

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

**DATE: TUESDAY, OCTOBER 22, 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><b>3.1.1</b> Conference with Legal Counsel<br>-Anticipated Litigation (G.C. 54956.9(b))<br>-Number of Potential Cases: 1<br><br><b>3.2 Educational Services:</b><br><b>3.2.1</b> Findings of Fact: #19-20/#15, #19-20/#16, #19-20/#17, #19-20/#18, #19-20/#19, #19-20/#20<br><br><b>3.3 Human Resources:</b><br><b>3.3.1</b> Release Probationary Classified Employee- Utility Person II #UC1.-337<br><b>Action:</b> Motion__; Second__. <b>Vote:</b> Yes__; No__; Absent__; Abstain__<br><b>3.3.2</b> Consider Public Employee/Employment/Discipline/Dismissal/Release<br><b>Action:</b> Motion__; Second__. <b>Vote:</b> Yes__; No__; Absent__; Abstain__<br><b>3.3.3</b> Conference with Labor Negotiator<br>Agency Negotiator: Tammy Jalique<br>Associate Superintendent of Human Resources<br>Employee Organization: CSEA, TEA |                |
| <b>4.</b> | <b>Adjourn to Open Session</b>  |                |

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

**6. Closed Session Issues:**

**6a** Action Taken on Findings of Fact: #19-20/#15, #19-20/#16, #19-20/#17, #19-20/#18, #19-20/#19, #19-20/#20

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

**6b** Report Out of Action Taken on Release Probationary Classified Employee-Utility Person II #UCL-337

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

**7. Approve Regular Minutes of October 8, 2019.**

**1-4**

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

**8. Student Representative Reports: Kimball High:** Gabriel Coronado; **Tracy High:** Sophia Alejandre; **West High:** Briana Mendez and Alexis Villela

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

**9.1** George Kelly School Presentation

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

**10.1 Administrative & Business Services:** None.

**10.2 Educational Services:**

**10.2.1** Receive Report on 2019 California Assessment of Student Performance and Progress (CAASPP)

**5**

**10.2.2** Receive Updated Report on Local Indicators

**6**

**11. Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a yellow speaker's card).

**12. PUBLIC HEARING:** None.

**13. Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.

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

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

**13.1 Administrative & Business Services:**

**13.1.1** Approve Accounts Payable Warrants (September, 2019)

**7**

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

**8-9**

13.1.3	Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District	10-11
13.1.4	Approve Payroll Reports (September, 2019)	12-16
13.1.5	Approve Revolving Cash Fund Reports (September, 2019)	17-18
13.1.6	Approve Entertainment, Assembly, Service, Business and Food Vendors	19-27
<b>13.2</b>	<b>Educational Services:</b>	
13.2.1	Ratify Agreement for Special Contract Services with Dr. James Bylund for an Independent Education Evaluation/Psycho-Educational Assessment	28-31
13.2.2	Ratify Agreement for Special Contract Services with World of Wonder Science Museum (W.O.W.) to Provide Twelve Days of STEM In-House Field Study Trips to Villalovo Elementary School Students	32-35
13.2.3	Approve Agreement for Special Contract Services with Tyson Amir, Freedom Soul Media, Motivational Speaker Interactive Lecture Series at West High School	36-39
13.2.4	Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending October 15, 2019	40-41
13.2.5	Approve Out of State Travel for Two Art Freiler School Administrators and Five Art Freiler Teachers to Attend Kagan Cooperative Learning in Nevada on February 14-17, 2020	42
<b>13.3</b>	<b>Human Resources:</b>	
13.3.1	Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment	43-44
13.3.2	Approve Classified, Certificated, and/or Management Employment	45-47
<b>14.</b>	<b>Action Items:</b> 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.	
<b>14.1</b>	<b>Administrative &amp; Business Services:</b>	
14.1.1	Adopt Resolution No. 19-10 to Excuse Meeting Absence of Board Member	48-49
<b>Action:</b>	Motion___; Second___ <b>Vote:</b> Yes___; No___; Absent___; Abstain___	
14.1.2	Approve Revised 2019 Board Meeting Calendar	50-51
<b>Action:</b>	Motion___; Second___ <b>Vote:</b> Yes___; No___; Absent___; Abstain___	
<b>14.2</b>	<b>Educational Services:</b>	
14.2.1	Approved Revised TUSD Master Plan for Services to English Learners – First Reading (Separate Cover Item)	52
<b>Action:</b>	Motion___; Second___ <b>Vote:</b> Yes___; No___; Absent___; Abstain___	
<b>14.3</b>	<b>Human Resources:</b>	
14.3.1	Approve School Counseling Fieldwork Agreement with USC Rossier	53-62
<b>Action:</b>	Motion___; Second___ <b>Vote:</b> Yes___; No___; Absent___; Abstain___	
14.3.2	Approve Variable Term Waiver for Brianna Nicole Nelson – Speech Language Pathology	63-64

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

**14.3.3** Adopt Resolution 19-11, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds **65-66**

**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** November 12, 2019
  - 17.2** December 17, 2019
  - 17.3** January 14, 2020
- 18. Upcoming Events:**
  - 18.1** November 11, 2019: No School: Veterans Day
  - 18.2** November 25-29, 2019: No School: Thanksgiving Week Break
  - 18.3** 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, October 8, 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, J. Costa, S. Kaur, B. Pekari, J. Silcox, L. Souza  
Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall, B. Etcheverry

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

**Closed Session:** 6a Action Taken on Findings of Fact: #19-20/#11, #19-20/#13, #19-20/#14  
**Action:** Kaur, Costa. **Vote:** Yes-7; No-0.  
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-6; No-1(Alexander)  
6c Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 336, Pursuant to Article XXIII  
**Action:** Denied. **Vote:** Yes-7; No-0.  
6d Report Out of Action Taken on Release Probationary Certificated Employee #UC-1165  
**Action:** **Vote:** Yes-7; No-0.

**Minutes:** **Approve Regular Minutes of September 24, 2019**  
**Action:** Silcox, Pekari. **Vote:** Yes-; No-0; Absent- Abstain-1(Costa)

**Employees Present:** B. Maslyar, V. Aceves, G. Bradley, K. Rieman, J. Nott, D. Schneider, C. Nasello, R. Riddle, J. Dunn, K. Felisberto, L. Pekari, C. Nasello

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

**Visitors Present:** C. Masten, C. Crone, J. Crone, L. Valadez, D. Skinner

**Student Rep Reports:** None.

**Recognition & Presentations:** 9.1 Wanda Hirsch Elementary School Presentation  
Catey Nasello, Principal of Hirsch Elementary School, presented a power point and reviewed their revised mission and vision statements. Their continuous

improvement team is working on effective instruction. They will continue to build on PLCs making them data driven. She showed pictures of a staff meeting activity and of students working on design projects. They had to explain the functions. They also have a Maker Space Club. Teachers give challenges and students create various projects. They showed pictures of the various projects.

## **9.2 Gladys Poet Christian School Presentation**

Bill Maslyar, Principal of Poet Christian, presented a power point. Poet was awarded as a model school and presented at a conference over the summer. He gave a short summary of that presentation. He reviewed the model school team. They focus on relationships and play a key role in the success of organizations. As they started to build relationships, increase student engagement and increased opportunities for students to think and learn at higher levels. In the spring they realized there were some underlying issues. They needed to build trust and relationships with the staff to move forward. Their goal for year 2 is to rebuild the Poet team and introduce micro teaching which is a new strategy that has a huge impact on student achievement. They showed pictures of teachers working together and they videoed themselves teaching and then shared it with their coworkers. Relationships are the key and the hardest to maintain.

### **Information & Discussion Items:**

#### **10.1 Administrative & Business Services:**

##### **10.1.1 Proposed 2020-2021 Budget Reductions**

Dr. Casey Goodall, Associate Superintendent of Business Services, presented a power point. The Governor was talking about paying down STRS and PERS, however the state and county said not to count on that. He reviewed a table of savings showing that the crisis has been slowed. Budget reduction proposals include STRS, workers comp and reducing 12 FTE. We are hopeful that retirements will fill this void. The STEPS program was originally funded by a grant. The funding eventually went away and the district had absorbed those costs. There were only 3 students at cost of over \$300,000. The county will take over the program and will provide the same services. We are also working on a plan to move DR/Willow to the Stein campus.

### **Hearing of Delegations**

11. Deborah Skinner here regarding Mr. Crone. She has no direct affiliation with the district. She's been in this community for 30 years and is very aware of what is happening in the district. She feels that the special education program is in disarray and that Mr. Crone has made a big difference. She felt he listened to people. She believes this is a wrong political position to take.

Cleveland Masten commented that he presented 18 questions to Steve Abercrombie at the last meeting and was told to take his questions to the superintendent's office. He doesn't want to do that. He doesn't know what the motivation was in letting Mr. Crone go. If the board thinks this is right it will come back at them.

Jacqui Nott is the president of TEA. Budget reductions are never easy. TEA appreciates the district being fiscally responsible. She works with a lot of teachers from different districts and that is not always the case in other districts.

<b>Public Hearing:</b>	<b>12.1</b>	<b>Administrative &amp; Business Services:</b> None.
<b>Consent Items:</b>	<b>13.</b>	<b>Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.</b> <b>Action:</b> Costa, Kaur. <b>Vote:</b> Yes-7; No-0.
	<b>13.1</b>	<b>Administrative &amp; Business Services:</b>
	<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>13.1.2</b>	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year
	<b>13.2</b>	<b>Educational Services:</b>
	<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>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>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>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>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>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>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>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>13.3</b>	<b>Human Resources:</b>
	<b>13.3.1</b>	Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
	<b>13.3.2</b>	Approve Classified, Certificated and/or Management Employment
<b>Action Items:</b>	<b>14.1</b>	<b>Administrative &amp; Business Services:</b>
	<b>14.1.1</b>	Consider Claim No. 576018

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

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

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

**14.2 Educational Services:** None.

**14.3 Human Resources:**

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

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

**Board Reports:**

Trustee Silcox visited classrooms with Dr. Stephens at Kimball High. They got to see the Home Economics classes. He was impressed with the program. The Woodshop class has grown to 6 full classes. Mr. Perry is doing a great job. Trustee Souza passed. Trustee Kaur passed. Trustee Alexander applauded everyone who spoke tonight. He is very disappointed with the board. Trustee Costa is the board rep to the Parks and Rec Commission and invited everyone to attend the October 19<sup>th</sup> event at the airport celebrating the airport's 90<sup>th</sup> year. Trustee Pekari attended the county stakeholders steering committee for San Joaquin County apprenticeship program initiative. Gov. Newsome is investing in apprenticeships and there is an initiative is in the works. Last week was homecoming for West and Kimball. He enjoyed the parade and Kimball had its first carnival which had a great turnout. Trustee Abercrombie passed.

**Superintendent Report:**

Dr. Stephens commented that homecoming was last week. He was very impressed with Kimball's new tradition of a carnival. They had a great turnout. We've heard a lot of news about the potential power outages. There will be no power outage for TUSD. It will affect approximately 51 homes in Vernalis but not in the City of Tracy. The schools will operate as usual and he appreciates the county for communicating with us. He visited Kimball High and Central School with Trustee Silcox. Jacqui Nott attended classroom visits with him to Southwest Park and they saw wonderful instruction in class.

**Adjourn: 7:41 pm**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** October 9, 2019  
**SUBJECT:** Receive Report on 2019 California Assessment of Student Performance and Progress (CAASPP)

**BACKGROUND:** The California Assessment of Student Performance and Progress (CAASPP) System was established on January 1, 2014 to replace the Standardized Testing and Reporting (STAR) Program. CAASPP includes several components, including the state summative assessments, which are comprehensive end of year assessments of grade-level learning that measure progress toward college and career readiness. The summative assessment is an online assessment administered at grades 3-8 and grade 11. Each test, English language arts/literacy (ELA) and mathematics is comprised of two parts: (1) a computer adaptive test and (2) a performance task. The first operational administration of the new summative assessment was in spring 2015.

**RATIONALE:** The report includes information on District and individual school site scores on the summative state assessment from the 2017-2018 school year to the 2018-2019 school year. With this comparison data we may see where improvements have been made and where additional work is still needed. The report outlines a number of District initiatives in place to improve student achievement K-12 for all students, with an emphasis on targeting our at-risk student groups. This supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** No cost for report.

**RECOMMENDATION:** Receive Report on 2019 California Assessment of Student Performance and Progress (CAASPP).

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** October 14, 2019  
**SUBJECT:** Receive Updated Report on Local Indicators

**BACKGROUND:** On Wednesday, March 15, 2017 the California School Dashboard went live to the general public. The Dashboard is the reporting system for California's new multiple measures accountability system. The state's new accountability system includes both state and local indicators. The Dashboard displays the status (current performance), the change (difference from prior performance), and the performance level (color) for each state indicator. The district collected and analyzed data for the local indicators beginning the spring and fall of 2017 through the 2018 school year. California provided an annual update release of the Dashboard data in December of 2018 and will continue in subsequent years.

**RATIONALE:** The District must report The California School Dashboard to the board annually on the state and local indicators. This report will provide an update on the district's progress on the local indicators shared in the spring of 2019: Priority 1: Basic Services, Priority 2: Implementation of State Standards and Priority 3: Parent Involvement, and Priority 6: School Climate. This supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, 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:** No cost.

**RECOMMENDATION:** Receive Updated Report on Local Indicators.

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



# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**DATE:** October 11, 2019  
**SUBJECT:** **Approve Accounts Payable Warrants (September, 2019)**

**BACKGROUND:** Each month the Financial Services Department submits summaries of warrants issued monthly to the Board of Trustees for review.

**RATIONALE:** The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #6 – Forming Partnerships.

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Accounts Payable Warrants (September, 2019).

**Prepared by:** S. Reed Call, Director of Financial Services.



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** October 11, 2019  
**SUBJECT:** **Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

**FUNDING:** Per attached summary of requisitions.

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

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

**BUSINESS SERVICES**  
**FACILITIES DEVELOPMENT DEPARTMENT**  
**October 22, 2019**  
**SUMMARY OF SERVICES**

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A. Vendor:	Ohio Casualty Insurance Company
Site:	Louis Bohn Elementary School – Building D Replacement
Item:	Settlement Agreement - Ratify
Services:	The Tracy Unified School Districts performance bond claim against Eagle Solutions Inc. dba Eagle Builders has been settled and resolved through the Ohio Casualty Insurance company.
Cost:	\$10,000.00 to the District + Relinquishing Retention Amount of \$64,057.97
Project Funding:	Unrestricted General Fund/Insurance Reimbursement

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** October 10, 2019  
**SUBJECT:** **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District**

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

Tracy High School:

1. Tracy Unified School District/Tracy High School: From WePay for the amount of \$2,120.76 (ck. #0037059262). This donation was collected using the Snap Raise platform and it will go towards travel expenses for Tracy High School's orchestra to attend college hosted competitions.
2. Tracy Unified School District/Tracy High School: From Snap! Mobile, Inc. for the amount of \$1,273.45 (ck. #3928). This donation was collected using the Snap Raise platform and it will go towards travel expenses for Tracy High School's jazz band to attend college hosted competitions.
3. Tracy Unified School District/Tracy High School: From WePay for the amount of \$1,610.62 (ck. #0037039890). This donation was collected using the Snap Raise platform and it will go towards travel expenses for Tracy High School's jazz band to attend college hosted competitions.

**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

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** October 11, 2019  
**SUBJECT:** Approve Payroll Reports (September, 2019)

**BACKGROUND:** Financial Services Department submits summaries of payroll warrants issued each month to the Board of Trustees for review.

**RATIONALE:** The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #7-Develop Powerful Educational Leaders.

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Payroll Report (September, 2019).

**Prepared by:** Reed Call, Director of Financial Services.



Pay Date 09/10/2019

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund 01	SACS Object	Amount	
	1100	536,966.35	Teachers' Salaries
	1200	416.71	Cert Pupil Support Salaries
	1900	13,534.49	Other Certificated Salaries
	1999	0.00	1000 Salary Payroll Errors
	2100	17,505.20	Instructional Aides' Salaries
	2200	80,677.84	Classified Support Salaries
	2400	30,475.54	Clerical & Office Salaries
	2900	2,011.11	Other Classified Salaries
	Total Labor	681,587.24	
Fund 01	SACS Object	Amount	
	3101	84,729.62	STRS On 1000 Salaries
	3201	74.94	PERS On 1000 Salaries
	3202	7,882.95	PERS On 2000 Salaries
	3301	9,030.84	
	3302	8,397.04	
	3501	275.29	State Unemploy On 1000 Salary
	3502	65.24	State Unemploy On 2000 Salary
	3601	9,875.47	Worker'S Comp Ins On 1000 Sal
	3602	2,342.22	Worker'S Comp Ins On 2000 Sal
	Total Contributions	122,673.61	
Fund 11	SACS Object	Amount	
	1100	3,227.04	Teachers' Salaries
	1200	416.71	Cert Pupil Support Salaries
	2100	3,051.34	Instructional Aides' Salaries
	2400	1,755.52	Clerical & Office Salaries
	Total Labor	8,450.61	
Fund 11	SACS Object	Amount	
	3101	401.68	STRS On 1000 Salaries
	3202	650.79	PERS On 2000 Salaries
	3301	48.88	
	3302	367.73	
	3501	1.82	State Unemploy On 1000 Salary
	3502	2.40	State Unemploy On 2000 Salary
	3601	65.30	Worker'S Comp Ins On 1000 Sal
	3602	86.16	Worker'S Comp Ins On 2000 Sal
	Total Contributions	1,624.76	
Fund 12	SACS Object	Amount	
	2100	2,819.70	Instructional Aides' Salaries
	2400	824.45	Clerical & Office Salaries
	Total Labor	3,644.15	
Fund 12	SACS Object	Amount	
	3202	171.09	PERS On 2000 Salaries
	3302	195.39	
	3502	1.81	State Unemploy On 2000 Salary
	3602	65.33	Worker'S Comp Ins On 2000 Sal
	Total Contributions	433.62	

Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	2200	21,079.08	Classified Support Salaries
	<b>Total Labor</b>	<b>21,079.08</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	3202	2,021.71	PERS On 2000 Salaries
	3302	1,321.52	
	3502	10.52	State Unemploy On 2000 Salary
	3602	377.86	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>3,731.61</b>	

ESCAPE ONLINE

Pay Date 09/30/2019

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	4,995,936.79	Teachers' Salaries
		1200	325,649.69	Cert Pupil Support Salaries
		1300	551,157.92	Cert Suprvrs' & Admins' Sal
		1900	126,687.33	Other Certificated Salaries
		2100	437,028.67	Instructional Aides' Salaries
		2200	777,760.12	Classified Support Salaries
		2300	192,975.19	Class Suprvrs' & Admins' Sal
		2400	452,678.76	Clerical & Office Salaries
		2900	43,410.34	Other Classified Salaries
		<b>Total Labor</b>	<b>7,903,284.81</b>	
Fund	01	SACS Object	Amount	
		3101	994,549.97	STRS On 1000 Salaries
		3102	8,769.37	STRS On 2000 Salaries
		3201	34,963.99	PERS On 1000 Salaries
		3202	354,299.28	PERS On 2000 Salaries
		3301	89,285.33	
		3302	134,042.14	
		3401	636,904.64	
		3402	263,803.12	
		3501	2,999.88	State Unemploy On 1000 Salary
		3502	950.82	State Unemploy On 2000 Salary
		3601	107,539.75	Worker'S Comp Ins On 1000 Sal
		3602	34,126.43	Worker'S Comp Ins On 2000 Sal
		3701	76,072.05	
		3702	39,370.58	
		<b>Total Contributions</b>	<b>2,777,677.35</b>	
Fund	11	SACS Object	Amount	
		1100	12,879.37	Teachers' Salaries
		1200	8,076.04	Cert Pupil Support Salaries
		1300	10,706.96	Cert Suprvrs' & Admins' Sal
		2100	6,037.34	Instructional Aides' Salaries
		2400	8,522.97	Clerical & Office Salaries
		<b>Total Labor</b>	<b>46,222.68</b>	
Fund	11	SACS Object	Amount	
		3101	5,414.27	STRS On 1000 Salaries
		3202	2,871.43	PERS On 2000 Salaries
		3301	428.17	
		3302	1,072.99	
		3401	2,139.65	
		3402	1,977.13	
		3501	15.84	State Unemploy On 1000 Salary
		3502	7.30	State Unemploy On 2000 Salary
		3601	567.54	Worker'S Comp Ins On 1000 Sal
		3602	261.00	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>14,755.32</b>	

Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	1300	2,107.90	Cert Suprvrs' & Admins' Sal
	2100	10,588.26	Instructional Aides' Salaries
	2400	3,837.31	Clerical & Office Salaries
	<b>Total Labor</b>	<b>16,533.47</b>	
Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	3101	360.46	STRS On 1000 Salaries
	3102	421.42	STRS On 2000 Salaries
	3202	1,829.30	PERS On 2000 Salaries
	3301	28.03	
	3302	849.31	
	3401	196.08	
	3402	1,165.46	
	3501	1.05	State Unemploy On 1000 Salary
	3502	7.23	State Unemploy On 2000 Salary
	3601	37.78	Worker'S Comp Ins On 1000 Sal
	3602	258.57	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>5,154.69</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	2200	130,898.15	Classified Support Salaries
	2300	33,672.42	Class Suprvrs' & Admins' Sal
	2400	12,267.70	Clerical & Office Salaries
	<b>Total Labor</b>	<b>176,838.27</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	3202	29,038.06	PERS On 2000 Salaries
	3302	12,183.45	
	3402	17,286.91	
	3502	88.46	State Unemploy On 2000 Salary
	3602	3,169.85	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>61,766.73</b>	

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# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**DATE:** October 11, 2019  
**SUBJECT:** Approve Revolving Cash Fund Reports (September, 2019)

**BACKGROUND:** Each month the Financial Services Department submits summaries of revolving cash fund checks issued monthly to the Board of Trustees for review.

**RATIONALE:** The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #6 – Forming Partnerships.

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Revolving Cash Fund Reports (September, 2019).

**Prepared by:** S. Reed Call, Director of Financial Services.

10/02/19

**TUSD**  
**REVOLVING CASH FUND**  
**September 2019**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
09/10/2019	9592	C.S.T.A.	Conference 10/17-20/2019 D. Schneider	
			01-9027-0-1110-2140-5200-800-2034	-290.00
TOTAL				-290.00
09/10/2019	9593	RAY VARGAS	Time Sheet received late 9/10/19 payroll	
			01-8150-0-0000-8400-2206-806-9572	-1,000.00
TOTAL				-1,000.00
09/10/2019	9594	RAY VARGAS	Time sheet received late - 9/10/19 Payroll	
			01-8150-0-0000-8400-2206-806-9572	-47.16
TOTAL				-47.16
09/10/2019	9595	AERIES SOFTWARE	Conference 9/23-24/19 Vela-Telles PCES	
			01-0000-0-1110-2140-5200-370-3002	-625.00
TOTAL				-625.00
09/12/2019	9596	AERIES SOFTWARE	Conference 9/23-24/2019 Lulu Flores WMS	
			01-0000-0-1110-2140-5200-490-5302	-625.00
TOTAL				-625.00
09/24/2019	9597	AERIES SOFTWARE	PO20-01258 Career Pathways Webinar	
			01-3550-0-3800-2140-5200-800-2996	-200.00
TOTAL				-200.00
09/25/2019	9598	SAN JOAQUIN REGIONAL RAIL C...	PO20-01257 Stein HS ACE train tickets	
			01-0709-0-3200-1000-5800-550-6952	-399.50
TOTAL				-399.50
09/27/2019	9599	CITY OF TRACY	PO20-01277 Rental Deposit for 3/11/2020 Fes...	
			01-0000-0-1110-1000-5800-810-2208	-500.00
TOTAL				-500.00



# BUSINESS SERVICES MEMORANDUM

**TO:** Brian R. Stephens, Superintendent  
**FROM:** C. Goodall, Associate Superintendent for Business Services  
**DATE:** October 10, 2019  
**SUBJECT:** Approve Entertainment, Assembly, Service, Business and Food Vendors

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

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

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

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

**FUNDING:** Per attached summary of requisitions.

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

**PREPARED BY:** Cindy Everhart, Facility Use Coordinator.

## Approved Vendors Insurance List

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

↓ This

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

Per BP 5145.14 -Taking pictures of school pupils and buildings for commercial purposes is normally prohibited. Any exception requires an application in writing and the approval of the Superintendent or Superintendent's designee. Most D.J's have photo booths and own the pictures. The photos can

be placed on their website or social media which is a violation of policy.

## ↓ REQUESTING VENDORS FOR BOARD APPROVAL ↓

Proposed Vendor Name		Insurance Expiration
	<b>Josten's</b> - Jewelry, Diplomas, Announcements, Regalia. Pat Cummings - 800-JOSTENS, pat.cummings@jostens.com, Yearbooks contact Jeffrey Williams. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	12/1/2019
Board Approved	Approved Vendor Name	Insurance Expiration
12/12/17	<b>Jackman Enterprises- DBA Funflicks</b> - outdoor inflatable screen for movie night. Paul Jackman-(844) 556-6843, pauljackman@funflicks.com. Www.funflicks.com FOR MOVIE PROJECTOR USE ONLY!	10/13/2019
1/8/19	<b>Nutrien</b> - Seed Survivor mobile unit teaches agriculture in classrooms. Raleigh Grgan - (530)-320-5907, caseedsurvivor@gmail.com www.seedsurvivor.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	11/1/2019
9/8/15	<b>Tracy Crime Stoppers</b> - partnership with citizens, media, and the criminal justice system, is to prevent and solve crimes within the Tracy region Marshall Rose - (209) 627-7675. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	11/3/2019
2/11/14	<b>World of Wonders Science Museum (WOW)</b> , Teaches various science topics. Beth Fox - 368-0969, beth@wowsciencemuseum.org, www.sciencemuseum.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	12/1/2019
4/25/16	<b>Delta Sigma Theta Sorority</b> - Girls Empowerment Conference. Tanya Vaughn -(510) 909-4655, Tanya.Vaughn@pro.sccgov.org Dana Cooper - 640-9127, d_goodwill@yahoo.com, www.TracyAreaDeltas.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	12/1/2019



## Approved Vendors Insurance List

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8/12/14	<b>Tracy Chamber of Commerce: "Hire Me First"</b> Internship Program was established to promote youth employability through increased employment opportunities, internship and job shadowing experiences for the youth in our community. Alyssa Mupo - 835-2131, hiremefirst@tracychamber.org, www.hiremefirst.org	12/29/2019
5/8/12	<b>International Printing Museum-</b> Mark Barbour or Sara Halpert. A Museum on Wheels and Benjamin Franklin Assembly brings colonial America to life. 310-515-7166, mail@printmuseum.org, sara@printmuseum.org, www.printmuseum.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/30/2020
9/12/17	<b>Mobile Ed Productions</b> - Educational assemblies for No Bully Zone, Science, History, Reading/Writing, Character and Performance Arts. Contact Cindy Kouczynski-800-433-7459, cindyk@mobileedproductions.com, www.mobileedproductions.com CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/1/2020
1/25/11	<b>Kaiser Permanente</b> - Dean Starnes, dean.starnes@kp.org, 510-987-2223, www.Kp.org/etp/ncal, Programs "Community Troupe", PEACE Signs" "The Best Me", "Nightmare on Puberty ST." and "Secrets". CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/1/2020
1/23/18	<b>DJ Glenn Black Jr.</b> - DJ PA System, Mixer (or DJ controller), dance floor lighting, uplighting (decor lighting), etc. Glenn Black, (209) 483-3367, glennbproductions@yahoo.com, www.djglennb.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/4/2020
3/12/13	<b>Entourage Events SF</b> - DJ & lighting Services and Photo Booth, Derek Mizuno, 510-921-4373, booking@entourageeventssf.com. Find them on Yelp & Facebook. Parental permission for pictures of students.	1/16/2020
10/23/18	<b>Traveling Lantern Theater Company</b> - Doren Elias, (800) 936-4723, kb@travelinglantern.com, www.travelinglantern.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/17/2020
10/11/11	<b>Main Street Music</b> - Ken & Diana Cefalo, kencefalo@yahoo.co, dcefalo@sbcglobal.net, CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/17/2020
10/23/18	<b>Roshambo</b> - DJ, photobooth and event planning. Rich Ramirez, (209) 401-1145, roshambome@comcast.net, www.roshambo.biz. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/25/2020

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5/8/12	<b>International Printing Museum</b> - Mark Barbour. A Museum on Wheels and Benjamin Franklin Assembly brings colonial America to life. 310-515-7166, mail@printmuseum.org, www.printmuseum.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.		1/30/2020
9/13/11	<b>California Weekly Explorer, Inc.</b> History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.		2/1/2020
10/11/11	<b>Rumors Productions Company</b> - Karaoke, DJ, children parties, live sound & music, live band, line dancing lessons & game show night. Contact Jenna Teyshak or Jon Tyner - 640-8000, jenna@rpedj.com, www.rpedj.com. No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE.		2/20/2020
5/14/19	<b>Top Youth Speakers (Josh Shipp Productions)</b> - Motivational Speaker Assembly. Brandon Spinazzola - (800) 799-1460 ext. 1, brandon@topyouthspeakers.com www.topyouthspeakers.com. CONTRACT IS REQUIRED PRIOR TO OCCURRENCE.		3/1/2020
9/12/17	<b>Balaji Consulting -Mathnasium</b> - Math tutors offering Math Night with Math games. Pratima Murarka - 650-0345 or tracy@mathnasium.com, www.mathnasium.com/tracy CONTRACT REQUIRED PRIOR TO OCCURRENCE		3/13/2020
1/24/17	<b>Emergency Food Bank:</b> Mobile Farmer's Market. Kisha Thompson-464-7369 ext. 1007, kthompson@stocktonfoodbank.org or Pat Brown-464-7369 ext. 1008 pbrown@stocktonfoodbank.org, www.stocktonfoodbank.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.		3/22/2020
4/12/11	<b>LMG Attractions-All in the Details-</b> DJ and Emcee, Business Audio Visual, Event Planning, Professional Sound and Audio. Dave Tillman 209-275-0226, www.lmgattractions.com No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE. <b>RANDY LUIS IS NOT AN EMPLOYEE OF THIS BUSINESS.</b>		4/1/2020
5/28/13	<b>Gallo Center for the Arts</b> , Bullying Prevention Performance, "The Bully Buster Rides Again". Raul Garcia, 338-5020, rgarcia@galloarts.org, www.galloarts.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.		4/9/2020

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Board Approval based on insurance remaining current!

3/27/18	<b>Bricks 4 Kidz (FAIRFIELD OFFICE ONLY)</b> - STEM educational activities for kids age 3-13, where they play with LEGO® Bricks. Our unique model plans are designed by engineers and architects. Themes, construction, provide building blocks for educational play. <b>Sally Studebaker-</b> (925) 595-3934, sstudebaker@bricks4kidz.com, www.bricks4kidz.com/356. Vendor does not have a contract, must use TUSD Contract Services Agreement.	4/30/2020
2/12/08	<b>Sparkles the Clown</b> , Terry Donaldson - 835-8383, www.sparklesdelight.com. <b>Contract must be in Terry Donaldson name, not Sparkles!</b> CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/1/2020
2/12/08	<b>Ravioli the Clown</b> - Denis Martinez - 835.3535, www.raviolitheclown.com. <b>Contract must be in Denis Martinez name, not Ravioli!</b> CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/1/2020
8/27/19	<b>Bureau of Lectures &amp; Concert Artists</b> - Science Assemblies. Katie Snowalter - bureau@assemblyline.com, (800) 255-0084, www.assemblyline.com. <b>MUST USE CONTRACT PRIOR TO OCCURRENCE.</b>	5/10/2020
4/8/14	<b>UNeed2</b> - help student build a computer. Lynda Hawkins - 662-1188 or Eric Hawkins - 510-952-1473, ehawkins@sbcglobal.net, lyndahawkins@sbcglobal.net, www.uneed2.org. <b>CONTRACT REQUIRED PRIOR TO OCCURRENCE.</b>	5/31/2020
11/8/16	<b>Lifetouch National School Studios</b> - Student photos and photo booths through Lifetouch only. Corena Allen, (916) 526-0406, callen@lifetouch.com. Does not include DJ services. <b>CONTRACT REQUIRED PRIOR TO OCCURRENCE.</b>	6/30/2020
3/13/18	<b>Apex Fun Run</b> - a run based character & leadership fundraiser. Jenna Martinez, (408) 772-3409, jennam@apexfunrun.com, www.apexfunrun.com. <b>STAKES IN GRASS PROHIBITED. SAND BAGS CAN BE USED TO HOLD DOWN ITEMS BUT ONLY ALLOWED FOR ONE DAY. CONTRACT REQUIRED PRIOR TO OCCURENCE.</b>	7/1/2020
	<b>American Red Cross/Delta Blood Bank</b> - Blood bank drives. Contact: Kerry Morris 209-561-1910, Kerry.Morris@redcross.org, www.redcrossblood.org. <b>KERRY MUST SUBMIT THE CIVIC PERMIT REQUEST.</b>	7/1/2020
3/8/11	<b>Dr. Andrew Trosien, DDS.</b> Oral Hygiene Instructions. Call Megan or Julie at 833-1240	7/1/2020

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Board Approval based on insurance remaining current!

4/23/13	<b>SJ County Child Abuse Prevention Council</b> - " <u>Parent Cafe</u> " - program awareness for protection and safety of our children. Contact Lindy Turner-Hardin or Angela Magee -464-4524, lturner@nochildabuse.org or amagee@nochildabuse.org. "Pinwheels for Prevention" - program awareness for public and computer safety. Contact Amrit Pawar - 851-3468, apawar@nochildabuse.org. Website: www.nochildabuse.org	7/1/2020
12/12/17	<b>Booster Enterprises</b> - Boosterthon Fun Run Fundraising, Andrew Kowalski - (706) 224-9079, andrewk@boosterthon.com, www.boosterthon.com. STAKES IN GRASS PROHIBITED. SAND BAGS ALLOWED FOR ONE DAY ONLY. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	7/1/2020
3/27/18	<b>Keep it Movin Entertainment</b> - DJ Services - Dave Reyes, (408) 645-9460, yourfavoritedjs@keepitmovinent.biz, www.keepitmovinent.net. Vendor does not have a contract, must use CONTRACT REQUIRED PRIOR TO OCCURRENCE.	7/15/2020
10/28/14	<b>#ICANHELP</b> - Antibully School Safety Assembly. Delete negativity online. Matthew Soeth. icanhelpdeletenegativity@gmail.com. www.icanhelpdeletenegativity.org. No pictures of students without parental permission.	7/25/2020
3/12/19	<b>Herff Jones</b> - Yearbooks, caps, gowns, class rings, graduation announcements, diplomas. Joan Selna Rep - (209) 607-2118, jselna@herffjones.com. MUST USE CONTRACT PRIOR TO OCCURRENCE.	7/30/2020
2/12/19	<b>Tracy Portrait Studio</b> - Student photos, photo booth (requires parent permission). Tais Richardson 834-2052, contact@tracyportrait.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	8/2/2020
3/13/18	<b>Play-Well TEKnologies</b> - Lego building and inventing for core engineering and confidence. Lauren Yee (510) 227-9378, lauren@play-well.org, www.playwell.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/1/2020
10/25/11	<b>Amos Productions</b> -DJ Services. Nicole - 1800-693-5003 or 925-449-3847. nicole@amospro.com or info@amospro.com. www.amospro.com. No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/2/2020
9/25/18	<b>The Echo Hero Show</b> - topics enforced through songs can include not littering, recycling, food waste, saving water, energy efficiency and using reusable items. Brett Edwards, (888) 482-3885, echoheroshow@gmail.com. No website. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/1/2020

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2/23/16	<b>Bricks 4 Kidz</b> - LEGO bricks architecture. Brent Fujii - (209) 910-4091, bfujii@bricks4kidz.com, www.bricks4kidz.com/california-stockton. CONTRACT REQUIRED PRIOR TO OCCURRENCE.		10/10/2020
10/24/17	<b>City of Stockton - SJ County Library</b> - Training Wheels program. Mobile Library on wheels for preschool students participating in story time and receive a free book. Contact Lisa Lee- lisa.lee@stockton.ca.gov or 937-8143. www.ssjcpl.org/involved/litservices/default.html		No Expiration Date
5/8/12	<b>Dairy Council of CA Mobile Dairy Classroom</b> , Leona Bettencourt, 916-263-3560 x413, ibettencourt@dairycouncilofca.org. Www.dairycouncilofca.org. <b>Must follow Animal Policy Guidelines AR 6163.1</b>		Insurance not required if supervised by certificated employee
12/10/13	<b>SJ Vector Control</b> - Aaron Devencenzi - 982-4675, adevencenzi@sjmosquito.org. Field trip in your classroom. Mosquito and tick presentation.		Insurance not required if supervised by certificated employee
2/15/17	<b>Tracy Public Library</b> - Literacy Parent Education. Stella Beratlis, 937-8221, stella.beratlis@stocktonca.gov		Insurance not required if supervised by certificated employee
10/9/07	<b>Sandia Labs</b> Joel Lipkan - jlipkin@comcast.net		Insurance not required if supervised by certificated employee

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**Board Approval based on insurance remaining current!**

↓This

**↓APPROVED FOOD VENDORS↓**  
**SORTED BY INSURED NAME AND EXPIRATION DATE**

**VENDOR AUTOMOBILE'S ARE NOT ALLOWED TO DRIVE AND PARK ON CAMPUS.**  
**ALL VEHICLES MUST PARK IN DESIGNATED PARKING PLACES!**

↓This list of Approved Food Vendors is for insurance verification only. It does not supersede the approval required for food sales through food services or replace the standard facility use process↓ No food sales until 30 minutes after school.

<b>10/23/18</b>	<b>Jolts Coffee Bar</b> - serve coffee, espessio, tea, hot chocolate, etc. Carol Zuro, carolzuro@joltscoffeebar.com, (209) 608-2556, <a href="https://m.facebook.com/joltscoffeebar/">https://m.facebook.com/joltscoffeebar/</a> . CONTRACT REQUIRED PRIOR TO OCCURRENCE.	<b>10/9/2019</b>
<b>10/25/11</b>	<b>Mi Espiranza</b> - Restaurant Catering. Call Omar Mendoza and Candida Ramiriz at 832-3020. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	<b>10/15/2019</b>
<b>11/14/17</b>	<b>Smokin Hot Meats N Treats</b> - Food truck - Doug & Rita Westby. (510) 364-5070, smokinhotmeatsntreats@gmail.com, <a href="http://www.smokinhotmeatsntreats.com">www.smokinhotmeatsntreats.com</a> . No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	<b>11/27/2019</b>
<b>12/8/09</b>	<b>Texas Roadhouse</b> - Ed Ferro, (209) 607-5788, trh_catering@ultrasteak.com or TXRH_Cater@TexasRoadhouse.com. Restaurant direct: 830-1133. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	<b>12/1/2019</b>
<b>8/27/19</b>	<b>Uncle Nino's BBQ</b> - Food Catering. Carlos Vasquez - losvasquez44@yahoo.com or litvasquez10@gmail.com, (209) 640-6424, <a href="http://www.uncleninosbbq.com">www.uncleninosbbq.com</a> . MUST USE CONTRACT PRIOR TO OCCURRENCE.	<b>12/10/2019</b>
<b>3/11/2014</b>	<b>Taqueria La Mexicana</b> - Mobile Truck Catering for restaurant on 11th street only. Letty 610-1871, letty25045@hotmail.com. Angelica Melendez 855-1934. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	<b>3/21/2020</b>
<b>4/9/19</b>	<b>MoLatte Cafe</b> - Coffee sales. Contact Maryam Haider, (510) 406-8100 or (510) 754-8930, sandeesfreshcoffee@gmail.com. <a href="http://www.Facbeook.com/sandeesfreshcoffee">www.Facbeook.com/sandeesfreshcoffee</a> . Vendor does not have a contract. SITES MUST USE DISTRICT CONTRACT AGREEMENT PRIOR TO OCCURENT FOR INSURANCE TO BE VALID.	<b>4/8/2020</b>

<b>Vendor names are listed by the insured name of the vendor and not the program name</b> <b>list of Approved Vendors confirms verification of insurance coverage only!↓</b> <b>Board Approval based on insurance remaining current!</b>			↓ This
11/12/12	<b>Menchie's Frozen Yogurt</b> , Adele Boch, 612-5285, adelebloch@yahoo.com, www.menchies.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.		6/6/2020
2/12/19	<b>S&amp;L BBQ &amp; Catering</b> - Food catering. Lena George - (408)221-2710, SLBBQ@comcast.net. CONTRACT REQUIRED PRIOR TO OCCURRENCE.		6/16/2020
8/11/2015	<b>Kona Ice of Tracy</b> - Shaved Ice drinks. Lisa Duncan, (209) 597-8760, dduncan@kona-ice.com, www.kona-ice.com. No food sales until 30 minutes after school. Vehicles must be parked in designated parking place only. CONTRACT REQUIRED PRIOR TO OCCURRENCE.		7/22/2020
5/9/17	<b>Black Bear Diner</b> - Catering. Tracy@blackbeardiner.com, (209) 835-5600 or (209) 814-0902.		8/19/2020
9/27/2016	<b>Meva's Tacos &amp; More</b> - Contact Eva Ybarra - 244-3307 or mevastacos@gmail.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.		8/30/2020
12/8/09	<b>Tracy Breakfast Lions Club</b> - Greg Bidlack - gregandvelma@sbglobal.net, Jim Noah - 835-0981, www.tracybreakfastlionsclub.org. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.		9/1/2020
9/12/2017	<b>The Lemon Box</b> - Lemonade & Kettle Corn sales. Nicole Moore - (510) 589-6166 or lelemonbox@gmail.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.		9/6/2020
10/13/09	<b>Famous Dave's BBQ Catering</b> : 3162@srribs.com, 833-6337. www.famousdaves.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.		10/1/2020
<b>*Section 308.3 Open Flame.</b> A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or E occupancies in accordance with Appendix Chapter 1, Section 105.6.			
<b>OUTDOORS BBQ RULES</b> - Make sure barbeques are 10 feet away from any building or structure. Place drip pans or tarps under barbeques to avoid spillage on pavement. Do not dump grease, oil, briquettes or barbeques anywhere on TUSD property or in garbage cans or dumpster. If spill occurs, you must provide an oil absorbent and clean properly.			
<b>Remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property.</b> Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and/or District fines ranging from \$250-1,000.			



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** October 8, 2019  
**SUBJECT:** **Ratify Agreement for Special Contract Services with Dr. James Bylund for an Independent Education Evaluation/Psycho-Educational Assessment**

**BACKGROUND:** Board approval is requested to contract for an Individual Education Evaluation/Psycho-Education Assessment for a Special Education student. Special Education Administration would like to contract with Dr. James Bylund for the needed evaluation. Approval is necessary at this time to remain compliant with services on IEPs and the parents' right to choose an assessor of their choice for Independent Education Evaluation. This agenda item seeks ratification due to the timeliness of needing to conduct the independent assessment.

**RATIONALE:** Districts must offer a continuum of services including, when necessary, Independent Education Evaluations to students with exceptional needs. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for this contract include assessments, report writing and IEP attendance and will not exceed \$6,500.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Agreement for Special Contract Services with Dr. James Bylund for an Independent Education Evaluation/Psycho-Educational Assessment

**Prepared by:** Sophy Reese, Program Specialist.



# 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 Dr. James Bylund Educational Psychologist (#3220), 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: \_\_\_\_\_  
Completed a psycho-educational evaluation.  
Both Cognitive and Academic and also a speech and language assessment.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 4 days, [ ] HOURS [✓] DAYS, under the terms of this agreement at the following location 1181 Central Blvd, Suite D, Brentwood, CA 94513

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

- a. District shall pay \$ 6,500 per [ ] HOUR [ ] DAY [✓] FLAT RATE, not to exceed a total of \$ 6,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [✓] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [✓] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 6/20, 7/7, 7/8, and 7/29, and shall terminate on 7/29.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

Dr. James Bylund Educational Psychologist (#3220)

Contractor Signature

Title

46-554-5351  
IRS Identification Number

Title

Owner-Bylund Neuro-Ed Clinic

Address

1181 Central Blvd, Suite D

Brentwood, CA 94513

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

31 Date Approved by the Board



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** October 9, 2019  
**SUBJECT:** Ratify Agreement for Special Contract Services with World of Wonder Science Museum (W.O.W.) to Provide Twelve Days of STEM In-House Field Study Trips to Villalovoz Elementary School Students

**BACKGROUND:** Villalovoz Elementary School is part of the PreK-12 STEM Grant. We want to bring the World of Wonders Science Museum on Wheels to our school to have students engage in standards-based, hands-on science education for elementary students to enrich our STEM units and spark our students' curiosity about the world around them. During a WOW Field Study Trip, WOW educators will provide engaging science experiences and design challenges for each grade level based on targeted Next Generation Science Standards. This agenda item seeks ratification due to a delay in completing the contract.

**RATIONALE:** STEM field experiences and enrichment opportunities are no longer limited to traditional science experiments. STEM in-house field study trips are interactive, engaging, and bring classroom concepts to life for students. This kind of engagement helps students to see how professionals use STEM each day, and it also prompts our students to consider STEM for their own future. 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:** Presentation, materials, and transportation fees will be a total of \$7,000.00. Villalovoz Elementary School will pay the entire cost using site Title I funds, under goal 1a16, from the school site plan.

**RECOMMENDATION:** Ratify Agreement for Special Contract Services with World of Wonder Science Museum (W.O.W.) to Provide Twelve Days of STEM In-House Field Study Trips to Villalovoz Elementary School Students

**Prepared by:** Mrs. Erin Quintana, Principal, Villalovoz Elementary.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and World of Wonder 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: World of Wonders is to offer hands-on, science-based exhibits and programs for Villalovoz Elementary School classrooms.

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

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

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

- a. District shall pay \$ 7,000 per [ ] HOUR [ ] DAY [X ] FLAT RATE, not to exceed a total of \$ 7,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [X ] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on September, 2019, and shall terminate on March, 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, Erin Quintana, at (209) 830-3331 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:** October 11, 2019  
**SUBJECT:** Approve Agreement for Special Contract Services with Tyson Amir, Freedom Soul Media, Motivational Speaker Interactive Lecture Series at West High School

**BACKGROUND:** Tyson Amir is a Bay Area author, poet, and educator who brings an electrifying cadence to his poignant message of worth for students. His interactive facilitated sessions will provide an opportunity for students to develop deeper connections with their culture and history through a culturally relevant framework that is common core and content standard aligned. Through the Black Student Union at West High, African American students will have an opportunity to be a part of this groundbreaking experience. This event is open to all students, parents and Tracy community. The interactive commentary is for our students. West High will gain specific, practical and inspiring strategies for transforming our schools to a place where all students feel valued and learn at high levels.

**RATIONALE:** West High's African American student population has consistently scored below the achievement gap. We are constantly seeking a way to inspire, empower, and motivate students to take responsibility for their education and achieve what we know they are capable of achieving. The goal for hosting this author is to encourage students to participate in their education and inspire more focused parent support and presence on the West High campus. 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:** The cost for this service will be a flat rate of \$10,000. West High School will pay for the cost from Title 1 Intervention Program, line item 1c10 on the school site plan.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Tyson Amir, Freedom Soul Media, Motivational Speaker Interactive Lecture Series at West High School

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



# 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 Tyson Amir, Freedom Soul Media, 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 8 facilitated sessions over the course of the school year, plus one evening presentation. Provide a class set of Black Boy Poems and curriculum for 30 students.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of Nine ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location West High School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 10,000 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ 10,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ n/a for the term of this agreement.
  - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on 10/30/19, and shall terminate on 5/13/20.
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, Audrey Harrison, at (209) 830-3370 xX3010 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:

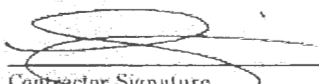
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

83-3316656  
IRS Identification Number \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

3451 35th. Ave. #11  
Address \_\_\_\_\_

Oakland, CA. 94619  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
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:** October 9, 2019  
**SUBJECT:** Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending October 15, 2019

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

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

**FUNDING:** no cost.

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

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

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

District: Tracy Joint Unified School District

Person completing this form: Tania Salinas

Title: Director of Assessment & Accountability

Quarterly Report Submission Date:  
(check one)

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

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

Please check the box that applies:

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

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

\_\_\_\_\_  
Print Name of District Superintendent

\_\_\_\_\_  
Signature of District Superintendent

\_\_\_\_\_  
Date



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** October 11, 2019  
**SUBJECT:** **Approve Out of State Travel for Two Art Freiler School Administrators and Five Art Freiler Teachers to Attend Kagan Cooperative Learning in Nevada on February 14-17, 2020**

**BACKGROUND:** The Kagan Cooperative Learning, Kagan Structures for Engagement and Achievement, 4-day institute provides teachers with the tools to create full student engagement with Kagan Structures – simple yet powerful cooperative learning instructional strategies. Students will experience deeper understanding of the content, improved retention, and greater enjoyment of class and content. Supported by a large body of scientific research, and proven effective in countless classrooms, schools, and districts, this revolutionary way to teach is transforming teaching and learning. The structures empower students and teachers to use teamwork and pairs to create a greater level of engagement and directly applies to the Rigor and Relevance Framework teachers have been learning about and implementing this year. These structures will aide our teachers in developing quadrant D lessons where students are thinking and working in their lessons. This is not merely group work; Kagan structures are designed to engage all students. Classrooms that implement Kagan structures have fewer discipline problems. Because the structures are so cooperative and interactive, they work wonders for students’ social skill and language development. This workshop is not offered during the school year in California.

**RATIONALE:** This Agenda item supports District Strategic Goal #2: Hire, support, develop, train and sustain District employees who create a singleness of purpose focused on maximizing students’ academic, social, and emotional potential.

**FUNDING:** Total cost for the four-day institute will not exceed \$13,000 for two administrators and five teachers. Funding will be provided by MAA funds.

**RECOMMENDATION:** Approve Out of State Travel for Two Art Freiler School Administrators and Five Art Freiler Teachers to Attend Kagan Cooperative Learning in Nevada on February 14-17, 2020

**Prepared by:** Stephen Theall, Principal, Art Freiler School.



# HUMAN RESOURCES MEMORANDUM

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

## BACKGROUND:

## CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Husband, Derek 4/5 SDC	Villalovoz	10/3/19	Personal
Wedel, Kendall Geosciences	Tracy High	9/4/19	Deceased

## BACKGROUND:

## CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Brown, Amy Food Service Worker	KHS	10/4/19	Personal
Jett, Andrea School Supervision Assist.	Kelly	10/11/19	Accepted a Special Ed Para position at Hirsch
Syed Sulthan, Sajina Special Ed Para Ed I	Central	10/7/19	Personal

**BACKGROUND:****CLASSIFIED RETIREMENT**NAME/TITLESITEEFFECTIVE  
DATE

Smith, Dana  
Secretary to the Director of  
Curriculum, Accountability  
& Continuous Improvement DEC

11/30/19

**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:** October 14, 2019  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Doherty, Daniel

Nhu, Nguyen

Shimozono, Raney

## CERTIFICATED

7<sup>th</sup> grade Mathematics (Replacement)  
North School  
Class V, Step 2 "B" \$42,086.23  
Funding: General Fund

RSP (Replacement)  
South/West Park Elementary  
Class III, Step 1 "A" \$38,992.00  
Funding: Special Education

4/5 SDC (Replacement)  
McKinley Elementary  
Class III, Step 1 "A" \$40,164.00  
Funding: Special Education

## BACKGROUND:

Gonzalez, Erendilaura

Gonzalez-Soto, Arturo

## CLASSIFIED

Secretary to the Director of Food Service  
(Replacement)  
DEC/Food Service  
Range 40, Step A - \$21.85 per hour  
8 hours per day  
Funding: Child Nutrition-School Program

Utility Person II (Replacement)  
Central Elementary School  
Range 35, Step A - \$19.47 per hour + ND  
8 hours per day  
Funding: General Fund

Jablonski, Stacie	School Supervision Assistant (Replacement) George Kelly School Range 21, Step A - \$14.07 per hour 1.5 hours per day Funding: General Fund
Jett, Andrea	Special Education Para Educator I (New) Hirsch Elementary School Range 24, Step B - \$15.77 per hour 4 hours per day Funding: Special Education – IDEA Grant
Kee, Natalie	School Supervision Assistant (Replacement) Bohn Elementary School Range 21, Step A - \$14.07 per hour 1 hour per day Funding: General Fund
Lopez, Maribel	K-8 Library Technician (Replacement) George Kelly School Range 30, Step C - \$18.97 per hour 20 hours per week/5 hours per day Tuesday through Friday Funding: State Lottery
Lopez-Ortiz, Brenda	Bilingual Para Educator I (Replacement) South/West Park Range 24, Step C - \$16.53 per hour 3 hours per day Funding: Targeted EL
Ramirez, Shannon	Utility Person III (Replacement) Transportation/Crew 2/WMS 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%

#### **BACKGROUND:**

Cherry, Kevin

Lloyd, Gary

#### **COACHES**

Basketball – Frosh Boys'  
West High School  
Stipend: \$4,034.50

Basketball – Soph Boys'  
West High School  
Stipend: \$4,843.58

Salmeron, Alfredo

Football – Frosh Assistant  
Kimball High School  
Stipend: \$4,843.58

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

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



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. Brian R. Stephens, Superintendent  
**DATE:** October 10, 2019  
**SUBJECT:** Adopt Resolution No. 19-10 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 Steve Abercrombie was absent for the regular meeting of August 13, 2019. The Board of Education finds that Steve Abercrombie's absence from the meeting of August 13, 2019, was due to a hardship deemed acceptable by the Board of Education;

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

**RECOMMENDATION:** Adopt Resolution No. 19-10 to Excuse Meeting Absence of Board Member.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 19-10  
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 Steve Abercrombie was absent for the regular meeting held August 13, 2019, due to a hardship;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education finds that Steve Abercrombie's absence from the regular meeting of August 13, 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 Mr. Abercrombie shall be paid for his absence from the regular meeting of August 13, 2019, and further directs that the adoption of this Resolution shall be recorded in the minutes of this meeting of October 22, 2019.

Resolved this 22<sup>nd</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.

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Clerk  
Board of Education  
Tracy Unified School District



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. Brian Stephens, Superintendent  
**DATE:** October 14, 2019  
**SUBJECT:** Approve Revised 2019 Board Meeting Calendar

**BACKGROUND:** Effective July 1, 2019, AB 2449 amended Education Code 5017 to read “Each person elected at a regular biennial governing board member election shall hold office for a term of four years commencing on the second Friday in December next succeeding their election” This change in law changes the 15-day period in which Annual Organization Meetings shall be held. Education Code Section 35143 requires that a governing board hold an annual organizational meeting within a specified 15-day period. This year that period of time is December 13 - December 27, 2019.

**RATIONALE:** Prior to this new law, the board approved the 2019 calendar which included December 10<sup>th</sup> as the organizational meeting date. We are now revising the December meeting to Tuesday, December 17, 2019, which complies with the Education Code requirement for holding the annual organizational meeting. The new law was not in effect at the time that the 2019 board meeting dates were approved, therefore we need to revise the December meeting date from December 10<sup>th</sup> to December 17<sup>th</sup>, 2019.

**FUNDING:** N/A

**RECOMMENDATION:** Approve Revised 2019 Board Meeting Calendar.

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



**TRACY**  
UNIFIED SCHOOL DISTRICT

## Board of Education Calendar of Meetings 2019

The Board of Education holds its regular meetings in the Tracy Unified School District Education Center Boardroom located at 1875 W. Lowell Ave. Meetings begin at 7 p.m. The Board of Education's meeting agendas are posted for public viewing the Friday before each regular meeting in the Education Center lobby and on the District's website at [www.tracy.k12.ca.us](http://www.tracy.k12.ca.us). Copies of meeting agendas also are available by contacting the Superintendent's Office at 830-3201. Minutes of Board of Education meetings are available for public review in the Superintendent's Office on Mondays through Fridays between 8 a.m. and 5 p.m., and can be viewed on the District's website at [www.tracy.k12.ca.us](http://www.tracy.k12.ca.us).

BOARD MEETING DATES 2019	
	01/08/19
	01/22/19
	02/12/19
	02/26/19
	03/12/19
	03/26/19
	04/09/19
	05/14/19
	05/28/19
	06/11/19
	06/25/19
	08/13/19
	08/27/19
	09/10/19
	09/24/19
	10/08/19
	10/22/19
	11/12/19
	12/17/19



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** October 11, 2019  
**SUBJECT:** **Approve Revised TUSD Master Plan for Services to English Learners – First Reading**

**BACKGROUND:** The TUSD Master Plan for Services to English Learners provides the educational staff and community up to date information regarding the legal requirements for English learner programs. The plan explains and guides the placement, assessment, reclassification, and monitoring practices for English Learners. The last major revision to the district's EL Master Plan was in the spring of 2008. Since that time the Master Plan has been updated to reflect changes in standards, assessment, and accountability at the State and Federal levels. However, over the past eighteen months there have been major changes at both the State and Federal levels that have resulted in significant changes to the English Learner programs effective July 1, 2017. The passage of the Every Student Succeeds Act (ESSA) at the Federal level increases the requirement for monitoring of effective language instruction educational programs for English Learners and increased monitoring of reclassified students and of students with disabilities who are EL. ESSA also changed the requirements for annual notices for parents of ELs. The passage of Proposition 58 in the fall of 2016 is driving changes to the programs and services provided in California. These changes include a redefinition of Structured English Immersion, the elimination of the English Language Mainstream program description, and the elimination of the requirement for waivers to participate in a dual language/bilingual program. The TUSD Master Plan for Services to English Learners has been revised to reflect the changes resulting from the new regulations, based on the information available at this time. The District English Learner Advisory Committee (DELAC) has been informed about updates to the Master Plan over the years and will be provided with an in-depth orientation to the revised Master Plan this fall.

**RATIONALE:** The District Master Plan for Services to English Learners has undergone revisions to reflect changes at both the State and Federal levels that took effect July 1, 2019. The revised plan needs to be approved by the local governing board.

**FUNDING:** No cost.

**RECOMMENDATION:** Approve Revised TUSD Master Plan for Services to English Learners – First Reading.

**PREPARED BY:** Julianna Stocking, Director of Continuous Improvement, State and Federal Programs.





# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** October 22, 2019  
**SUBJECT:** Approve School Counseling Fieldwork Agreement with USC Rossier

**BACKGROUND:** Tracy Unified School District encourages colleges and universities to place students in our schools to fulfill their requirements for obtaining their 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 USC Rossier and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective January 01, 2020 through June 30, 2020. This Agreement shall automatically renew for successive one (1) year periods beginning each July 1<sup>st</sup> thereafter.

**RATIONALE:** Students working on their field experience will be placed with fully credentialed school counselors within our district who are willing to supervise these students. This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** There is no cost to the District.

**RECOMMENDATION:** Approve School Counseling Fieldwork Agreement with USC Rossier

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

## USC SCHOOL/TRACY UNIFIED SCHOOL DISTRICT FIELDWORK PLACEMENT AGREEMENT

This School / School District Placement Agreement (“Agreement”) is made this 22 of October, 2019 (“January 1, 2020”), by and between [WEST HIGH/TRACY UNIFIED SCHOOL DISTRICT], with an address located at [1875 W. Lowell Avenue, Tracy, California 95376] (“School” or “District”), and the University of Southern California, a California nonprofit educational institution, with an address of Waite Phillips Hall, 3551 Trousdale Parkway, ADM 352, Los Angeles, CA 90089 (“USC”). USC and School/District may be referred to collectively as the “parties” and individually as a “party.”

WHEREAS, USC offers graduate degree programs to its students (“Candidates”) in classroom and in online learning environments; and

WHEREAS, with respect to the online learning environment, USC Rossier and the USC Suzanne Dworak-Peck School of Social Work offer graduate degree programs with an online learning component and field placement experiences (“Programs”), including, among others, Programs in the fields of teaching, school counseling, and social work.

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Placements. The School/District agrees to host one or more Candidates in accordance with the terms of this Agreement and as further set forth in either: (a) the Teaching Candidate Addendum with respect to teaching Candidates; (b) the School Counseling Candidate Addendum with respect to School Counseling Candidates; (c) the School of Social Work Candidate Addendum with respect to School of Social Work Candidate; or (d) such other addenda for such additional Programs as may be agreed upon by the parties from time to time. Each aforementioned Addendum (collectively, the “Addenda”) is incorporated into and made a part of this Agreement.

2. Placement Opportunities.

(a) USC will request placements for its Candidates for one or more of the Programs detailed in the Addenda. Each request shall identify the particular Candidate (or, for groups of Candidates, a composite description of relevant background, assignment request, assignment objectives and suggested activities as appropriate to requested assignments for the Candidate group). USC shall comply with any School/District policy applicable to such placement requests and provided by the School/District to USC.

(b) The School/District agrees to use good-faith efforts to place Candidates proposed by USC within the School/District. The School/District shall have the sole discretion with respect to all Candidate assignments hereunder, provided that the School/District shall involve USC throughout the decision-making process. The School/District shall not in any way be obligated to accept assignments of Candidates beyond the capabilities of the School/District, as determined by the School/District in its sole discretion. The School/District shall have the right to terminate its relationship with any Candidate for violation of the School’s/District’s regulations or for other reasonable cause in accordance with the School’s/District’s standard policies or practice.

3. Compliance with Law.

(a) *Background Investigations.* (i) USC shall inform each Candidate being hosted by the School/District that they are required to complete a background check and receive appropriate clearance(s) in accordance with applicable state and local law prior to commencing any assignment at the School/District (e.g., a State-issued Certificate of Clearance in the case of a teacher placement in California). (ii) The School/District may impose requirements upon Candidates in addition to those required by state law as set forth in Section 3(a) (i) above (the “Additional Requirements”). In such event, the School/District agrees to provide all such Additional Requirements in writing to USC promptly following execution of this Agreement (or, as applicable, promptly upon any adoption or modification thereof occurring during the Term of this Agreement). USC shall communicate all such Additional

Requirements to Candidates, and shall advise Candidates to make any and all additionally required submissions directly to the School/District. Upon notice to the Candidate, the School/District shall have the right to reject any Candidate who fails to comply with the Additional Requirements from participating in an assignment at the School/District.

4. No Employment Relationship of Candidates.

(a) Candidates are students, and not employees of USC or the School/District. As such, they are not covered by USC's or the School's/District's workers' compensation policies.

(b) Candidates are neither entitled to, nor shall receive, any compensation or other employee-related benefit (without limitation) from USC or the School/District. Candidates shall not displace any School/District employee.

(c) The School/District shall provide in writing any requirements for Candidates to obtain and maintain personal liability insurance coverage, which requirements may vary based on the applicable Program. USC shall communicate to Candidates any such School/District coverage requirements, provide reasonable assistance to Candidates in obtaining such coverage, and facilitate each Candidate's submission of appropriate documentation thereof directly to the School/District (which the School/District agrees to accept).

5. Information, Hiring & Confidentiality.

(a) USC is a non-profit, educational research institution interested in evaluating the success of its graduates in impacting student achievement relative to comparable teachers, school counselors, school social workers, or other appropriate position, as the case may be. As such, USC may request the School/District to provide information to assist USC in its evaluative process. If available, the School/District shall provide such information to USC following any such reasonable request.

(b) The School/District may hire any Candidate(s) upon program completion, but is under no obligation to do so.

(c) USC shall not request the School/District to provide any health or other records of any student of the School/District covered by the Family Educational Rights and Privacy Act ("FERPA"); nor shall USC request any Candidate to share any protected School/District data (whether about School/District students or personnel) with USC.

(d) To the extent that any party to this Agreement discloses any confidential information to any other party hereto in connection with the relationships contemplated hereunder, the parties agree during the term of this Agreement (and all renewals thereof) and for a period of two (2) years thereafter to use reasonable efforts to protect, maintain as confidential, and not disclose, any such confidential information of any other party.

6. Compliance with the Law. The parties hereto shall comply with all applicable federal, state and local laws, rules, statutes, acts, regulations, code and similar legal requirements, including but not limited to FERPA.

7. Non-Discrimination. Each party represents that it is an equal opportunity employer. Each party certifies that it does not, and shall not, discriminate against its employees, students, Candidates or applicants on any unlawful basis. Each party certifies that it is, and shall remain, in compliance with all laws, regulations, executive orders or other legal prohibitions against discrimination.

8. Indemnification.

(a) *Indemnification by School/District.* The School/District shall indemnify, defend and hold harmless USC, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of the School/District, its employees, agents or representatives.

(b) *Indemnification by USC.* USC shall indemnify, defend and hold harmless the School/District, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of USC, its employees, agents or representatives.

9. Governing Law. The interpretation, application, and enforcement of this Agreement shall be governed by the laws of the State of California without reference to choice of law principles. Any claim, suit, or cause of action involving the interpretation, application, or enforcement of this Agreement shall be commenced in the appropriate state or federal courts in the State of California.

10. Term, Termination and Renewal. The Term of this Agreement shall begin as of the later of the Effective Date or the date of the School's/District's signature set forth below ("Term Commencement Date") and continue through June 30<sup>th</sup> of the calendar year following the third anniversary of the Term Commencement Date. Unless any party terminates this Agreement pursuant to this Section 10, this Agreement shall automatically renew for successive one (1) year periods beginning each July 1<sup>st</sup> thereafter. Any party may terminate this Agreement with or without cause upon written notice to the other parties, provided that any such termination shall only be effective after the end of the school year during which the written notice of termination is issued. For the avoidance of doubt, other than where the School/District removes a Candidate pursuant to Section 2(b) above, the School/District shall permit current Candidates to complete the current school year at the time of any such termination.

11. Notices. Any notice to be given hereunder by any party to this Agreement shall be in writing and will be deemed given on the date received as evidenced by confirmation of receipt, except if such confirmation is later than 3:00 p.m. (School/District local time), addressed as follows (provided that, upon written notice in accordance herewith, any party may update its notice recipients at any time during the term of this Agreement):

(a) *If to the School/District:* [West High/Tracy Unified School District].

(b) *If to USC:* University of Southern California, Rossier School of Education, Waite Phillips Hall, 3470 Trousdale Parkway, WPH-504G, Los Angeles, CA 90089; attention: Dr. Kathy Stowe, Associate Dean of Academic Programs; Facsimile No. (213) 740-5799.

12. Limitation of Liability. Except as such damages may be sought or assessed in respect to third party actions covered by the indemnification provisions herein, no party shall be liable to the other for consequential, incidental, indirect, exemplary, punitive or special damages of any nature or character (including loss of profits, data, business or goodwill or any indirect economic damages whatsoever), from causes of action of any kind, including contract, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, or otherwise, even if the party at fault or in breach has been advised or had reason to know in advance of the possibility of incurring such damages.

13. Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the parties to this Agreement, such provision will be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law; and the remaining terms, provisions, covenants, and restrictions of this Agreement will remain in full force and effect.

14. Entire Agreement/No Modification/Counterparts/Execution/Binding Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and fully supersedes and replaces any and all prior or contemporaneous understandings or agreements, written or oral, between the parties hereto or any of their respective affiliates regarding such subject matter. Any waiver, change in, amendment, addition, supplement or other modification of any provision of this Agreement will be valid and effective only if in writing and signed and dated by all parties hereto subsequent to the execution of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, bear the signatures of all of the parties reflected hereon as the signatories. A faxed, PDF or electronic signature shall have the same legally binding effect as an original signature. This Agreement will be binding upon the parties and their successors, affiliates, subsidiaries, assigns, officers, directors, employees, and agents. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. Arbitration. All controversies, claims and disputes arising in connection with this Agreement shall be settled by mutual consultation between the parties in good faith as promptly as possible, but failing an amicable settlement shall be settled finally by arbitration in accordance with the provisions of this paragraph. Such arbitration shall be conducted in Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The parties hereto hereby agree that the arbitration procedure provided for herein shall be the sole and exclusive method of resolving any and all of the aforesaid controversies, claims and disputes. The costs and expenses of the arbitration, including without limitation attorneys' fees, shall be borne by the parties in the manner determined by the arbitrator. Legal action for (i) entry of judgment upon any arbitration award or (ii) adjudication of any controversy, claim or dispute arising from a breach or alleged breach of this paragraph may be heard and tried only in the courts of the State of California for the County of Los Angeles or the Federal District Court for the Central District of California for the County of Los Angeles or the Federal District Court for the Central District of California. Each of the parties hereto hereby irrevocably and unconditionally waives any right(s) to trial by jury in any action or proceeding arising under this Section 15 and each party further waives any defense of lack of in personal jurisdiction of said courts. Each party agrees that service of process in such action may be made upon each of them by mailing it certified or registered mail to the other party at the address provided for in this Agreement. Both parties agree that the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, including without limitation, attorneys' fees.

16. No Agency; No Assignment. Both parties acknowledge that they are independent contractors, and nothing contained herein shall be deemed to create an agency, joint venture, franchise, or partnership relation between the parties. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

**INTENDING TO BE LEGALLY BOUND HEREBY**, the parties affix their respective hands below:

<b>WEST HIGH/TRACY UNIFIED SCHOOL DISTRICT</b>	<b>UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE USC ROSSIER SCHOOL OF EDUCATION AND THE USC SUZANNE DWORAK-PECK SCHOOL OF SOCIAL WORK</b>
Print Name:  _____	Print Name:  _____

Signature:  _____	Signature:  _____
Dated: _____	Dated: _____

## TEACHING CANDIDATE ADDENDUM TO THE ROSSIER PLACEMENT AGREEMENT

This Teaching Candidate Addendum to the School/School District Placement Agreement (“Addendum”) is incorporated into and made a part of that certain School / School District Placement Agreement (the “Agreement”) executed concurrently with this Addendum (or subsequently on the date indicated below), and is effective as of “Term Commencement Date”, as defined in the Agreement. Capitalized terms not otherwise defined in this Addendum shall have the meaning ascribed to them in the Agreement.

1. Controlling Terms. The terms of this Addendum modify and supplement the Agreement. Whenever any inconsistency or conflict exists between the Agreement and this Addendum, the terms of this Addendum control and supersede the Agreement. In all other respects, the terms of the Agreement are ratified and confirmed.

2. Placement Opportunities. USC shall identify prospective Candidates to the School/District for potential placement within the School/District, including assignment to a teacher of record, in the following categories: (i) “Observation Students” (e.g., recess observation, lunchtime interactions, interactions with parents/teachers, etc.); (ii) “Research Students” (e.g., case study, classroom observation with student interaction, lesson delivery as part of fieldwork, etc.); and (iii) “Student Teachers” (i.e., “Guided Practice”, with “Guiding Teachers”, as defined in Section 3 below). USC shall supply the Candidate’s name, relevant program and background clearance information and type of assignment appropriately matching the prospect’s needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of Candidates it shall accept as Observation Students, Research Students and Student Teachers, the length of assignments, and the distribution of assignments.

3. Guiding Teachers.

(a) The School/District shall make recommendations to USC regarding teachers whom it believes are appropriate to serve as Guiding Teachers (defined below). Through the School’s/District’s recommendations, USC’s observations and Student Teacher reference, USC shall identify teachers working within the School/District to supervise and prepare Student Teachers during their student teaching experiences (“Guiding Teacher”).

(b) Both the School/District and USC shall approve the participation of any teacher as a Guiding Teacher, provided that the School/District shall use its best efforts to approve a sufficient quantity of Guiding Teachers necessary to oversee the agreed-upon number of Student Teachers placed within the School/District at any time.

(c) Should any Guiding Teacher become unable to perform or fulfill his or her duties hereunder, the School/District shall assign an alternative Guiding Teacher to the Student Teacher (excluding a substitute teacher that replaces the original Guiding Teacher within the School/District).

4. Credential Seeking Candidates. Any credential seeking USC Student Teacher Candidate shall be required to sit for and pass applicable, state- and subject-specific exams (e.g., CSET, CBEST, etc.) prior to the commencement of his or her assignment as a Student Teacher.

5. Honorarium.

(a) Upon each Student Teacher’s completion of his or her guided learning assignment, USC shall pay, or direct a designated third party to pay, an honorarium of \$350.00 directly to each Guiding Teacher for his or her participation in a Student Teacher’s guided learning assignment. The School/District agrees that USC may require Guiding Teachers to submit reasonable documentation to USC prior to USC making payments hereunder.

(b) USC shall comply with any School/District policy requiring that the School/District, and not third parties, make Guiding Teacher payments to Guiding Teachers. In such event, the School/District may require USC

to make Guiding Teacher payments to the School/District for distribution by the School/District to Guiding Teachers, provided that the School/District shall first invoice USC for any such payment(s). For the avoidance of doubt, in the event that USC makes Guiding Teacher payments to the School/District in accordance with this Section 5(b), Section 5(a) above shall be deemed stricken from the Agreement with respect thereto.

(c) Should any Guiding Teacher fail to complete his or her assignment hereunder (either due to such teacher's own circumstances or due to USC's removal of the teacher as a Guiding Teacher), USC shall pay the corresponding honorarium on a pro rata basis.

(d) USC shall comply with any written School/District policy or procedure contrary to this Section 5, provided that the School/District shall provide any copy/copies thereof upon execution of the Agreement or subsequent adoption thereof.

6. Use of Video. USC utilizes video recording throughout its programs, including as an essential element of its instruction methodology. (By way of example only, the State of California requires USC to administer a Teaching Performance Assessment ("TPA") of its students as part of USC's teacher preparation program, with a component of that TPA being video that USC must obtain from each Student Teacher and maintain on file with the California Commission on Teacher Credentialing.) As such, any Student Teacher may make video recordings as part of his or her program studies throughout his or her assignment at the School/District. USC shall require Student Teachers to be responsible for obtaining appropriate and signed video release/authorization forms (which USC shall provide to Student Teacher ) on behalf of recorded individuals, as appropriate, including obtaining parent/guardian signatures on behalf of recorded individuals who are minors (*i.e.*, under the age of legal competence). The School/District may provide reasonable assistance to Student Teachers in obtaining signatures on such forms.

7. Performance Data. Should the School/District hire any teacher Candidate(s), the School/District shall support USC's program evaluation initiatives by sharing student-level performance data for students he or she teaches to measure teacher efficiency relative to other Master of Arts in Teaching graduates and to other new teachers prepared through other pathways. USC shall keep such data confidential and use it only to facilitate analysis of its effectiveness, and will share its findings with the School/District. This paragraph 7 shall survive the expiration or termination of the Agreement for any reason.

**INTENDING TO BE LEGALLY BOUND HEREBY**, the parties affix their respective hands below:

<b>WEST HIGH/TRACY UNIFIED SCHOOL DISTRICT</b>	<b>UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE ROSSIER SCHOOL OF EDUCATION</b>
Print Name: _____	Print Name: _____
Signature: _____	Signature: _____
Dated: _____	Dated: _____



## SCHOOL COUNSELING CANDIDATE ADDENDUM TO THE ROSSIER PLACEMENT AGREEMENT

This School Counseling Candidate Addendum to the School / School District Placement Agreement (“Addendum”) is incorporated into and made a part of that certain School / School District Placement Agreement (the “Agreement”) executed concurrently with this Addendum (or subsequently on the date indicated below), and is effective as of “Term Commencement Date”, as defined in the Agreement. Capitalized terms not otherwise defined in this Addendum shall have the meaning ascribed to them in the Agreement.

1. Controlling Terms. The terms of this Addendum modify and supplement the Agreement. Whenever any inconsistency or conflict exists between the Agreement and this Addendum, the terms of this Addendum control and supersede the Agreement. In all other respects, the terms of the Agreement are ratified and confirmed.

2. Placement Opportunities. USC shall identify prospective Candidates to the School/District for potential placement within the School/District, including assignment to a school-site supervisor of record. USC shall supply the Candidate’s name, relevant program and background clearance information and type of assignment appropriately matching the prospect’s needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of Candidates it shall accept as School Counselor Students, the length of assignments, and the distribution of assignments.

3. School-site Supervisor.

(a) The School/District shall make recommendations to USC regarding [staff members] whom School/District believes are appropriate to serve as “School-site Supervisors” (defined below). Through the School’s/District’s recommendations, USC’s observations and School/District staff references, USC shall identify counselors and other staff working within the School/District to supervise and prepare School Counselor Candidates during their in-school experiences (“School-site Supervisors”).

(b) Both the School/District and USC shall approve the participation of any staff as a School-site Supervisor, provided that the School/District shall use its best efforts to approve a sufficient quantity of School-site Supervisors necessary to oversee the agreed-upon number of School Counselor Candidates placed within the School/District at any time.

(c) Should any School-site Supervisor become unable to perform or fulfill his or her duties hereunder, the School/District shall assign an alternative School-site Supervisor to the School Counselor Candidate (excluding a substitute teacher that replaces the original School-site Supervisor within the School/District).

4. Credential Seeking Candidates. Any credential seeking USC School Counselor Candidate shall be required to sit for and pass applicable, state-specific exams (*for example, in California, the California Basic Educational Skills Test*), as applicable in the Candidate’s state of residence, prior to the commencement of his or her assignment as a School Counselor Candidate.

5. Use of Video. USC utilizes video recording throughout its programs, including as an essential element of its instruction methodology. As such, any Candidate may make video recordings as part of his or her program studies throughout his or her assignment at the School/District. USC shall require Candidates to be responsible for obtaining appropriate and signed video release/authorization forms (which USC shall provide to Candidate ) on behalf of recorded individuals, as appropriate, including obtaining parent/guardian signatures on behalf of recorded individuals who are minors (*i.e., under the age of legal competence*). The School/District may provide reasonable assistance to Candidates in obtaining signatures on such forms.

6. Performance Data. Should the School/District hire any school counselor Candidate(s), the School/District shall support USC's program evaluation initiatives by sharing student-level performance data for students he or she counsels to measure school counselor efficiency relative to other Master of Education in School Counseling graduates and to other new school counselors prepared through other pathways. USC shall keep such data confidential and use it only to facilitate analysis of its effectiveness, and will share its findings with the School/District. This paragraph 6 shall survive the expiration or termination of the Agreement for any reason.

**INTENDING TO BE LEGALLY BOUND HEREBY**, the parties affix their respective hands below:

<b>WEST HIGH/TRACY UNIFIED SCHOOL DISTRICT</b>	<b>UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE ROSSIER SCHOOL OF EDUCATION</b>
Print Name: _____	Print Name: _____
Signature: _____	Signature: _____
Dated: _____	Dated: _____



# HUMAN RESOURCES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Assistant Superintendent for Human Resources  
**DATE:** October 22, 2019  
**SUBJECT:** **Approve Variable Term Waiver for Brianna Nicole Nelson – Speech Language Pathology**

**BACKGROUND:** Variable term waivers provide additional time to complete the requirements for the credential that authorizes service or to provide employing agencies time to fill the assignment with an individual who either holds an appropriate credential or qualifies under one of the available assignment options.

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

**FUNDING:** There is no cost to the District.

**RECOMMENDATION:** Approve Variable Term Waiver for Brianna Nicole Nelson, Speech Language Pathology.

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

TRACY UNIFIED SCHOOL DISTRICT  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

DECLARATION

The Governing Board of Tracy Unified School District declares that the District has elected to request the following Variable Term Waiver. This will allow the individual below time to complete a program which will authorize her to provide speech language pathology services. The individual will be provided orientation, guidance and assistance during the valid period of the waiver.

Brianna Nicole Nelson- District Wide; Speech Language Pathologist, LSH

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Board Vice President

\_\_\_\_\_  
Date



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** October 15, 2019  
**SUBJECT:** **Adopt Resolution 19-11, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds**

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

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

**RECOMMENDATION:** Adopt Resolution 19-11, Authorizing the Elimination of Certain Classified Positions due to Lack of Work or Lack of Funds.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 19-11**

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

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

**WHEREAS**, the Governing Board of the Tracy Unified School District has determined that it shall be necessary to eliminate the following positions in the District not later than June 30, 2020 due to lack of work or lack of funds:

- a. Eliminate two (2) 7 hour/10 month STEPS ECD Associate Instructor
- b. Eliminate one (1) 6 hour/10 month STEPS ECD Associate Instructor
- c. Eliminate one (1) 5 hour/10 month STEPS ECD Associate Instructor
- d. Eliminate one (1) 7 hour/10 month STEPS ECD Assistant
- e. Eliminate one (1) 8 hour/10 month Secretary to the Principal of Community Day and Continuation Schools

**NOW, THEREFORE, BE IT RESOLVED** that as of the close of the business day on June 30, 2020, the above referenced classified position shall be eliminated.

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

**ADOPTED** by the Governing Board of Tracy Unified School District on October 22, 2019 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

Attested:

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

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