanced Drama Students to Attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on March 19-22, 2020**

**BACKGROUND:** The Kimball High School (KHS) Advanced Drama students would like to attend the Disney: Behind the Scenes and Leadership Disney at the Disneyland Resort in Anaheim, CA. Students will train and learn from cast members in the performing arts on March 19-22, 2020. Forty (40) students will attend this event. They will travel to Anaheim after school on the afternoon of March 19 and will return home on March 22, 2020. Students will be transported by District approved parent volunteers in private vehicles. All drivers meet the District driving requirements. Supervision will be provided by the drama teacher, Geri Neylan, Principal Benjamin Keller and District approved parent volunteers. They will stay at the Tropicana Inn & Suites in Anaheim CA. Academic arrangements have been made for these students.

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

**FUNDING:** There will be no cost to the District. The total cost per participant will be \$350.00 which includes training materials, park entrance and transportation. Funding for this trip will be paid through a combination of fundraising opportunities and personal funding for the participants electing to participate in this event.

**RECOMMENDATION:** Approve Overnight Travel for the Kimball High School Advanced Drama Students to Attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on March 19-22, 2020.

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



# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** September 17, 2019  
**SUBJECT:** **Approve Overnight Travel for the Kimball High School (KHS)  
Cross Country Team and Coaches to Attend the Mt. SAC  
Invitational in Walnut, CA, on October 24-27, 2019**

**BACKGROUND:** The Kimball High School (KHS) Cross Country Team, consisting of 36 students, two Coaches (Ben Trombley and Jennifer Trombley), and 4-6 District approved parent volunteers will travel to Walnut, CA, for the Mt. SAC Cross Country Invitational. KHS Cross Country has been a growing program, successful in the Valley Oak League and in the Sac-Joaquin Section. While at Mt. SAC, we will also tour the campus and expose students to new opportunities.

**RATIONALE:** The cross country competition involves students competing against athletes from across California and the United States. This aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** Lodging and Transportation will be paid through fundraising efforts done by the Kimball High Cross Country team. Estimates for lodging and gas are \$2,800.00 and \$800.00 respectively. Fundraising will be accomplished through the Jaguar Invitational, an event which raises approximately \$1,500.00 - \$2,000.00 and an additional fundraiser. Any additional needed funds will be paid by those who wish to participate in the event.

**RECOMMENDATION:** Approve Overnight Travel for the Kimball High School (KHS) Cross Country Team and Coaches to Attend the Mt. SAC Invitational in Walnut, CA, on October 24-27, 2019.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** September 26, 2019  
**SUBJECT:** **Approve Agreement for Special Contract Services between TUSD and Main Street Music to Provide College Conductors and Professional Accompanist for the TUSD Honors Concert**

**BACKGROUND:** Every year students are selected to perform in the District Honor Band and have guest conductors. This year there are approximately 60 students who will participate in the Honor Band. Main Street Music will provide the professional services of four collegiate level honors conductors and one professional choral accompanist. These five professional will direct the rehearsals and concerts at Tracy High School and the Tracy Grand Theater with TUSD supervision. These rehearsals and performances will work with students in grades 7-12 from both TUSD and Jefferson School District in four performing ensembles. Rehearsals will be on January 31, and February 1, 2020 from 8:00 a.m. – 2:00 p.m. The Honor Band will perform in concert on February 1, 2020 at 4:30 p.m. and 7:00 p.m.

**RATIONALE:** Having guest conductors for this year's Honor Band is important for two reasons. Firstly, collegiate level guest conductors provide an opportunity for our students to work with a college band director who is a highly respected music educator. The conductors will provide new perspectives, skills and talents, which allow our students to grow and develop as young musicians. Secondly, collegiate level conductors help to establish a link between Tracy Unified School District's music program and college level music programs which will result in benefits to both programs. This agenda item supports all three District Strategic Goals: #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The cost is a flat rate not to exceed a total of \$7400.00. Funding will be provided by the District Visual and Performing Arts fund.

**RECOMMENDATION:** Approve Agreement for Special Contract Services between TUSD and Main Street Music to Provide College Conductors and Professional Accompanist for the TUSD Honors Concert.

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

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

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Main Street Music, 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: \_\_\_\_\_  
Main Street Music will provide the professional services of four collegiate level, honors conductors and one professional choral accompanist.  
These five professionals will direct the rehearsals and concerts at Tracy High School and the Tracy Grand Theater with TUSD supervision.  
These rehearsals and performances will work with student (grades 7-12, from both TUSD and Jefferson SD) in four performing ensembles.  
Rehearsals will be on 1/31/20 8am-5pm & 2/1/20 8am-2pm. Performances will be on 2/1/20 at 4:30pm & 7:00pm.

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 TWO ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Tracy High School & Grand Theater.

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

- a. District shall pay \$7400.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$7400.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on January 31, 2020, and shall terminate on February 1, 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, Dr. Sheila Harrison, at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [ ☐ ] WILL [ ☒ ] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

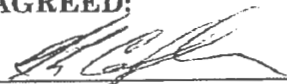
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

**AGREED:**

  
Contractor Signature \_\_\_\_\_ President  
Title

20-2159417

IRS Identification Number

Main Street Music, Inc.

Title

45 West 10th Street

Address

Tracy, CA 95376

Tracy Unified School District

Date

TUSD VPA

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



# Main Street Music

45 W. 10th Street  
Tracy CA 95376

(209) 835-1125

## PROPOSAL

PROPOSAL	DATE
589993	09/17/2019 8:58a
ACCT	EMPL ID
6596	JASON
PO	EXPIRES
	10/17/2019

**Bill To:** Tracy Unified School District  
1975 W. Lowell  
Tracy CA 95376

H(209)831-5555

QTY	SKU#	DESCRIPTION	PRICE EA	TOTAL
1		Accompanist	500.00	500.00
1		service fees	900.00	900.00
4		Music directors for TUSD Honor Concert	1500.00	6000.00

For 2020 Honors Concert at the Grand Theatre

	<b>SUBTOTAL</b>	7400.00
	<b>TOTAL</b>	7400.00
	26	



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** September 16, 2019  
**SUBJECT:** Approve Overnight Travel for two Tracy High School AG/FFA Teachers to Attend the FABTECH Convention in Chicago, Illinois on November 11-14, 2019

**BACKGROUND:** The Tracy High School AG/FFA department, consisting of two teachers, will travel to Chicago, Illinois for the FABTECH Convention. This is a four day event that provides educational sessions and expert-led presentations covering the latest trends and technology in the metal forming, fabricating, welding, and finishing industries. Attendees will gain specific, practical, and knowledgeable information to better their skills and apply them to all students.

**RATIONALE:** CTE teachers must be properly trained to teach the skills necessary to succeed in all classes, as well as be comfortable with the newest, most effective teaching strategies. By applying these skills, it will help prepare students to consider multiple careers and occupations, learn expected workplace behavior, and develop specific skills within an industry, and are provided opportunities to apply academic and occupational skills in the workplace or a simulated workplace environment. Through these strategies, students learn how to apply what they are learning in the classroom as they prepare to transition into the world of college and career opportunities. This aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Lodging, transportation, meals and registration costs will not exceed \$5,000.00. The cost will be paid by CTE funds.

**RECOMMENDATION:** Approve Overnight Travel for two Tracy High School AG/FFA Teachers to attend the FABTECH Convention in Chicago, Illinois on November 11-14, 2019.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** September 20, 2019  
**SUBJECT:** **Approve Overnight Travel for Tracy High School Counselor Gloria Miller to Attend the Grand Canyon University Open House in Phoenix, AZ on November 7-9, 2019**

**BACKGROUND:** Tracy High Counselor Gloria Miller was invited to attend the Grand Canyon University Open House on November 7-9, 2019 in Phoenix, Az. This event is designed to acquaint educators with an opportunity to visit their campus.

**RATIONALE:** Counselors provide academic planning goals to students regarding four-year colleges and universities. By visiting the Grand Canyon University Campus, the counselor can provide “first hand” information regarding programs offered as well as key features for the aesthetics of that campus. This aligns with District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students’ academic, social, and emotional potential.

**FUNDING:** Lodging, meals and transportation costs will be provided by Grand Canyon University. There is no cost to the District for the counselor to attend this event.

**RECOMMENDATION:** Approve Overnight Travel for Tracy High School Counselor Gloria Miller to Attend the Grand Canyon University Open House in Phoenix, AZ on November 7-9, 2019.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** September 19, 2019  
**SUBJECT:** **Approve Overnight Travel for Tracy High School Varsity Girls' Basketball Team to Participate in the Wine Valley Tournament in Napa, CA on December 19-21, 2019**

**BACKGROUND:** The Tracy High Varsity Girls' Basketball Team would like to participate in the Wine Valley Tournament in Napa, CA. Approximately 12 players and 3 coaches will attend this event. They will travel to Napa on December 19-21, 2019. The team will travel by District vans, driven by District approved drivers. The team will stay at the Embassy Suites in Napa. The team will be chaperoned by Coach Derek Solano and Assistant Coaches throughout the duration of the trip.

**RATIONALE:** Two overnights are required to provide the basketball team ample time to rest and prepare for their game as well as the possibility of a late night game. The basketball team is strengthened by the opportunity to play together in this tournament. This time together will allow for "team building" on and off the court. This is a wonderful opportunity and ties in with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** The Tracy High Athletic Department will pay the \$750.00 transportation cost for District vans to be driven by the coaches. Individual players will pay for additional food and miscellaneous expenses. The Tracy High School Girls' Basketball Program (ASB) will pay the \$350.00 tournament fee for the team and the cost for the hotels rooms.

**RECOMMENDATION:** Approve Overnight Travel for Tracy High School Varsity Girls' Basketball Team to Participate in the Wine Valley Tournament in Napa, CA on December 19-21, 2019.

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** September 30, 2019  
**SUBJECT:** **Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment**

## BACKGROUND:

## CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Arroyo, Alexander Irrig. Spec./Maint. Mech.	KHS	09/30/19	Accepted Maintenance Mechanic position
Garcia, Sherry Para Educator I	Villa	01/01/20	Personal
Hoffert, Brandi FSW	KHS	09/17/19	Personal
Lemire, Traci School Supervision Assist.	Hirsch	09/24/19	Personal
Jett, Andrea School Supervision Assist.	MVMS	09/27/19	Accepted SSA position at George Kelly
Ramini, Soujanya School Supervision Assist.	Villa	09/16/19	Accepted Para Ed I position at Bohn
Vega-Sanchez, Alexia School Supervision Assist.	MVMS	09/29/19	Accepted Para Ed I position at Central

## BACKGROUND:

## CLASSIFIED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Herriage, Ted Maint. Specialist/Welder	Maintenance	11/4/19

Sandford, Cynthia

Administrative Secretary

WHS

12/31/19

**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:** September 30, 2019  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Hodge, Aunrae

Loretelli, Matthew

Williams, Keegan

## CERTIFICATED

4/5 SDC (Replacement)  
Central Elementary  
Class I, Step 1 "A" \$43,289.00  
Funding: Special Education

Social Science/AVID (Replacement)  
Kimball High  
Class IV, 1 "A" \$43,186.00  
Funding: General Fund

RSP (Replacement)  
Tracy High  
Class I, Step 1 "A" \$44,269.00  
Funding: Special Education

## BACKGROUND:

Anderson, Kathleen

Arroyo, Alexander

## CLASSIFIED

School Supervision Assistant  
(Replacement)  
Villalovoz  
Range 21, Step C - \$15.43 per hour  
1.5 hours per day  
Funding: General Fund

Maintenance Mechanic (Replacement)  
Maintenance Department  
Range 50, Step A - \$27.63 per hour + ND  
8 hours per day  
Funding: Ongoing and Major Maintenance



Grande, Elizabeth	High School Attendance Clerk (Replacement) Kimball High School Range 26, Step A - \$15.77 per hour 8 hours per day Funding: General Fund
Jett, Andrea	School Supervision Assistant (Replacement) George Kelly School Range 21, Step B - \$14.74 per hour 1 hour per day Funding: General Fund
Montano, David	Utility Person III (New) Transportation/Grounds Range 38, Step C - \$22.92 per hour 8 hours per day Funding: General Fund – 25%; Ongoing & Major Maintenance – 25% and Home to School Transport – 50%
Pinedo, Pablo	Parent Liaison – (Replacement) Jacobson/McKinley Elementary Schools Range 28, Step B - \$17.31 per hour 8 hours per day Funding: Targeted EL
Ramini, Soujanya	Para Educator I (Replacement) Bohn Elementary School Range 24, Step D - \$17.31 per hour 3 hours per day/Tuesday through Friday Funding: IASA-Title I
Torres De Rubio, Olga	School Supervision Assistant (Replacement) Poet Christian School Range 21, Step A - \$14.07 per hour 1.5 hours per day Funding: General Fund
Vega-Sanchez, Alexia	Para Educator I (Replacement) Central Elementary School Range 24, Step A - \$15.07 per hour 3 hours per day Funding: Targeted SES
Young, Sean	Utility Person III (Replacement) Transportation/Pre-Schools Range 38, Step A - \$20.85 per hour + ND 8 hours per day Funding: General Fund – 25%; Ongoing & Major Maintenance – 25% and Special Ed Transportation – 50%

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

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



# BUSINESS SERVICES MEMORANDUM

---

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** September 26, 2019  
**SUBJECT:** Consider Claim No. 576018

**BACKGROUND:** On September 24, 2019, a claim was received by the Tracy Unified School District in which the claimant stated that a loss or injury occurred on March 29, 2019.

The District's insurance providers reviewed the subsequent claim and determined:

- a. The information provided to date does not suggest that there is a liability on behalf of the School District.

The District's insurance providers recommend a rejection/denial of this claim by the Board of Trustees.

The amount of the claim is noted as being in excess of \$25,000.00.

**RATIONALE:** District's insurance advisors, legal advisors, and District staff recommend rejection/denial of this claim. This is standard practice in order to protect the District from future litigation.

**FUNDING:** District insurance account covers costs up to the Board approved deductible amount.

**RECOMMENDATIONS:** Reject Claim No. 576018.

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



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. Brian R. Stephens, Superintendent  
**DATE:** September 30, 2019  
**SUBJECT:** **Adopt Resolution No. 19-09 to Excuse Meeting Absence of Board Member**

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

**RATIONALE:** Board of Education member Jill Costa was absent for the regular meeting of September 24, 2019. The Board of Education finds that Jill Costa's absence from the meeting of September 24, 2019, was due to a hardship deemed acceptable by the Board of Education;

**FUNDING:** Unrestricted General Fund, Previously Budgeted.

**RECOMMENDATION:** Adopt Resolution No. 19-09 to Excuse Meeting Absence of Board Member.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 19-09  
Resolution to Excuse Meeting Absence of Board Member**

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

**WHEREAS**, Board of Education member Jill Costa was absent for the regular meeting held September 24, 2019, due to a hardship;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education finds that Jill Costa's absence from the regular meeting of September 24, 2019, was due to a hardship deemed acceptable by the Board of Education;

**BE IT FURTHER RESOLVED** that the Board of Education therefore determines that Ms. Costa shall be paid for her absence from the regular meeting of September 24, 2019, and further directs that the adoption of this Resolution shall be recorded in the minutes of this meeting of October 8, 2019.

Resolved this 8<sup>th</sup> day of October, 2019, at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES:                      NOES:                      ABSENT:                      ABSTENTION:

\_\_\_\_\_  
PRESIDENT, BOARD OF EDUCATION  
TRACY UNIFIED SCHOOL DISTRICT

Attest:

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

\_\_\_\_\_  
Clerk  
Board of Education  
Tracy Unified School District



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** September 25, 2019  
**SUBJECT:** Approve Internship and /or Service-Learning Agreement With California State University, Sacramento

**BACKGROUND:** Tracy Unified School District currently employs interns through a number of colleges and universities. The District also encourages these colleges and universities to place students in our schools to fulfill their requirement for obtaining a teaching credential. This has aided the District in increasing the number of candidates that are available for a variety of positions within the district. A contract with California State University Sacramento and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective October 08, 2019 and will remain valid for 5 years.

**RATIONALE:** By adding California State University Sacramento Intern Program and/ or Service-Learning, the District will expand its pool of applicants. Students working on their field experience will be placed with permanent status teachers within our district who are willing to serve as master teachers with the approval of their site principal. This agenda item meets 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:** There is no cost to the District.

**RECOMMENDATION:** Approve Internship and/ or Service-Learning Agreement with California State University, Sacramento.

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

**Site Agreement for Furnishing Experience  
For Academic Internship and/or Service-Learning**

This agreement ("Agreement") is between the Trustees of the California State University on behalf of **California State University, Sacramento ("University")** and **Tracy Unified School District ("Learning Site")**. In consideration of the mutual promises set forth below, the University and Learning Site ("parties") agree as follows:

**RECITALS**

The University has approved courses and such courses require directed observation and/or practical experience for students in various fields of study.

The Learning Site has facilities for furnishing directed observation and/or practical experience to the University's students.

It is to the benefit of the University that its students be permitted to use the facilities of the Learning Site for their learning experience.

It is to the benefit of the Learning Site to contribute to the education of the University's students.

There shall be no monetary obligations on the part of one party to the other.

The Learning Site and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.

This Agreement shall replace and supersede any existing agreement between the parties for student placement for similar activities under Academic Internship and/or Service Learning. This agreement shall not replace any existing agreement for Nursing, Allied Health, Social Work or Teacher Education activities.

**I. Learning Site's Responsibilities**

- A. Provide directed observation and practical experience in the general operation of the Learning Site's business and in the use of appropriate facilities for learning experience for training of students enrolled in a Service-Learning or Academic Internship program who are designated by the University and approved by the Learning Site for such experience. The practical experience for any one student shall cover such period of time as may be mutually agreed upon by both parties.
- B. Permit members of the Learning Site's staff, supervisors, and other personnel to participate, as their time may permit, in the practical experience of the students and their learning experience.
- C. Identify the student's supervisor. The supervisor agrees to meet with the student regularly to facilitate the student's learning experience, provide support, review progress on assigned tasks, verify Academic Internship and/or Service Learning hours and give feedback.
- D. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Learning Site's operations, services and/or clients; a discussion concerning information detailing where students check-in and how they log their time. Agree to sign off on student time logs for Academic Internship and/or Service Learning.
- E. Provide student with a written description of the student's tasks and responsibilities.



- F. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with the Learning Site's clients.
- G. Inform student of the need for a background check, fingerprinting and/or a tuberculosis test as required by the Learning Site and obtain the student's fingerprints, background check and/or tuberculosis test; and maintain the confidentiality of any results as required by federal and state law.
- H. Evaluate the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
- I. Notify the University as soon as is reasonably possible of any injury or illness to a student participating in a learning activity at the Learning Site.
- J. The Learning Site may dismiss a student if the student violates its standards, mission or goals. The Learning Site will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.

## **II. University's Responsibilities**

- A. Designate the students enrolled in the qualifying courses of the University to be assigned to the Learning Site, subject to the approval of the Learning Site.
- B. Agree that the students shall be subject to requirements and restrictions specified jointly by the representatives of the University and the Learning Site.
- C. Award academic credit to students who complete the requirements of the Service-Learning or Internship program if applicable.
- D. Upon written request by the Learning Site, and mutual agreement between both parties, the University will withdraw any student who fails to observe the regulations of the Learning Site.
- E. Advise student that neither the University nor the Learning Site assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation in a learning activity at the Learning Site.
- F. Advise students of their responsibilities per Section III of this Agreement.

## **III. Student's Responsibilities**

- A. Participate in all training required by the Learning Site.
- B. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
- C. Complete all assigned tasks and responsibilities in a timely and efficient manner.
- D. Abide by the Learning Site's rules and standards of conduct.
- E. Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients.

F. Complete all paperwork (e.g. forms, Time Logs, etc. as required by the University and Learning Site.

#### **IV. Non-Discrimination**

The parties agree that all students receiving training pursuant to this Agreement will not be subject to or engage in discrimination or harassment on account of Age, Disability (physical or mental), Gender (or sex), Gender Identity (including transgender), Gender Expression, Genetic Information, Marital Status, Medical Condition, Nationality, Race or Ethnicity (including color or ancestry), Religion (or Religious Creed), Sexual Orientation, sex stereotype, and Veteran or Military Status ("Protected Characteristics") and/or retaliation based on either making a complaint or participating in an investigation of alleged discrimination or harassment. Learning Site acknowledges that the University reviews any campus community complaints of discrimination, harassment, sexual misconduct, dating violence, and stalking based on a Protected Characteristic and retaliation under the terms of California State University Executive Orders 1097 and 1096 (which can be found at <http://www.calstate.edu/co/>). If the Learning Site receives a complaint from a student at the Learning Site alleging discrimination, harassment or retaliation and/or otherwise becomes aware of potential discrimination, harassment or retaliation by or against a student, the Learning Site will promptly notify the Sacramento State Office for Equal Opportunity (<http://www.csus.edu/hr/departments/equal-opportunity/>) so that appropriate action may be taken. This report will be made even if the Learning Site has its own policies and/or procedure for addressing harassment and discrimination concerns.

#### **V. Status of University and Learning Site**

It is understood and agreed that the parties are independent contractors and that no relationship of employer-employee exists between the parties hereto. The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students may be paid by the Learning Site at the Learning Site sole discretion.

#### **VI. Insurance**

- A. Each Party agrees to maintain general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.
- B. It is understood and agreed that the California State University is a self-insured public agency of the State of California. The University also maintains self-insurance programs to fund its respective liabilities.
- C. All students performing Academic Internships or Service-Learning who are registered in for-credit courses for which the Academic Internship or Service-Learning experience is required are covered with general and/or professional liability insurance through the California State University Risk Management Authority (CSURMA) Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP).

## VII. Indemnification

The Learning Site and The University agree to indemnify, defend, and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs arising out of the negligence or willful misconduct of their respective officers, employees, or agents in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.

## VIII. Term and Termination

- A. Term. This Agreement shall become effective as of the date of final execution and shall remain in effect for five (5) years.
- B. Termination. This Agreement may be terminated at any time by upon 30 days' advance written notice by one party to the other, provided, however, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

## IX. General Provisions

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.
- B. Assignment. Neither party shall voluntarily, or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- C. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.
- D. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- E. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- F. FERPA. The Family Educational Rights and Privacy Act of 1974, as amended (FERPA) seeks to guarantee both a student's right of access to education records, financial aid records, and financial records, and the confidentiality of student information. Information otherwise protected by FERPA that is relevant to the student's performance at the Learning Site may be shared by University so long as it falls within the scope of the Sacramento State Student Consent for Release of Records which is signed by the Student. Neither party to this Agreement may disclose information protected by FERPA to any third party without the written consent of the student.
- G. Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.

- H. Counterparts. This Agreement may be executed in counterparts all of which taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement by electronic mail in "portable document format" (".PDF") form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.
- I. Notices. Any notices required or permitted hereunder shall be in writing and shall be sent to the parties by certified or registered mail, return receipt requested, or by electronic mail which may include .pdf documents, at the address set forth below, however acceptance of any proposed changes shall occur in accordance with Section IX General Provisions, A. Amendments of the agreement:

University:

California State University, Sacramento  
Procurement and Contract Services  
6000 J Street, MS 6008  
Sacramento, CA 95819

Learning Site:

Tracy Unified School District  
1875 W. Lowell Ave.  
Tracy, CA 95376  
<https://www.tracy.k12.ca.us/>  
(209) 830-3260

**X. Execution**

IN WITNESS WHEREOF, by signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made. This Agreement has been executed by the parties as of the date last written below.

**On behalf of University**

**On behalf of Learning Site**

By: \_\_\_\_\_  
Tiffany Tsang  
Contract Specialist

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date