

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, NOVEMBER 12, 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

- | | | |
|-----------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum Board: S. Abercrombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, J. Silcox, L. Souza Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| | 3.1 Administrative & Business Services: | |
| | 3.1.1 Conference with Legal Counsel -Anticipated Litigation (G.C. 54956.9(b)) -Number of Potential Cases: 1 | |
| | 3.2 Educational Services: | |
| | 3.2.1 Application for Reinstatement AR19-20/#10 Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | |
| | 3.2.2 Waiver of Expulsion WE19-20/#22 Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | |
| | 3.3 Human Resources: | |
| | 3.3.1 Release Probationary Classified Employee- Special Ed Para Educator I #UCL-338 Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | |
| | 3.3.2 Consider Public Employee/Employment/Discipline/Dismissal/Release Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | |
| | 3.3.3 Conference with Labor Negotiator Agency Negotiator: Tammy Jalique Associate Superintendent of Human Resources Employee Organization: CSEA, TEA | |
| 4. | Adjourn to Open Session | |

5. **Call to Order and Pledge of Allegiance**
6. **Closed Session Issues:**
 - 6a Report Out of Action Taken on Application for Reinstatement AR19-20/#10
Action: Vote: Yes __; No __; Absent __; Abstain __.
 - 6b Report Out of Action Taken on Waiver of Expulsion WE19-20/#22
Action: Vote: Yes __; No __; Absent __; Abstain __.
 - 6c Report Out of Action Taken on Release Probationary Classified Employee-
Special Ed Para Educator I #UCL-338
Action: Vote: Yes __; No __; Absent __; Abstain __.
7. **Approve Regular Minutes of October 22, 2019.** 1-5
Action: Motion__ ; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
8. **Student Representative Reports: Tracy High FFA:** Seraphina Souza and Hayden Andrade; **West High FFA:** Caleb Calderon, Erubiel Victor, Brooke Ramirez and Jasmine Ramirez
9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
 - 9.1 Recognize the Outstanding Employees of the Fall Term for the 2019-2020 School Year 6
 - 9.2 Monte Vista Middle School Presentation
10. **Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.
 - 10.1 **Administrative & Business Services:**
 - 10.1.1 Proposed 2020-2021 Budget Reduction, Phase 2
 - 10.2 **Educational Services:**
 - 10.2.1 Receive Report on English Learners 7
11. **Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a yellow speaker's card).
12. **PUBLIC HEARING:** None.
13. **Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.
Action: Motion__; Second__. **Vote:** Yes__; No__; Absent__; Abstain__.
Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.
 - 13.1 **Administrative & Business Services:**
 - 13.1.1 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 8-9

- 13.1.2 Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District **10-11**
- 13.1.3 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year **12-13**

13.2 Educational Services:

- 13.2.1 Approve Agreement for Special Contract Services for Greater Valley Museum to Provide One Day of NGSS In-House Field Study Trip to Bohn Elementary School Kindergarten Students on Site in Tracy, CA, on December 17, 2019 **14-22**
- 13.2.2 Approve Agreement for Special Contract Services with Hola Language Services to provide a two day (12 hours) "Interpreting IEP Meetings" (English-Spanish) training for Parent Liaisons and District Translators **23-26**
- 13.2.3 Approve Agreement for Special Contract Services between Tracy Unified School District and the Sow A Seed Foundation to Provide the Boys To Men Conference at Kimball High School on December 7, 2019 **27-30**
- 13.2.4 Approve Overnight Travel for Kimball High School Varsity Girls' Basketball Team to Participate in the Central Valley Showdown Tournament in Fresno, CA on December 5-7, 2019 **31**

13.3 Human Resources:

- 13.3.1 Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment **32-33**
- 13.3.2 Approve Classified, Certificated, and/or Management Employment **34-35**

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

14.1 Administrative & Business Services:

- 14.1.1 Adopt Resolution #19-13 Censuring Board Member Ameni Alexander for Conduct **36-40**
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

14.2 Educational Services:

- 14.2.1 Receive Petition for the Establishment of Tracy Independent Study Charter School (Separate Cover Item) **41**
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

14.3 Human Resources:

- 14.3.1 Approve Variable Term Waiver for Rogelio Bravo – Single Subject: English **42-43**
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 14.3.2 Adopt Resolution 19-12, Amending Resolution 19-11 Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds **44-45**
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

- 14.3.3** Approve Tentative Agreements with the California School Employees Association (Separate Cover Item) **46-53**
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 14.3.4** Approve Declaration for a Provisional Internship Permit **54-55**
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 14.3.5** Approve a Variable Term Waivers for John S. Morris – Certificate of Completion of Staff Development (SDAIE) **56-57**
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 December 10, 2019
17.2 December 17, 2019
17.3 January 14, 2020
- 18. Upcoming Events:**
18.1 November 25-29, 2019: No School: Thanksgiving Week Break
18.2 December 23, 2019 - January 3, 2020: No School: Winter Break
18.3 January 20, 2020: No School: MLK Day
18.4 February 10, 2020: No School: Lincoln’s Birthday
18.5 February 17, 2020: No School: President’s Day

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 22, 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/#15, #19-20/#16, #19-20/#17, #19-20/#18, #19-20/#19, #19-20/#20
Action: Kaur, Souza. **Vote:** Yes-7; No-0.
6b Report Out of Action Taken on Release Probationary Classified Employee- Utility Person II #UCL-337
Action: **Vote:** Yes-6; No-0; Absent-0; Abstain-1(Costa)
- Minutes:** **Approve Regular Minutes of October 8, 2019**
Action: Silcox, Souza. **Vote:** Yes-7; No-0.
- Employees Present:** R. Riddle, M. Bunch, S. Bancroft, V. Aceves, K. Rieman, J. Nott, E. Quintana, T. Quintana, J. Escobedo, L. Mendoza, L. Flores
- Press:** B. Browne, Tracy Press
- Visitors Present:** G. Coronado, S. Alejandre, B. Mendez. A. Villela, J. Bolden, N. Nelson
- Student Rep Reports:** **Student Representative Reports:**
Kimball High: Gabriel Coronado commented that the first week of October they had activities leading up to Homecoming and it was the best they ever had. The seniors lost the powder puff game and the night rally was a blast. They skits were great, and they held their first ever homecoming carnival. Students set up at 6:00 am. And the carnival started after school. It was a huge success. Several clubs participated. The Homecoming dance was held in the cafeteria with over 400 students. The Class of 2020 won the entire homecoming spirit award. On October 30th students will enjoy the trunk or treat from 5:00-7:00.
Tracy High: Sophia Alejandre reported that the month of October has been the busiest yet and lots of fun. The football players wore Pink for Cancer Awareness Month and won game against Tokay. Students have been in Homecoming mode

and have been working on flower parties, floats and skits. The theme was four seasons. The night rally performances were great, especially the baton twirler that performed with fire. Thursday was the annual powder puff game and the seniors won. On Friday, students helped with class floats and the parade started at 3:00. The varsity game was at 7 against St. Mary's. They didn't win but everyone had fun at the dance and made lifetime memories. Hawkins Elementary had a memorial for Mr. Wedel and it was attended by many. The volleyball team had their senior night. October was a memorable month.

West High: Briana Mendez and Alexis Villela reported Homecoming week's theme was television channels with various dress up days. The night rally had great performances with lots of spirit. On Friday, students participated in extreme blue and gold and float building followed by the parade, game and dance. Many memories were made. Dr. Stephens visited the leadership class last week to hear their opinions on their school. Last Friday was bitter sweet as the senior boys played their last football game. It was dedicated to Cancer Awareness Month. Each year students volunteer at Southwinds Fall Festival. Three of the football players also spoke about what they thought was the best part of homecoming. Elijah, Nate and Joshua commented that they played their hearts out and never gave up. They earned St. Mary's respect after the game because of the way they played. The Blue Crew gave them energy to fight to the end and played a key role in the games. They were prepared by coaches and gave all that they could.

Recognition & Presentations:

9.1 George Kelly School Presentation

Principal, Dr. Michael Bunch, Assistant Principal, Shannon Bancroft and 6th grade teacher, Tony Quintana, presented a power point. They gave an overview of becoming the best they can be. They have a cycle of ongoing growth and improvement and define their focus on learning, collaboration and results. They reviewed the CAASPP scores which showed the numbers of students earning standards met or exceeded. They identified targets to focus on: Reading, writing, listening and math. The collaborative teams are reviewing data and put together different strategies to tackle the goals and targets. This year's leadership team consists of 1 member from every IDT - he is 6th grade facilities of his team. Work together with lesson planning and assessment process. All coming together to share best instructional practices. It is important for kids to be able to track their own progress. Formative assessments are dated and goes into their end of year portfolio.

Information & Discussion Items:

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)

Tania Salinas, Director of Assessment and Accountability, presented a power point and reviewed the 2019 overall scores comparing with 2017 and 2018 an also with San Joaquin County and the State of California. The SBAC is given in ELA and Math to grades 3-8 and grade 11. The CAST (California Science Test) is given in grades 5, 7 and once in high school). Those scores will be released in January of 2020. Tonight, she is reviewing the ELA and Math results. TUSD is improving slightly

each year in ELA and Math. She thanked all of the teachers and site administration for their hard work.

Trustee Silcox left the meeting at 7:41 p.m.

Trustee Silcox returned to the meeting at 7:43 p.m.

- 10.2.2 Receive Updated Report on Local Indicators
Julianna Stocking, Director of Continuous Improvement, State and Federal Programs, presented a power point on the local indicators. The indicators are Priority 1: Basics; Priority 2: Implementation of State Standards; Priority 3: Parent & Family Engagement; and Priority 4: School Climate. The new dashboard data will be released in December. In January of 2020, there will be another report on Annual Accountability Dashboard Update.

Hearing of Delegations None.

Public Hearing: 12.1 **Administrative & Business Services:** None.

- Consent Items:** 13. **Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**
Action: Costa, Kaur. **Vote:** Yes-7; No-0
- 13.1 **Administrative & Business Services:**
 - 13.1.1 Approve Accounts Payable Warrants (September 2019)
Separate Cover Item
 - 13.1.2 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
 - 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
 - 13.1.4 Approve Payroll Reports (September, 2019)
 - 13.1.5 Approve Revolving Cash Fund Reports (September, 2019)
 - 13.1.6 Approve Entertainment, Assembly, Service, Business and Food Vendors
 - 13.2 **Educational Services:**
 - 13.2.1 Ratify Agreement for Special Contract Services with Dr. James Bylund for an Independent Education Evaluation/Psycho-Educational Assessment
 - 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 Villalovoz Elementary School Students
 - 13.2.3 Approve Agreement for Special Contract Services with Tyson Amir, Freedom Soul Media, Motivational Speaker Interactive Lecture Series at West High School
 - 13.2.4 Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending October 15, 2019
 - 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

13.3 Human Resources:

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

13.3.2 Approve Classified, Certificated and/or Management Employment

Action Items:

14.1 Administrative & Business Services:

14.1.1 Adopt Resolution No. 19-10 to Excuse Meeting Absence of Board Member

Action: Souza, Pekari. **Vote:** Yes-5; No-1(Alexander); Absent-0; Abstain-1(Abercrombie)

14.1.2 Approve Revised 2019 Board Meeting Calendar

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

Dr. Goodall explained that the laws changed that affected the timeline within which to hold the organizational meeting. There is also a timeline within which to approve the interim report, therefore, an extra meeting was added to December.

14.2 Educational Services:

14.2.1 Approved Revised TUSD Master Plan for Services to English Learners – First Reading (Separate Cover Item)

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

14.3 Human Resources:

14.3.1 Approve School Counseling Fieldwork Agreement with USC Rossier

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

14.3.2 Approve Variable Term Waiver for Brianna Nicole Nelson – Speech Language Pathology

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

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

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

Board Reports:

Trustee Silcox commented that he is a parent of 5 and his kids have gone through Kelly School. It was a first-class experience for them. As a West High football coach, he coached some of the students that spoke tonight, and he is proud of them. He attended classroom visits with Dr. Stephens at Tracy High and saw a lot of first and second-year teachers. There is a lot of work going on to keep these teachers moving forward by the district and site principals. He encourages the board to go and observe. Trustee Souza is proud of students for wearing pink for cancer awareness. It was nice to see boys and girls bringing awareness. The Tracy High baton twirler's mom is a teacher for TUSD, and her mom was a twirler in her class. She and Trustees Silcox and Pekari attended an event for Dr. Franco and Coach Nicholson. There was a lot of staff there and students. We have an amazing community. Kelly School did a great job on their presentation and Tania and Julianna did a great job presenting the testing results. Trustee Kaur passed. Trustee Alexander passed. Trustee Costa attended the Tracy High Homecoming Rally with Trustee Pekari and Jackie Nott. They sat on the field and had a lot of fun watching

the kids. They were very spirited and having fun. The senior skit was funny and Mr. Noll's son portrayed him in the skit. He looks and sounds just like his dad. Trustee Pekari commented that the baton twirler did a great job. Two weeks ago there was a student roundtable facilitated by Representative Josh Harder in collaboration with Sow a Seed. There was a nice representation of students from our high schools. He also had the opportunity to attend a vaping presentation. He commended Dr. Pecot for being pro-active as it is affecting our youth. We partnered with the Tracy Police Department. At Homecoming it is always great to see students, staff and administration. The parades were great and Kimball's first carnival looks like it will become a tradition. He also reminded everyone to look at the artwork of the anti-bullying posters that are up around the outside of the board room. Trustee Abercrombie reminded everyone that Central School's DARE graduation will be on Thursday at 10:00 a.m. and Hirsch will be on Nov. 4 @ 6:30 p.m.

**Superintendent
Report:**

Dr. Stephens visited the leadership classes at Kimball and West and will be visiting with Tracy High shortly. They are great kids to meet with and he received great feedback. Their answers are respectful and thoughtful. It was a positive experience. We held our first meeting for the MLK Breakfast. He also wanted to thank Tammy Jalique for doing a great job in Special Education. She has made a lot of progress in the last 3 weeks.

Adjourn: 8:20 pm

Clerk

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: October 23, 2019
SUBJECT: **Recognize the Outstanding Employees of the Fall Term for the 2019-2020 School Year**

BACKGROUND: Three times each school year, nominations for outstanding employees are solicited from staff. A selection committee composed of two administrators; one classified/confidential representative, two certificated representatives and one classified representative review the nominations and make the selections.

RATIONALE: The employees are recognized by the School Board and are recognized at their school sites in various ways. At the end of the year, the nominations of the three employees who have received recognition as Outstanding Employees of the Term in each category are reviewed, and one employee in each category is selected as Outstanding Employee of the Year.

This agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: N/A

RECOMMENDATION: Recognize Jonathan Raman (9-12), Nicholas Kerin (6-8) and Troy Parsons (K-5) as Outstanding Certificated Employees; Kelly Smith (9-12), Daniel Gutierrez (6-8) and Mary Pereira (K-5) as Outstanding Classified Employees and Donna Ensor as the Outstanding Management Employee for the Fall Term of the 2019-2020 school year.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: October 11, 2019
SUBJECT: Receive Report on English Learners

BACKGROUND: The Tracy Unified School District is committed to meeting the educational needs of all children with quality instructional programs. The English Learner programs are designed to help children develop English language proficiency as rapidly as possible while still maintaining their cultural identity, ensuring acquisition of skills and knowledge necessary for success in academic courses taught in English. All English Learners shall be provided explicit instruction designated to develop proficiency in listening, speaking, reading and writing in English until they are reclassified as Fluent English Proficient (RFEP). For those choosing a Spanish bilingual program, the option is available to English Learners in Kindergarten through fifth grade. These students will have access to the core curriculum through their primary language.

Student Language Proficiency at TUSD

| District | English Only | Initial Fluent English Proficient | English Learners | Long Term English Learners | Reclassified Fluent English Proficient | Total TUSD Enrollment |
|----------|--------------|-----------------------------------|------------------|----------------------------|--|-----------------------|
| TUSD | 8,785 | 456 | 3913 | 1519 | 2792 | 15,946 |

RATIONALE: The District will provide EL programs and Services to support English Learner students to meet the goals of Reclassification for English Proficiency. 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 Report on English Learners.

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



BUSINESS SERVICES MEMORANDUM

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

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
November 12, 2019
SUMMARY OF SERVICES

A. Vendor: Tracy Crime Stoppers, Inc.
Site: District-wide
Item: Memorandum of Understanding
Services: Tracy Crime Stoppers has implemented the Students Speaking Out tip line which provides students with a way to anonymously report crime and dangerous activities taking place in our schools by way of phone, text, or web tip. In turn, TUSD agrees to advertise the program to school personnel, post information on our website and to display and distribute flyers and posters.
Cost: No cost to the District.
Project Funding: N/A

B. Vendor: Ray Morgan Company
Site: Facilities Development Department
Item: Proposal
Services: Consultant will provide complete paper document preparation, document conversion and multistep QC process services for the Facilities Development Department's project plans, MOU's and various other important documents.
Cost: \$40,000.00 Not to Exceed
Project Funding: Capital Facilities Fund

C. Vendor: PresenceLearning
Site: District Wide
Item: Agreement
Services: PresenceLearning will provide live online speech language pathology services and assessments as required to 150 T.U.S.D. students (this is an amendment to the 49 students included on our existing agreement). Services include: reports, protocols, IEP attendance, logs for service, and speech only case management.
Cost: \$22,815.00 per month, through June 30, 2020
Project Funding: Special Education



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: October 16, 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:

Kimball High School:

1. Tracy Unified School District/Kimball High School: From the Kimball High Athletic Booster Club for the amount of \$6,056.00 (ck. #5873). This donation will benefit Kimball High School's football teams and it will be used to pay for uniforms.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Athletic Edge Spirit & Academic Foundation of Northern California for the amount of \$750.00 (ck. #2743). This donation will benefit Tracy High School's cheer team.
2. Tracy Unified School District/Tracy High School: From Athletic Edge Spirit & Academic Foundation of Northern California for the amount of \$600.00 (ck. #2744). This donation will benefit Tracy High School's dance team.
3. Tracy Unified School District/Tracy High School: From Bill Pollard Jr., a Toshiba e-Studio 455 Copier/Scanner/Printer valued at \$1,800.00. This donation will benefit the staff of Tracy High School.
4. Tracy Unified School District/Tracy High School: From John Munoz, a 2004 Cadillac CTS valued at \$405.00. This donation will be used for Tracy High School's ROP Auto Shop program.

West High School:

1. Tracy Unified School District/West High School: From the Rotary Club of Tracy for the amount of \$1,500.00 (ck. #6506). This donation will benefit West High School's journalism club and it will go towards conference travel expenses.

2. Tracy Unified School District/West High School: From Sandhu Brothers Farms for the amount of \$2,300.00 (ck. #1695). This donation will benefit West High School's journalism club and it will go towards conference travel expenses.

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

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

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: November 12, 2019
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year**

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

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

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

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

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



2019/2020 School-Connected Organization/ Booster Clubs

| Organization | Status | Current Reviewed Bank Statements |
|--|-----------------|----------------------------------|
| Bohn PTO | <i>Approved</i> | <i>Current</i> |
| Freiler Staff Parent Association | <i>Approved</i> | <i>Current</i> |
| George Kelly PTO | <i>Approved</i> | <i>Current</i> |
| Hirsch Parent Teacher Organization | <i>Approved</i> | <i>Current</i> |
| Homefield Advantage Athletic Booster Club | <i>Approved</i> | <i>Current</i> |
| Jacobson Staff Parent Association | <i>Approved</i> | <i>Current</i> |
| Jaguar Theatre Booster Club | <i>Approved</i> | <i>Current</i> |
| Kimball High School Athletic Booster Club | <i>Approved</i> | <i>Current</i> |
| Kimball High School PSTA | <i>Approved</i> | <i>Current</i> |
| Parents at Williams Staff Students (PAWSS) | <i>Approved</i> | <i>Current</i> |
| Poet Christian PTSA | <i>Approved</i> | <i>Current</i> |
| South/West Park Parent Club | <i>Approved</i> | <i>Current</i> |
| Tracy High Baseball Boosters | <i>Approved</i> | <i>Current</i> |
| Tracy Bulldog Band Booster Club | <i>Approved</i> | <i>Current</i> |
| Tracy High Football Booster Club | <i>Approved</i> | <i>Current</i> |
| Tracy High Volleyball Booster Club | <i>Approved</i> | <i>Current</i> |
| Villalovoz PFC | <i>Approved</i> | <i>Current</i> |
| West High Music Boosters | <i>Approved</i> | <i>Current</i> |
| West High Science Boosters | <i>Approved</i> | <i>Current</i> |

Revised 11/4/2019



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: October 15, 2019
SUBJECT: **Approve Agreement for Special Contract Services for Greater Valley Museum to Provide One Day of NGSS In-House Field Study Trip to Bohn Elementary School Kindergarten Students on Site in Tracy, CA, on December 17, 2019**

BACKGROUND: Bohn Elementary School is part of the PreK-12 STEM Grant. We want to bring the traveling teachers from Greater Valley Museum to our school to have our kindergarten students engage in standards-based, hands-on science education for elementary students to enrich our kindergarten STEM unit about animals and spark our students' curiosity about the world around them. During the Animal Adventure presentation, Greater Valley Museum educators will engage science experiences and design challenges for kindergarten students based on targeted Next Generation Science Standards. Our kindergarten students will discover and learn more about the skin type, characteristics, body structure, behavior, and habitat of reptiles, amphibians, insects, mammals, and more.

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 \$276.27. Bohn Elementary School's FARM funds will pay the entire cost.

RECOMMENDATION: Approve Agreement for Special Contract Services for Greater Valley Museum to Provide One Day of NGSS In-House Field Study Trip to Bohn Elementary School Kindergarten Students on Site in Tracy, CA, on December 17, 2019.

Prepared by: Mrs. Kelly Patchen, Bohn Elementary 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 Greater Valley Museum, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: _____
Provide one day of on site "in-house" science education for our kindergarten students which includes all supplies and instructor.
On December 17, 2019, Greater Valley Museum travel teachers staff will provide our two kindergarten classes the Animal Adventure Presentations.
The contract is for a flat rate of \$276.27 without any additional cost occurred by Tracy Unified School District and/or Bohn Elementary School.
The times for the presentations will be from 9:00 am to 10:00 am and 10:15 am to 11:15 am.

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 1 Day (12/17/2019) () [] HOURS [1] DAYS, under the terms of this agreement at the following location Bohn Elementary 350 E. Mt. Diablo Avenue Tracy.

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

- a. District shall pay \$ 276.27 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 276.27. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [x] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on December 17, 2019, and shall terminate on December 17, 2019.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Kelly Patchen, at (209) 830-3300 ext. 7055 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [] WILL [] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

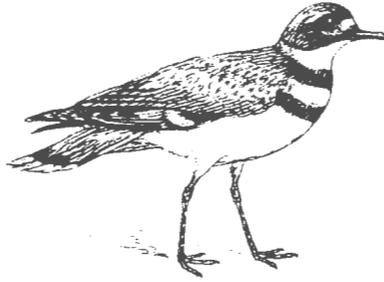
9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without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

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

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

AGREED:

| | | |
|------------------------------------|----------------|--|
| _____ Contractor Signature | _____ Title | _____ Tracy Unified School District |
| _____ IRS Identification Number | | _____ Date |
| _____ Title | | _____ Account Number to be Charged |
| _____ Address | | _____ Department/Site Approval |
| _____ | | _____ Budget Approval |
| _____ | | _____ Date Approved by the Board |



MODESTO JUNIOR COLLEGE
GREAT VALLEY MUSEUM
OUTREACH PROGRAM AGREEMENT

This Agreement is made on 10 / 15 / 2019 between the Great Valley Museum (GVM) and Bohn Elementary (CLIENT).

I. SCOPE OF SERVICES

The GVM will provide science and natural history classes of the CLIENT's choice of outreach program(s).

II. LOCATION OF SERVICES

The program(s) will take place at Bohn Elementary located in 350 East Mt. Diablo, Tracy, CA 95376-4017.

III. DATE(s) OF SERVICES

The program(s) will occur on the follow date(s) December 17, 2019.

IV. COMPENSATION

The CLIENT's compensation to the GVM shall not exceed \$ 276.27. Payment for services shall be made within 30 days after receipt of invoice.

V. TAXES

All payments made by CLIENT to GVM pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. CLIENT will not withhold any money from compensation payable to GVM, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. GVM shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to GVM and the GVM Parties and otherwise in connection with this Agreement.

VI. INDEPENDENT CONTRACTOR STATUS

The GVM in the performance of this Agreement shall be and act as an independent contractor. The GVM understands and agrees that they and GVM Parties shall not be considered officers, employees, agents, partners, or joint ventures of CLIENT, and are not entitled to benefits of any kind or nature normally provided to employees of CLIENT and/or to which it's employees are normally entitled.

VII. FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

GVM and the GVM Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, GVM hereby represents and warrants to CLIENT the following:

_____ A. GVM and the GVM Parties shall **only have limited or no contact** (as determined by CLIENT) with CLIENT students at all times during the Term of this Agreement.

B. The following GVM Parties have **more than limited contact** (as determined by CLIENT) with CLIENT students during the Term of this Agreement.

[see page 4 for GVM Traveling Teacher personnel]

_____ C. (Required only if Box VII.B is checked.) All of the GVM Parties noted above, at no cost to CLIENT, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these GVM Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

GVM further agrees and acknowledges that if at any time during the Term of this Agreement GVM learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, GVM shall immediately notify CLIENT and prohibit any new personnel from having any contact with CLIENT students until the fingerprinting and background check requirements have been satisfied and CLIENT determines whether any such contact is permissible.

VIII. TUBERCULOSIS CERTIFICATION

GVM and the GVM Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, GVM hereby represents and warrants to CLIENT the following:

_____ A. GVM Parties shall **only have limited or no contact** (as determined by CLIENT) with CLIENT students at all times during the Term of this Agreement.

B. The following GVM Parties shall have **more than limited contact** (as determined by CLIENT) with CLIENT students during the Term of this Agreement and, at no cost to CLIENT, have received a TB test in full compliance with the requirements of Education Code section 49406:

[see page 4 for GVM Traveling Teacher personnel]

Yosemite Community College District Human Resources (YCCD) shall maintain on file the certificates showing that the GVM Parties was examined and found free from active TB. These forms shall be regularly maintained and updated by YCCD and certification may be available to CLIENT upon request.

GVM further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with CLIENT students until the TB certification requirements have been satisfied and CLIENT determines whether any such contact is permissible.

IX. RESPONSIBILITIES

The GVM will provide the services above on the agreed upon date(s) and time(s) as well as provide a W9. The CLIENT will provide adequate facilities in order to conduct said services and have an authorized teacher/representative present at all times during the provided services.

X. TERMINATION OF AGREEMENT

Both parties have the right to terminate this agreement, with or without cause. The terminating party must give the other party 30 days written notice thereof. Notice of termination may be issued by an authorized representative from each respective entity. If the CLIENT cancels a program 5 business days prior to the scheduled program date, the CLIENT agrees to pay the GVM a \$40 cancellation fee for each program cancelled.

XI. INDEMNIFICATION

The GVM agrees to indemnify and hold the CLIENT and its officers, directors, employees, and agents harmless and free from all claims, actions, audits, losses, liabilities or expenses arising under this agreement that are the responsibility of the GVM that may arise as a result of the GVM’s acts or omissions in the performance of this agreement.

The CLIENT agrees to indemnify and hold the GVM and its officers, directors, employees, and agents harmless and free from all claims, actions, audits, losses, liabilities or expenses arising under this agreement that are the responsibility of the CLIENT that may arise as a result of the CLIENT’s acts or omissions in the performance of this agreement.

All disputes, claims, or other matters in question arising out of or relating to this Agreement may ultimately be decided by means of legal action provided by California State law. Any attorneys’ fees and associated costs arising from such legal action shall be paid by each party for its own costs.

XII. INSURANCE

The GVM and CLIENT each covenant and agree to acquire and maintain during the term of this Agreement policies of insurance or self-insurance as follows:

- General Liability: \$1,000,000 minimum limit per occurrence
- Automobile Liability: \$1,000,000 minimum limit per occurrence
- Workers’ Compensation: Statutory Limits and Employers’ Liability \$1,000,000 min. limit

The GVM and CLIENT shall each provide the other party with evidence of insurance or self-insurance, with a certificate of insurance, prior to the commencement of this Agreement.

XIII. ENTIRE AGREEMENT

This Agreement represents the entire agreement between CLIENT and GVM. All prior or contemporaneous oral or written agreements by and between the parties and their agents and representatives with respect to the matters in this Agreement are revoked and extinguished by this Agreement.

XIV. AUTHORITY

The undersigned warrant that they are authorized representatives and have authority to execute this Agreement on behalf of the parties indicated.

CLIENT

GVM/YCCD

Authorized Representative Signature

Eden Chung

Authorized Representative Signature

Title

Museum Specialist

Title

Date

October 15, 2019

Date

GVM Outreach Program Traveling Teachers

Beth McNett (Mrs. McNett)

Camillo DeAnda (Mr. DeAnda)

Eden Chung (Ms. Chung)

Fred Yerzy (Mr. Yerzy)

Kathy McKinnon (Ms. McKinnon)

Karin Mettler (Mrs. Mettler)

Loralee C. Larsen (Ms. Loralee)

Michael A. McKibban (Mr. McKibban)

Sarah Carson (Mrs. Carson)

Xenia Lal (Ms. Lal)



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: October 23, 2019
SUBJECT: Approve Agreement for Special Contract Services with Hola Language Services to provide a two day (12 hours) “Interpreting IEP Meetings” (English-Spanish) training for Parent Liaisons and District Translators

BACKGROUND: The Tracy Unified School District (TUSD) hired Parent Liaisons in order to improve parent engagement and participation within Tracy’s elementary, middle, and high schools. One application of providing support to parents is their work with monolingual Spanish speaking parents who have children receiving Special Education services through the District. The Parent Liaisons are able to provide language support services at school meetings, including IEP meetings. It is important that the Parent Liaisons receive training in order to provide appropriate support. The two-day training will be provided to all Parent Liaisons and District Translators.

RATIONALE: In order to support Spanish-speaking parents, all of the Parent Liaisons are bilingual in English and Spanish. This training will also serve beneficial to TUSD’s District Translators and their support in IEP meetings. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #2: Hire, support, develop, train and sustain District employees who create a singleness of purpose focused on maximizing students’ academic, social and emotional potential.

FUNDING: The cost of the “Interpreting for IEP Meetings” training will not exceed \$5000.00. The two-day training will be held at the District office. The cost includes the training and travel expenses of the trainer. The cost will be funded through the Classified Professional Development Grant.

RECOMMENDATION: Approve Agreement for Special Contract Services with Hola Language Services to provide a two day (12 hours) “Interpreting IEP Meetings” (English-Spanish) training for Parent Liaisons and District Translators

Prepared by: Deidre Hill-Valdivia, Ed.D., Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

- 1. Contractor shall perform the following duties: Provide a two-day (12 hours) "Interpreting for IEP Meetings" (English-Spanish) training for Parent Liaisons and District Translators.

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 12 () [X] HOURS [] DAYS, under the terms of this agreement at
the following location District Office.

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

- a. District shall pay \$5000.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a
total of \$5000.00. Contractor shall only be paid for work completed to the satisfaction of
District through the termination date of this agreement.
b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses
incurred during Contractor's performance of the services, including: mileage, meals and
lodging in the District, with rates not to exceed those currently in effect for employees of the
District. Reimbursement of expenses shall not exceed \$0.00 for the term of this
agreement.
c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE
PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days
from Contractor's presentation of a detailed invoice or on a claim form provided by District.
Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub),
automobile rental, and parking. Claims for unusual expenses, such as teaching materials,
photocopying, etc., must be accompanied by original paid invoices.

- 4. The terms of the agreement shall commence on November 13, 2019, and shall terminate on
May 22, 2020.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Deidre Hill-Valdivia , at (209) 8303218 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:

AP Williams Ex. Director
Contractor Signature Title
1305 Hodges Rd
IRS Identification Number
Executive Director
Title
1305 Hodges Rd
Address
Oceanside, CA 92056

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: November 4, 2019
SUBJECT: **Approve Agreement for Special Contract Services between Tracy Unified School District and the Sow A Seed Foundation to Provide the Boys To Men Conference at Kimball High School on December 7, 2019**

BACKGROUND: Since 2009 Sow A seed Community Foundation has partnered with Tracy Unified School District schools to provide free youth development conferences to benefit students. The partnership has been achieved through an agreement that leverages the resources and services of Sow A Seed Community Foundation with the facilities and resources of the school district.

RATIONALE: The purpose of the request is to establish a co-partnership between Sow A Seed Community Foundation and John C. Kimball High School to provide the 2019 Boys to Men Conference, which will be held December 7, 2019 at Kimball High School. The 2019 Conference is geared to young men ages 10-18 and will include a keynote speaker, professionally developed breakout workshops, lunch, and souvenirs. The purpose of the conference is to engage our community's young men and provide them with tools for a healthy lifestyle as well as techniques to build their personal resiliency and achieve their goals.

FUNDING: There will be no cost to the District. Sow A Seed Foundation will cover the cost of all speakers, food, beverages, souvenirs, marketing, and organizational staff. Kimball will cover Administration and Custodial staff with School Event Custodial and Security Site funding.

RECOMMENDATION: Approve Agreement for Special Contract Services between Tracy Unified School District and the Sow A Seed Foundation to Provide the Boys To Men Conference at Kimball High School on December 7, 2019

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Boys To Men Conference on December 7, 2019

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of One () [] HOURS [] DAYS, under the terms of this agreement at the following location Kimball 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 \$ 0.00 per [] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 0.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on December 7, 2019, and shall terminate on December 8, 2019.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Ben Keller, at (209) 832-6600 ext. 4010 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
Rhodesia, Ransom, Executive Director

Title
35 East 10th Street

Address
Tracy, CA 95376

(209) 229-4559

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: November 6, 2019
SUBJECT: **Approve Overnight Travel for Kimball High School Varsity Girls' Basketball Team to Participate in the Central Valley Showdown Tournament in Fresno, CA on December 5-7, 2019**

BACKGROUND: The Kimball High Varsity Girls' Basketball Team would like to participate in the Central Valley Showdown Tournament in Fresno, CA. Approximately 12 players and 3 coaches will attend this event. They will travel to Fresno on December 5-7, 2019. The team will travel by District vans, driven by District approved drivers. The team will stay at the Comfort Suites in Clovis, Ca. The team will be chaperoned by Coach Miguel Granillo Jr. and Assistant Coaches throughout the duration of the trip.

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

FUNDING: The Kimball High Athletic Department will pay the \$750.00 transportation cost for District vans to be driven by the coaches. Individual players will pay for additional food and miscellaneous expenses. The Kimball High School Girls' Basketball Program (ASB) will pay the \$450.00 tournament fee for the team and the cost for the hotel rooms.

RECOMMENDATION: Approve Overnight Travel for Kimball High School Varsity Girls' Basketball Team to Participate in the Central Valley Showdown Tournament in Fresno, CA on December 5-7, 2019.

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



HUMAN RESOURCES MEMORANDUM

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

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RESIGNATION**

| <u>NAME/TITLE</u> | <u>SITE</u> | <u>EFFECTIVE DATE</u> | <u>REASON</u> |
|-------------------|-------------|---------------------------|---|
| Petty, Mary | Jacobson | June 30, 2020 | Accepted Director of Student Services and Curriculum position |

BACKGROUND:

CLASSIFIED RESIGNATION

| <u>NAME/TITLE</u> | <u>SITE</u> | <u>EFFECTIVE DATE</u> | <u>REASON</u> |
|--|--------------------|---------------------------|--------------------------------------|
| Beteta, Nelly Bilingual Para Ed I | WMS | October 25, 2019 | Accepted Parent Liaison position |
| Kaur, Satinder Preschool Instructor | North Preschool | November 2, 2019 | Personal |
| Mathis, Tricia Food Service Worker | WHS | October 28, 2019 | Accepted FSW II position at WHS |
| McCullar, Jennifer Special Ed Para Ed I | WMS | November 9, 2019 | Personal |
| Pacheco, Diane Para Educator I | THS | October 21, 2019 | Accepted certificated FEAST position |
| Ramirez, Shannon Utility Person III | MOT | October 18, 2019 | Personal |

Urbina-Robles, Cynthia
Bilingual Para Ed I

S/WP

September 28, 2019 Personal

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

BACKGROUND:

Petty, Mary

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL**

Director of Student Services
and Curriculum (Replacement)
District Education Center
LME, Class 58, Step E \$156,736.00
Funding: General Fund
Effective: July 1, 2020

BACKGROUND:

Pacheco, Diane

CERTIFICATED

Home Economics/F.E.A.S.T (Replacement)
Tracy High School
Class I, Step 6, "A" \$35,847.02
Funding: Career Technical Education/ROP

BACKGROUND:

Beteta, Nelly

CLASSIFIED

Parent Liaison (Replacement)
Central/Bohn
Range 28, Step C - \$18.13 per hour
8 hours per day
Funding: Targeted EL

Gordon, Patricia

Food Service Worker (Replacement)
Hirsch Elementary School
Range 22, Step A - \$14.38 per hour
2.5 hours per day
Funding: Child Nutrition – School Program

Hayley, Chrystell

Special Ed Para Ed I (Replacement)
Jacobson Elementary School
Range 24, Step A - \$15.07 per hour
4 hours per day
Funding: Special Education

Mathis, Tricia

Food Service Worker II (Replacement)
West High School
Range 24, Step D - \$17.31 per hour
7 hours per day
Funding: Child Nutrition – School Program

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



ADMINISTRATIVE SERVICES

TO: Board of Education
FROM: Dr. Brian R. Stephens, Superintendent
DATE: November 1, 2019
SUBJECT: **Adopt Resolution #19-13 Censuring Board Member Ameni Alexander for Conduct**

BACKGROUND: The District operates pursuant to the laws of the State of California and Bylaws, Policies and Regulation adopted by the Board. The Governing Board and the District are authorized to investigate assertions of malfeasance by all agents of the District pursuant these laws, Bylaws and Regulation. Board Member Alexander violated the confidentiality of closed session by disclosing closed session conversation with the public, and the Tracy Press.

RATIONALE: In accordance with Resolution 19-13, the Governing Board of the Tracy Unified School District hereby censures Board member Alexander for conduct inimical to the interests of the Tracy Unified School District, its community, staff and students.

FUNDING: N/A.

RECOMMENDATION: Adopt Resolution #19-13 Censuring Board Member Ameni Alexander for Conduct.

Prepared by: Dr. Brian Stephens, Superintendent.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #19-13
RESOLUTION OF CENSURE OF BOARD MEMBER AMENI ALEXANDER**

WHEREAS, Ameni Alexander has been a member of the Governing Board since December 2018; and

WHEREAS, the Governing Board derives its authority from the law of the State of California; and

WHEREAS, the Governing Board operates pursuant to these laws, and Bylaws, Policies and Regulation adopted by the Board; and

WHEREAS, Board Bylaw 9000, Role of the Board, provides in part that the Board, “has been elected by the community to provide leadership and citizen oversight for the district” which includes, “[e]stablishing and adhering to standards of responsible governance”; and

WHEREAS, Board Bylaw 9005, Governance Standards, provides, “Each individual Board member shall...[k]eep confidential matters confidential”; and

WHEREAS, Board Bylaw 9010, Public Statements, provides in part that, "All public statements authorized to be made on behalf of the Board shall be made by the Board president or, if appropriate, by the Superintendent or other designated representative; and “When speaking to community groups, the media, or other members of the public, individual Board members should recognize that their statements may be perceived as reflecting the views and positions of the Board. Board members have a responsibility to identify personal viewpoints as such and not as the viewpoint of the Board”; and

WHEREAS, Board Bylaw 9011, Disclosure of Confidential/Privileged Information, provides, “A Board member shall not disclose confidential information acquired during a closed session to a person not entitled to receive such information, unless a majority of the Board has authorized its disclosure”; and

WHEREAS, Board Bylaw 9011 further provides, “Confidential information means a communication made in closed session that is specifically related to the basis for the Board to meet lawfully in closed session”; and

WHEREAS, Board Bylaw 9321, Closed Session Purposes and Agendas, provides in part that the Board, “is committed to complying with state open meeting laws and modeling transparency in its conduct of district business”; and

WHEREAS, Board Bylaw 9321 also provides, “A Board member shall not disclose confidential information received in closed session unless **the Board authorizes the disclosure of that information**”; (bold added for emphasis) and

WHEREAS, Board Bylaws 9000, 9005, 9010, 9011 and 9321 were all adopted or revised in 2019; and

WHEREAS, Government Code section 54960 addresses violations of the Brown Act in part as follows:

(a) The district attorney or any interested person may commence an action by mandamus, injunction, or declaratory relief for the purpose of stopping or preventing violations or threatened violations of this chapter by members of the legislative body of a local agency or to determine the applicability of this chapter to ongoing actions or threatened future actions of the legislative body, or to determine the applicability of this chapter to past actions of the legislative body, subject to Section 54960.2, or to determine whether any rule or action by the legislative body to penalize or otherwise discourage the expression of one or more of its members is valid or invalid under the laws of this state or of the United States, or to compel the legislative body to audio record its closed sessions as hereinafter provided.

(b) The court in its discretion may, upon a judgment of a violation of Sections 54956, 54956.8, 54956.9, 54956.95, 54957, or 54957.6, order the legislative body to audio record its closed sessions and preserve the audio recordings for the period and under the terms of security and confidentiality the court deems appropriate.

...

WHEREAS, Government Code section 54963 also addresses violations of the Brown Act and provides:

(a) A person may not disclose confidential information that has been acquired by being present in a closed session authorized by Section 54956.7, 54956.8, 54956.86, 54956.87, 54956.9, 54957, 54957.6, 54957.8, or 54957.10 to a person not entitled to receive it, unless the legislative body authorizes disclosure of that confidential information.

(b) For purposes of this section, “confidential information” means a communication made in a closed session that is specifically related to the basis for the legislative body of a local agency to meet lawfully in closed session under this chapter.

(c) Violation of this section may be addressed by the use of such remedies as are currently available by law, including, but not limited to:

(1) Injunctive relief to prevent the disclosure of confidential information prohibited by this section.

...

(3) Referral of a member of a legislative body who has willfully disclosed confidential information in violation of this section to the grand jury.

WHEREAS, the Governing Board believes that, in order to maximize Board effectiveness and public confidence, Board members are expected to govern responsibly and hold themselves to the highest standards of ethical conduct, which includes the maintenance of confidentiality; and

WHEREAS, Board Member Alexander has been a member of the Governing Board of the Tracy Unified School District since December 2018, and in this capacity has participated in Brown Act training, and reviewed and adopted the Board Bylaws above; and

WHEREAS, after the October 8, 2019 Governing Board meeting, Board Member Alexander was overheard disclosing closed session information to members of the public, and the Tracy Press reported that Board Member Alexander said, “If you want continuity in a school system, you have to give a person a chance to correct whatever they’re doing wrong.” The Tracy Press also reported, “He added that he didn’t mind breaking protocol – elected officials do not discuss personnel matters outside of closed session – in order to express a sentiment that the public expressed to him,” and Board Member Alexander stated, “Somebody has to be the one to speak out and say something;” and

WHEREAS, the Governing Board did not approve these comments by Board Member Alexander; and

WHEREAS, the Governing Board finds that Board Member Alexander violated the above-mentioned laws, Board Bylaws, protocols, principles and expectations by communicating confidential closed session information to the Tracy Press and members of the public on October 8, 2019, thereby demeaning the entire Board by sharing confidential information obtained in confidential closed session in writing with members of the public.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Tracy Unified School District condemns this conduct, and censures and reprimands Board Member Alexander for said conduct;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Governing Board of the Tracy Unified School District hereby censures Board Member Alexander for conduct

inimical to the interests of the Tracy Unified School District, its community, staff and students, and directs Board Member Alexander to cease future disclosures of confidential information;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Governing Board waives the confidentiality of the applicable closed session only for the narrow purpose of reporting this violation and only with regard to the scope of Board Member Alexander's statements; and

NOW, THEREFORE, BE IT FINALLY RESOLVED that the Governing Board directs the Superintendent, as Secretary to the Board, to forward this resolution, as well as a confidential report of the facts underlying the conduct, to the San Joaquin County Civil Grand Jury and the San Joaquin County District Attorney.

PASSED AND ADOPTED, THIS _____ DAY OF _____, 2019, BY THE FOLLOWING VOTE:

AYES: NOES: ABSTAIN: ABSENT:

Attest:

President
Board of Education
Tracy Unified School District

Clerk
Board of Education
Tracy Unified School District



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: November 5, 2019
SUBJECT: **Receive Petition for the Establishment of Tracy Independent Study Charter School**

BACKGROUND: Pursuant to Tracy Unified School District Board Policy 0420.4 Charter Schools, the Governing Board of Tracy Unified School District “believes that charter schools provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

- (a) Improve pupil learning.
- (b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.
- (c) Encourage the use of different and innovative teaching methods.
- (d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
- (e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.
- (f) Hold the schools established accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.
- (g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools. (cf. Education Code, 47601)”

RATIONALE: All requests for new charter schools must be filed at a regular meeting of the Board, in forms and formats and by process defined in the Administrative Regulations, consistent with Board Policy. This agenda item is for the receipt of a petition for the establishment of Tracy Independent Study Charter School.

FUNDING: There is no cost to receive the petition.

RECOMMENDATION: Receive Petition for the Establishment of Tracy Independent Study Charter School.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: October 25, 2019
SUBJECT: Approve Variable Term Waiver for Rogelio Bravo – Single Subject: English

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 English.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Variable Term Waiver for Rogelio Bravo, Single Subject: English.

Prepared by: Tammy Jalique, Associate 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 a Variable Term Waiver while the individual below works on completing the requirements to obtain his clear Single Subject: English Credential. The individual will be provided orientation, guidance and assistance during the valid period of the permit.

Rogelio Bravo- Williams Middle School; English 6-8

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

Board President

Date

ATTEST:

Board Vice President

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: November 1, 2019
SUBJECT: **Adopt Resolution 19-12, Amending 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: Approve Resolution 19-12, Amending Resolution 19-11 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. 19-12**

**RESOLUTION AMENDING RESOLUTION 19-11 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)~~ **three (3)** 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 November 12, 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**



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: November 5, 2019
SUBJECT: **Approve Tentative Agreements with the California School Employees Association**

BACKGROUND: Pursuant to Article XLIV in the Master Agreement between Tracy Unified School District and California School Employees Association, the Agreement shall be in full force and effect from July 1, 2018 through June 30, 2021. For the 2019-2020 school year, there were three (3) re-openers, plus Article VIII, Pay and Allowances, Article X, Fringe Benefits and Article XL, Reclassification Requests.

Pursuant to Article XLIV, CSEA chose to open Article XXVIII, Evaluations, XXXI, Safety and Article XXXIII, Grievance Procedure. Both parties chose to open Article VIII, Pay and Allowances, Article X, Fringe Benefits and Article XL, Reclassification Requests. The parties have concluded the negotiation process and have signed tentative agreements (attached) on the following articles:

- Article VIII, Pay and Allowances – TA signed September 25, 2019 (see attached)
- Article X, Fringe Benefits – Status Quo – September 25, 2019
- Article XXVIII, Evaluations – Status Quo – June 19, 2019
- Article XXXI, Safety – TA signed July 24, 2019 (see attached)
- Article XXXIII, Grievance Procedure -- Status Quo – September 25, 2019
- Article XL, Reclassification Requests – Status Quo – September 25, 2019

To remain in compliance with AB 1200 and Government Codes 3547.5 and 3540.2, Salary Settlement Agreement forms will be made available for public disclosure and are attached.

This agenda item meets District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Pay increases described in the tentative agreement for Article VIII, Pay and Allowances (see attached) will be paid from a variety of funds.

RECOMMENDATION: Approve Tentative Agreements with the California School Employees Association

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources

**TENTATIVE AGREEMENT
CSEA and TUSD**

September 25, 2019

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to the following:

**ARTICLE VIII
PAY AND ALLOWANCES**

A. DURATION (See note at bottom of proposal)

1. For the 2019-2020 contract year, a salary increase equal to **3.26%**, the funded Cost of Living Adjustment (COLA) percentage included in the Governor's final, approved and signed state budget (~~estimated on June 11, 2019 to be 3.26%~~), effective upon the date of approval by the Board of Trustees **retroactive to July 1, 2019**. **Both parties agree to waive the requirement that retroactive payment be made within 20 days of the pay increase being placed on the salary schedule. However, there will be no retroactive payment for salary increases not if 2019-2020 contract negotiations have not been ratified by CSEA by June 1, 2020 and board approved settled no later than June 30, 2020, within the 2019-2020 school year.**

Contingency:

~~This settlement proposal is contingent on an approved State 2019-2020 budget that:~~

- ~~a. does not alter the LCFF funding allocation process; and~~
- ~~b. in which no deficit is applied to LCFF funding calculation. The increase shall be based on funded allocations received by the District from the State.~~
- ~~c. If the percentage increase to the 2018-2019 base grant per ADA differs by one percent or more from the proposed 3.26%, this salary compensation agreement shall be nullified, and the parties shall meet and continue to negotiate.~~

~~NOTE: The two negotiating teams agree that the final test for the increase will be based on the following background, definitions and examples of contingency calculations.~~

Background:

~~In his May budget revision, Governor Newsom proposed:~~

- a. ~~continuation of the Local Control Funding Formula (LCFF) established by Governor Brown; and~~
- b. ~~a 3.26% increase to the base grant to each local educational agency per unit of average daily attendance (ADA).~~

Definitions:

- ~~— 2018-19 Base Grant Per ADA is defined as \$7,459 for each Kindergarten through 3rd grade ADA, \$7,571 for each 4th grade through sixth grade ADA, \$7,796 for each 7th through 8th grade ADA, and \$9,034 per ADA.~~
- ~~— 2019-20 Funded Base Grant Per ADA is defined as the non-deficit corollary to each of the grade spans defined in the 2018-19 Base Grant Per ADA. The percentage increase will be equal to:~~

$$\frac{\frac{2019}{2020} \text{ Funded K-3 Base Grant per ADA} - \frac{2018}{2019} \text{ Funded K-3 Base Grant per ADA}}{\frac{2018}{2019} \text{ Funded K-3 Base Grant per ADA}} = \text{Negotiated percentage increase to salary schedules A, B, C, etc.}$$

Examples of Contingency Calculations:

Given the background and contingency limitations stated above, each cell of the CSEA salary schedule shall be increased by a percentage equal to the difference between the 2019-2020 funded percentage increase received by the District and the 2018-2019 base grant per ADA received by the District and defined in the California Local Control Funding Formula.

Given the 2018-19 funded K-3 base grant per ADA = \$7,459...

Example 1: ~~assuming the 2019-20 funded K-3 base grant per ADA = \$7,702,~~
 then: $\frac{(7,702 - 7,459)}{7,459} = \frac{243}{7,459} = .03257 = 3.26\%$

Example 2: ~~assuming the 2019-20 funded K-3 base grant per ADA = \$7,790,~~
 then: $\frac{(7,790 - 7,459)}{7,459} = \frac{331}{7,459} = .04438 = 4.44\%$

Example 3: ~~assuming the 2019-20 funded K-3 base grant per ADA = \$7,644,~~
 then: $\frac{(7,644 - 7,459)}{7,459} = \frac{185}{7,459} = .024802 = 2.48\%$

Example 4: ~~assuming the 2019-20 funded K-3 base grant per ADA = \$7,644,~~
 then: $\frac{(7,550 - 7,459)}{7,459} = \frac{91}{7,459} = .012200 = 1.228\%$,

therefore the parties would meet and continue to negotiate.

[Note: the details of this contingency language will likely be known by July 1, 2019, and could be resolved into a concrete percentage increase immediately.]

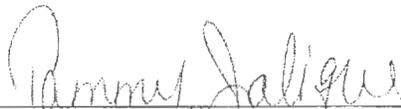
ARTICLE X
FRINGE BENEFITS

TUSD proposes status quo.

ARTICLE XXXIII
GRIEVANCE PROCEDURE

TUSD proposes status quo.

Agreed to this 25th day of September, 2019, in Tracy, California.



Tammy Jalique, Associate Superintendent
for Human Resources



Michael Caulfield,
President, CSEA Tracy Chapter #98

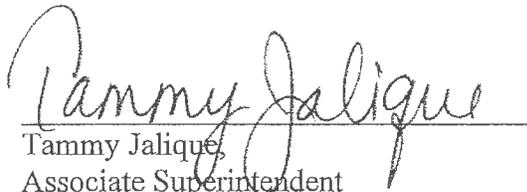
9/25/19
CW

TENTATIVE AGREEMENT
California School Employees Association and its Tracy Chapter 98
and
Tracy Unified School District

July 24, 2019

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to status quo on Article XL, Reclassification Requests.

Agreed to this 24th day of July, 2019 in Tracy California.



Tammy Jalique,
Associate Superintendent
for Human Resources



Mike Caulfield,
President, CSEA Tracy Chapter #98

7/24/19 CW

TENTATIVE AGREEMENT
California School Employees Association and its Tracy Chapter 98
and
Tracy Unified School District

July 24, 2019

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to the following modifications to Article XXXI Safety:

ARTICLE XXXI
SAFETY

31.1 The District shall make a reasonable effort to provide employees in the bargaining unit with safe working conditions. Should the employment duties of an employee require use of any equipment or gear to insure the safety of the employee or others, the District shall furnish such equipment or gear. **All unit members shall be trained in general safe work practices and receive specific instruction with respect to hazards unique to each employee's job assignment.** Safety conditions means any work-related conditions affecting health, safety, sanitation, or physical welfare of the employee.

31.2 All employees in the bargaining unit shall, in performance of their duties, be alert to unsafe practice, equipment and/or conditions and shall promptly report any such unsafe practice, equipment and/or conditions to their immediate supervisor.

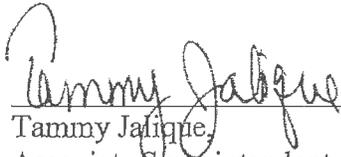
31.3 Each employee shall report any accident within 24 hours to their immediate supervisor and shall complete such report forms relating to the accident as may be required by the District.

31.4 After having reported an unsafe practice, equipment and/or condition, should the District fail to eliminate the unsafe practice or condition or provide safe equipment within a reasonable period of time and should the employee file a complaint with Cal-OSHA resulting in an OSHA inspection, the complaining bargaining unit employee shall be released from duty for such time as is necessary to accompany the OSHA representative conducting the inspection.

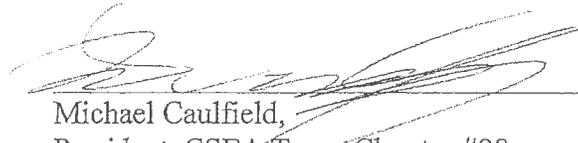
31.5 Any employee reporting unsafe practice or condition shall not be discriminated against or harassed.

31.6 District shall maintain the Safety Committee with representation to include, but not be limited to, two (2) classified employees representing CSEA as appointed by the Chapter President. The purpose of the committee shall be to advise the District relative to providing safe working conditions in accordance with this article.

Agreed to this 24th day of July, 2019 in Tracy, California.



Tammy Janique,
Associate Superintendent
for Human Resources



Michael Caulfield,
President, CSEA Tracy Chapter #98

7/24/19 aw

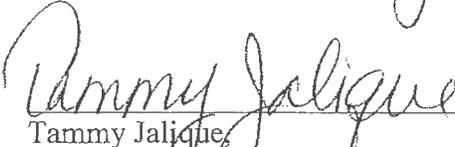
TENTATIVE AGREEMENT
California School Employees Association and its Tracy Chapter 98
and
Tracy Unified School District

June 19, 2019

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to status quo on the following:

ARTICLE XXVIII
EVALUATIONS

Agreed to this 19th day of June, 2019 in Tracy California.



Tammy Jalique,
Associate Superintendent
for Human Resources



Michael Caulfield,
President, CSEA Tracy Chapter #98



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: November 6, 2019
SUBJECT: Approve Declaration for a Provisional Internship Permit

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

RATIONALE: The Provisional Internship Permit allows the employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. This agenda item meets District Goal #2: Hire, support, develop, train and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Declaration for a Provisional Internship Permit.

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

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

DECLARATION

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

Rachel Cue-Central Elementary, Special Day Class, K/1,

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: November 6, 2019
SUBJECT: Approve a Variable Term Waivers for John S. Morris –
Certificate of Completion of Staff Development (SDAIE)

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

RATIONALE: Mr. Morris holds a Preliminary Designated Subjects Special Subjects Credential in Reserve Officer Training Corps. A Variable Term Waiver is needed to allow him time to complete the program requirement and obtain his clear credential which will have the Specially Designated Academic Instruction Delivered in English for English Learners (SDAIE) authorization.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve a Variable Term Waiver for John S Morris – Certificate of Completion of Staff Development (SDAIE).

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

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

DECLARATION

The Governing Board of Tracy Unified School District declares that the District has elected to request a Variable Term Waiver while the individual below works on completing the requirements to obtain his clear credential with the appropriate English Learner Authorization. The individual will be provided orientation, guidance and assistance during the valid period of the permit.

John S Morris: Jr. ROTC at West High School; Grades 9-12

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____