

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, JANUARY 28, 2020

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

**TIME: 6:15 PM Closed Session
7:00 PM Open Session**

A G E N D A

- | | | |
|-----------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, J. Silcox, L. Souza
Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.
3.1 Administrative & Business Services: None.

3.2 Educational Services:
3.2.1 Findings of Fact: FF#19-20/#37
3.2.2 Reinstatements: AR#19-20/#24
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__

3.3 Human Resources:
3.3.1 Consider Non-Paid Leave of Absence for Certificated Employee
#UC-1166, Pursuant to Article XX
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 Action Taken on Findings of Fact: FF#19-20/#37

Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ____.

6b Report Out of Action Taken on Reinstatements: AR#19-20/#24

Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ____.

6c Report Out of Action Taken on Consider Non-Paid Leave of Absence for
Certificated Employee

#UC-1166, Pursuant to Article XX

Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ____.

7. Approve Regular Minutes of January 14, 2020.

1-6

Action: Motion___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ____

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

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

9.1 North 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 Receive Report on Governor's Proposed Budget

7-8

10.2 Educational Services:

10.2.1 Receive Report on Proposed Instructional Materials Adoption for
International Baccalaureate Environmental Systems and Societies

9-10

10.2.2 Receive Report on Proposed Instructional Materials Adoption for
Integrated Animal Science at West High School

11-12

10.2.3 Receive Report on Proposed Advanced Placement Psychology
Instructional Materials Adoption

13-14

10.2.4 Receive Report on Proposed History-Social Science Instructional
Materials Adoption for K-5

15-16

10.2.5 Receive Report on the Special Education Teacher Residency Lab with
Tracy Unified School District

17

10.2.6 Receive Report on Year 1 of TUSD's Education Innovation and
Research Grant. Leadership of STEM: The PreK-12 STEM Pathway
from the United States Department of Education

18

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 | 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 | 19-20 |
| 13.1.2 | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 21-22 |
| 13.1.3 | Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 23-24 |

13.2 Educational Services:

- | | | |
|---------------|--|--------------|
| 13.2.1 | Approve Agreement for Special Contract Services with San Joaquin County Public Health Services to provide Parenting Outreach Workshops to families in all TUSD schools during the 2019-2020 School Year | 25-28 |
| 13.2.2 | Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Stein Continuation High School/Willow Community Day/Duncan-Russel Continuation High School, Central Elementary, North School, and South/West Park Elementary School | 29-33 |
| 13.2.3 | Ratify Agreement for Special Contract Services with 360 Degree Customer, Inc. for the Special Education Teacher services for the 2019-2020 School Year with mild/moderate credentialed Special Education Teachers | 34-37 |
| 13.2.4 | Ratify Agreement for Special Contract Services with Charis Youth Center for the 2019-2020 School Year (Separate Cover Item) | 38 |
| 13.2.5 | Ratify Agreement for Special Contract Services with Winsor Learning, Inc. for Training on Sonday System 2 (curriculum for Dyslexia) for Special Education Teachers | 39-42 |
| 13.2.6 | Approve Overnight Travel for Mrs. Jennifer Grover, Tracy High School Choir Teacher, and Justin Maas-Espinoza to Attend the CAL ACDA All-State Honor Choir in Fresno, CA on February 20-22, 2020 | 43 |
| 13.2.7 | Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending January 15, 2020 | 44-45 |

13.3 Human Resources:

- | | | |
|---------------|---|--------------|
| 13.3.1 | Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment | 46-47 |
| 13.3.2 | Approve Classified, Certificated, and/or Management Employment | 48-50 |

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

14.1 Administrative & Business Services:

- 14.1.1** Approve a Short List of Division of State Architect (DSA) Certified Inspectors/Inspection Firms to Perform Required DSA Inspection Services on New Construction and Modernization Projects **51**

Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___

14.2 Educational Services: None

14.3 Human Resources:

- 14.3.1** Adopt Resolution 19-15, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds **52-53**

Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___

- 14.3.2** Approve Revised Job Description and Salary for Director of Food Services **54-57**

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 February 11, 2020

17.2 February 25, 2020

17.3 March 10, 2020

17.4 March 24, 2020

18. Upcoming Events:

18.1 February 10, 2020

No School, Lincoln's Birthday

18.2 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, January 14, 2020**

5:30 PM: 1-3. President Abercrombie called the meeting to order and adjourned to closed session.

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

7:01 PM 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Closed Session: 6a Action Taken on Findings of Fact: FF#19-20/#32, #19-20/#33, #19-20/#34, #19-20/#35, #19-20/#36, #19-20/#26
Action: Abercrombie, Costa. **Vote:** Yes-6; No-0; Abstain-1(Souza)
6b Report Out of Action Taken on Reinstatements: AR#19-20/#12, AR#19-20/#13, AR#19-20/#14, AR#19-20/#15, AR#19-20/#16, AR#19-20/#17, AR#19-20/#18, AR#19-20/#19, AR#19-20/#20, AR#19-20/#21, AR#19-20/#22, AR#19-20/#23
Action: **Vote:** Yes-7; No-0.
6c Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 340, Pursuant to Article XXIII
Action: Approved. **Vote:** Yes-7; No-0.
6d Report Out of Action Taken on Release Probationary Classified Employees #UCL-341, Utility Person II
Action: **Vote:** Yes-7; No-0.
6e Report Out of Action Taken on Release Probationary Classified Employees #UCL-342, Utility Person III
Action: **Vote:** Yes-7; No-0.

Minutes: 7. **Approve Regular Minutes of December 10, 2019.**
Action: Abercrombie, Kaur. **Vote:** Yes-7; No-0.
Approve Regular Minutes of December 17, 2019.
Action: Abercrombie, Kaur. **Vote:** Yes-6; No-0; Abstain-1(Souza)

Employees Present: J. Nott, N. Link, M. Baumann, R. Riddle, V. Aceves, J. Stocking, M. Hepner

Press: None.

Visitors Present: C. Walter, N. Erskine, S. Rogers, M. Fields, T. Fredricksen, S. Ferguson, A. Longstreet, S. Roger, M. Fields, N. Erskine, L. Oladunjaye, C. Hill, B. Luis, K. Luis, R. Miller

**Student Rep
Reports:**

8. Tracy High FFA: Seraphina Souza and Hayden Andrade reported that on November 8th they received funds from the Mayors ball. Students will attend the state conference with an offset cost. On November 29th the chapter honored freshman with their Greenhand Degree and will get a pin for their jacket. Members helped serve at the Lions Club crab feed. Students attended the Arizona national livestock show over the break. Earlier this month, students attended the leadership academy in Sacramento and on February 5th, students will be competing in a speaking contest. National FFA week is February 18-22 and there are activities and events all week long. Student are also giving an ag awareness presentation in all ag classes.

West High FFA: Several students spoke. They invited everyone to the local science fair tomorrow and Thursday. They will be celebrating National FFA Week filled with activities and dress up days. Their banquet will be held on May 8th in the cafeteria. Teams spoke about their ag sales and how they compete as a team and gave their strategies. They spoke about identifying pests on the exam portion of the pest control team. The floral team learns plant identification and make arrangements that are judged. Students are excited to compete this year. The vet team learn procedures that vets use. It's a good way to start off if you are going to major in vet sciences.

**Recognition &
Presentations:**

9.1 Central School Presentation

Principal, Nancy Link and Assistant principal, Marji Baumann, spoke about this year's theme, *Lights, Camera, Action* – a red carpet event. It's all about movies and making students a star. Central is a data driven school. They reviewed the past 3 years of SBAC scores that showed much growth. They passed out information about read alouds. They are making sure teachers are guiding rigorous read alouds. They are reading deeper meaning books to get more rigorous thinking. They have parent events and discuss read alouds and provide staff development. They showed some STEM pictures and a video of students singing a song about plants.

**Information &
Discussion Items:**

10.1 Administrative & Business Services:

10.1.1 Receive Report on Declining Enrollment

Dr. Casey Goodall, Associate Superintendent of Business Services commented that the Governor announced his budget proposal last Friday. The COLA was going to be 3.00% but now he is stating that it will be 2.29%. When he first started with TUSD enrollment was growing by 4 or 5 % per year during 1997-2006. Since then it has dropped about 12% since our peak. If you look at each grade level and compare it to the level above, you will see that each level is about a 20-student difference. As high school students graduate, less are coming in. Currently we have a lot few kindergarten students than 8th grade students. We have about a 95% attendance rate. It is good but when you think if it were to increase, we would bring in more money. On average we receive \$10,042 per student. If we multiply that by 250, we are losing about \$2.3 million in lost enrollment. We need to think about how we accommodate that.

10.2 Educational Services:
10.2.1 Trustee Discussion Regarding College Bound Program

Trustee Abercrombie commented that he had the pleasure along with Dr. Stephens and Julia Stocking to attend the College Bound meeting on Saturday. He appreciates all the thoughts shared. As stated, it is unfortunate that the times are what they are. Declining enrollment means less funds. He would individually offer his services to help with a fundraiser. He is glad to help. He understands how passionate everyone is about this program. Cuts are not what they enjoy doing. He is offering as an individual, not as a board member.

Trustee Pekari stated that we are in tough times. The board and administration are passionate about kids and are always looking for possible solutions. We have 13 yellow cards tonight, so we are asking speakers to limit it to 90 seconds per speaker. We need to keep the total time to 20 minutes.

Taylor Fredricksen is a junior at Kimball High and vice president of her class. She feels that many students are ready to take A through G class and this program helped her because of its support system.

Salena Ferguson understands there is budget cuts. Her main focus is her daughter who is a sophomore and would like to see her finish the program. She would like to work together to phase it out. College Bound does a lot that counselors don't have time for.

Asia Longstreet is a sophomore at Tracy High and thinks that this program gives help that counselors can't. Counselors talk more about Junior college. She would like to phase it out.

Sierra Rodgers is a junior at West High and this is her first year in College Bound. This semester her grades have improved dramatically. College Bound has done a lot for her. Counselor made her feel like she could not do it.

Sonia Rogers read a letter from another mom. They have been in College Bound for 2 years. She is relieved that her child will be on track. Some students are not getting help that they need. College Bound provides opportunities to visit college campuses.

Maryam Fields is currently a senior at Tracy High. She has been in College Bound for 4 years. It has been impactful to her and she did not know what the A through G requirements were when she started. Taught to be more confident and hard working. Always there when needed. Success will not come to us, we will have to go and get it.

Nathalia Erskine is a parent and a graduate of UC Berkeley and works on campus as an academic counselor. Last year out of 17 seniors, 15

were accepted to a 4-year school. She thinks of this program as preventative.

Labake Oladunjaye thanked the board and appreciates Trustee Abercrombie offering to help. Her kids benefited from the DARE program and police academy. She would like to keep College Bound. She feels that Dr. Willis and staff are doing a great job.

Charles Hill thanked Dr. Stephens and Trustee Abercrombie for attending the College Bound meeting. He appreciates the opportunity for questions to understand the budget cuts. He would like to current group to finish the program and would like all options considered. Parents will help fundraise or help pay a fee. He commends Trustee Abercrombie for offering his services.

Brian Luis thanked the board for the opportunity to speak and thanked Trustee Abercrombie for offering to help. He would like to meet with him and welcomes anyone's resources.

Brianna Luis is a junior at College Bound and would like to save the program. It is her favorite Saturday of the month.

Kayla Luis read a letter from another student who is a junior at Kimball High stated that College Bound is important for his success in the future. And that it allows him to map out a plan. Many depend on it for support. He asked to try and phase out the existing students.

Raelan Miller is a real estate agent and knows that people buy homes where there are good schools. College Bound promotes better grades. She would like to keep the program and allow it to run its course and prove that Tracy is a worthy district for kids in the future.

Hearing of Delegations

11. Carl Walter, is the labor rep for CSEA. He is here to discuss an escalating labor dispute about cell phones. He is upset that the district is not signing the MOU. Dr. Stephens put out an email to the staff about this. He does not understand why we are in this dispute. He claims the district is spending tens of thousands of dollars to fight it. He has not been allowed to see invoices but believes that the board has the power. He questioned if Dr. Stephens' was being transparent. He wants the board to stand with classified employees to show them that they respect their rights at work.

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, Abercrombie. **Vote:** Yes-7; No-0.

13.1 **Administrative & Business Services:**

13.1.1 Approve Accounts Payable Warrants (November, 2019)
(Separate Cover Item)

- 13.1.2 Ratify Measure B Related 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 Out of State Travel for Food Service Director and Food Service Coordinator to attend the ACDA Annual National Conference in Seattle, WA on April 26, 2020 – May 1, 2020
- 13.1.5 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year
- 13.1.6 Approve Payroll Report (November, 2019)
- 13.1.7 Approve Revolving Cash Fund Reports (November, 2019)
- 13.2 **Educational Services:**
- 13.2.1 Approve Agreement for Special Contract Services between TUSD and Angela Beyer to Provide Neuroeducational Teacher Training for Teachers on January, 24, 2020 at McKinley Elementary School
- 13.2.2 Approve Overnight Travel for West, Kimball and Tracy High BSU Clubs to Attend the Black Students of California United (BSCU) Leadership Conference in San Francisco, California, March 6-8, 2020
- 13.2.3 Approve Agreement for Special Contract Services with Kagan Professional Development to Provide Cooperative Learning Training for Teachers at Hirsch Elementary School
- 13.2.4 Approve Overnight Travel for Tracy High, TBA Activities Director, Athletic Director and Administrators to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV on March 4-March 7, 2020
- 13.2.5 Ratify Agreement for Special Contract Services with 360 Degree Customer, Inc. for Speech and Language Pathologist Therapy Services for the 2019-2020 School Year with an SLP and SLPA provider
- 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 Accept the Fiscal Year 2018-19 Annual Financial Audit (Separate Cover Item)
- Action:** Abercrombie, Costa. **Vote:** Yes-7; No-0.
- 14.2 **Educational Services:**
- 14.2.1 Consider College Bound Program
- Action:** Trustee Alexander made a motion to fund the program. There was no second to the motion, therefor the motion failed.
- Vote:** None.

14.3 Human Resources:

14.3.1 Adopt Resolution 19-14, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds

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

Board Reports:

Trustee Silcox been here for a little over a year. He doesn't understand how the District and TEA works well together and how CSEA has nothing good to say about the district. Trustee Souza passed. Trustee Kaur thanked everyone who came out and state that she wanted to support College Bound, but they could not come up with a solution for funding. She will personally help support the program if needed. Trustee Alexander passed. Trustee Costa agreed with Trustee Silcox and finds it interesting that the College Bound speakers were polite and appreciated their comments. To have a CSEA Union rep come up and speak the way he did, knowing that the board cannot respond to him. is disheartening. Trustee Abercrombie stated that if College Bound would like to reach out to him as an individual, he will help and see what he can do. Trustee Pekari appreciates everyone who is here tonight. This board and administration cares for our students and he is happy to look for solutions.

Superintendent Report:

Dr. Stephens visited some classrooms today with Trustee Silcox. On Monday, we will be having the MLK Breakfast at Tracy High School Cafeteria. The doors open at 8:00 am and breakfast is served at 8:30 with the program starting at 9:00 am. We hope everyone can join us.

Adjourn 8:08: pm

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: January 20, 2020
SUBJECT: Receive Report on Governor's Proposed Budget

BACKGROUND: During the board meeting of January 14, 2020, staff presented a report on declining enrollment. One conclusion of that presentation that enrollment has declined by an average of 246 students per year for the past five years and is projected to continue with similar declines for the at least the next three years. With attendance rate of approximately 95% and per student funding of approximately \$10,041, this trend will result in a loss of approximately \$2.3 million per year.

The tendency in declining enrollment school districts is to hire few new teachers. Therefore, the average seniority level of teachers tends to increase each year, resulting in the average cost of teachers increasing. The result is an annual increased cost of a declining number of teachers of more than \$900,000 per year.

Pension costs are projected to increase by approximately \$1.3 million for the 2020-21 school year, and by approximately \$150,000 per year in subsequent years.

The cost of providing special education services is projected to increase approximately \$200,000 each year.

Putting aside all other increased costs, these four costs are projected to result in increased costs of more than \$4.7 million.

RATIONALE: Into this environment of ever-increasing costs, the Governor has proposed a Cost of Living Adjustment (COLA) of 2.29%, or \$231 per ADA. However, because the unduplicated pupil percentage for TUSD is less than the statewide average, the expected increase for us is projected to be \$222.35 per ADA, which amounts to approximately $\$222.35 \times 13,415.34 \text{ ADA} = 2,982,901$.

The proposed COLA is less than the 3% COLA projected earlier in the year, and on which multi-year projections were based. The resulting decrease in revenue of \$958,260 impacts targets of budget reduction plans that have governed much of the district administration's efforts in the fall.

The Superintendent announced his intention in the fall of 2019 to identify and implement \$3 million of budget reductions to balance the budget and an additional \$1.7 million to contribute to salary increases for employees. The currently proposed COLA of 2.29% amounts to a reduction of funding from that plan of approximately \$950,000, which eroded more than half of the amount saved for salary increases.

It is not certain the proposed 2.29% COLA will hold until the state budget is approved in July.

Therefore, district staff intend to monitor the funding environment until the May Revise and explore opportunities to make further reductions.

FUNDING: There are no costs associated with this informational agenda item.

RECOMMENDATION: Receive Report on Governor's Proposed Budget.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 16, 2020
SUBJECT: **Receive Report on Proposed Instructional Materials Adoption for International Baccalaureate Environmental Systems and Societies**

BACKGROUND: International Baccalaureate Environmental Systems and Societies is a course in the International Baccalaureate (IB) Programme at Tracy High School. The IB Diploma Programme establishes curriculum frameworks for all IB courses but does not prescribe instructional materials; that decision is reserved for local school districts.

The District Instructional Media Services Director, the IB coordinator, the IB Environmental Systems and Societies instructor, and an Assistant Principal from Tracy High School met to develop criteria for selecting these instructional materials. The course instructor reviewed six programs in 2018-19. In Fall, 2019, a committee of two teachers with Earth Science experience then narrowed the evaluation to two programs. Using a variety of tools to evaluate instructional materials at the textbook and the unit/chapter level, the committee selected a textbook and asked the Curriculum Council for a recommendation to adopt the instructional material to the School Board. Community members have been made aware of the adoption process through public announcements and public review of materials at the Instructional Media Center.

The following textbook is being recommended by the Curriculum Council for adoption for the Tracy Unified School District's International Baccalaureate Environmental Systems and Societies course: *Environmental Systems and Societies for the IB Diploma*, 2nd edition by P. Guinness and B. Walpole published by Cambridge University Press in 2016.

RATIONALE: The textbook being recommended for adoption demonstrates the highest correlation to the following evaluation criteria:

- Aligns to updated IB Environmental Systems and Societies course objectives
- Well-written, rigorous content
- Superior case studies with named examples needed for exam success
- Holistic perspective allowing engagement of social science and earth science concepts
- Current, relevant examples to engage students in problem solving

This agenda item meets 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: Funding for the purchase of recommended materials not to exceed \$7,000 will be provided by funds from Goal 1, Action 16 of the Local Control Accountability Plan reserved for the purchase of instructional materials.

RECOMMENDATION: Receive Report on Proposed Instructional Materials Adoption for International Baccalaureate Environmental Systems and Societies.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 16, 2020
SUBJECT: Receive Report on Proposed Instructional Materials Adoption for Integrated Animal Science at West High School

BACKGROUND: Merrill F. West High School (WHS) has a three-course Career and Technical Education (CTE) Animal Science pathway. This pathway prepares students to work in agriculture- and natural resources- related industries, specifically to manage small and large animal food production. Integrated Animal Science is the second course in the pathway and was previously taught with digital materials that are no longer available. The current instructor requested printed materials to support students' learning.

A committee of WHS agriculture teachers met in Fall, 2019 to evaluate and compare two textbooks at the program and unit level. From this analysis, the committee selected a textbook and asked the Curriculum Council for a recommendation to adopt the instructional materials to the School Board. Community members have been made aware of the adoption process through public announcements and public review of materials at the Instructional Media Center.

The Curriculum Council is recommending this textbook for the West High School's course in Integrated Animal Science: *The Science of Animal Agriculture* (5th ed.) by R. V. Herren published in 2019.

RATIONALE: The textbook being recommended for adoption demonstrates the highest correlation to the following evaluation criteria:

- Wide variety of industry livestock species (on land, in water, also insects)
- Accessible reading for students learning English
- Illustrations that support learning in the absence of the live animal
- Engaging, relevant activities that require student choice
- Record-keeping requirements that include skills and hours of experience, supporting FFA model for learning

This agenda item meets 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: Funding for the purchase of recommended materials not to exceed \$14,000 will be provided by funds from Goal 1, Action 16 of the Local Control Accountability Plan reserved for the purchase of instructional materials.

RECOMMENDATION: Receive Report on Proposed Instructional Materials Adoption for Integrated Animal Science at West High School.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 16, 2020
SUBJECT: **Receive Report on Proposed Advanced Placement Psychology Instructional Materials Adoption**

BACKGROUND: Advanced Placement (AP) Program offers college-level studies to students while still in high school. The College Board establishes the curriculum frameworks for all AP courses. Teachers of this course requested up-to-date instructional materials and began meeting in the Fall of 2019. Two AP Psychology teachers met to develop criteria for evaluating instructional materials according to the AP framework, reviewed several programs, and narrowed their evaluation to two programs.

Using a variety of tools to evaluate the two programs of instructional materials at the textbook and the unit/chapter level, the committee selected a textbook and asked the Curriculum Council for a recommendation to adopt the instructional materials to the School Board. Community members have been made aware of the adoption process through public announcements and public review of materials at the Instructional Media Center.

The following textbook is being recommended by the Curriculum Council for adoption for the Tracy Unified School District's Advanced Placement Psychology course:
Psychology (2nd ed.), by W. Elmhorst, K. Minter, M. Spilis published in 2016 by Pearson.

RATIONALE: The textbook being recommended for adoption demonstrates the highest correlation to the following evaluation criteria:

- Alignment to AP Psychology course objectives
- Differentiated learning strategies help support students' needs
- Exemplary case studies and projects that are relevant and engaging to students
- Good vocabulary resources that are basis for AP exam
- Adequate practice test materials included for exam preparation

This agenda item meets 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: Funding for the purchase of recommended materials not to exceed \$37,000 will be provided by funds from Goal 1, Action 16 of the Local Control Accountability Plan reserved for the purchase of instructional materials.

RECOMMENDATION: Receive Report on Proposed Advanced Placement Psychology Instructional Materials Adoption.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 16, 2020
SUBJECT: Receive Report on Proposed History-Social Science Instructional Materials Adoption for K-5

BACKGROUND: As part of the instructional materials adoption process, K-5 History-Social Science (H-SS) teachers have been evaluating, piloting, and analyzing textbooks since Spring, 2019. They used criteria set out in the California Department of Education's (CDE) History-Social Science Toolkit and the *History-Social Science Framework* published by the CDE in 2016. Starting with four California state board-approved programs, the committee chose two programs to pilot.

During this pilot, piloting teachers met after school every two weeks to evaluate the materials, using the H-SS Toolkit criteria, and to record evaluation in an online survey program. After the pilot ended, pilot teachers met for a full day to review and analyze the evaluation surveys and the two sets of piloted materials through a process guided by four indicators in the H-SS Toolkit: foundations of the discipline, student work, monitoring student progress, and support for teachers. As a result of this analysis, the committee determined the program they found to be most effective for the needs of Tracy Unified School District's students. Community members have been made aware of the adoption process through public announcements and public review of materials at the Instructional Media Center.

The Curriculum Council is recommending Pearson's *California History-Social Science: myWorld Interactive* Program, published in 2019.

RATIONALE: The instructional materials being recommended for adoption demonstrates the highest correlation to the following evaluation criteria used by the committee in the K-5 adoption process:

- Alignment to the California History-Social Sciences Standards and Framework
- Support for citizenship instruction
- Relevant, engaging projects
- Strong support for teachers' instruction in ways that engage students in learning

This agenda item meets 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: Funding for the purchase of recommended materials not to exceed \$1,140,000 will be provided by funds from Goal 1, Action 16 of the Local Control Accountability Plan reserved for the purchase of instructional materials.

RECOMMENDATION: Receive Report on Proposed History-Social Science Instructional Materials Adoption for K-5.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 16, 2020
SUBJECT: Receive Report on the Special Education Teacher Residency Lab with Tracy Unified School District

BACKGROUND: Professional Learning and the Special Education Department are proud to announce the receipt of another grant aimed at addressing the Special Education teacher shortage in California. We have received \$120,000 from the state to start a Residency program with our partner Notre Dame de Namur University (NDNU) here in Tracy. Residents will learn alongside TUSD Mentor/Master teachers during a 13-month intensive credential program. Starting this summer, Residents will be placed in our summer schools to begin their full K-12 experience. Then, Residents will participate in TTIP before starting their school year placement. Both Residents and Mentor/Master teachers will receive an honorarium for their participation in the Residency. There are five school sites included in the grant: WHS, THS, KHS, WMS, and JES. Some NDNU courses will be co-taught by TUSD Mentor/Master teachers on the WHS campus. Once Residents earn their credentials, they will have a four-year service obligation. Residencies are research proven to produce strong new teachers who are more likely to remain in the profession.

RATIONALE: Residents share the full range of classroom experiences with a master teacher including planning, instruction, assessing, and working with families and students. Residents earn special education teaching credential at night. Clinical experience includes student teaching with facilitated observations. Intensive program that closely links coursework with active engagement with students in K-12 classrooms. This is a 4-year service obligation for residents. This agenda item supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: TUSD & NDNU have contributed both "in-kind" and "actual" budget components. Possible opportunity for expansion grant monies. Residents will be paid twice-weekly substitute (approximately \$160/day). Residency honorarium (\$17,000).

RECOMMENDATION: Receive Report on the Special Education Teacher Residency Lab with Tracy Unified School District.

Prepared by: Tammy Jalique, Interim Director of Special Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 16, 2020
SUBJECT: Receive Report on Year 1 of TUSD's Education Innovation and Research Grant, *Leadership of STEM: The PreK-12 STEM Pathway* from the United States Department of Education

BACKGROUND: In October 2018, TUSD was awarded an Education Innovation and Research (EIR) grant from the United States Department of Education (US Ed) in collaboration with the Community Training and Assistance Center (CTAC). The award supports TUSD in creating *Leadership of STEM: The PreK-12 STEM Pathway (PreK-12 STEM)*, a multi-disciplinary STEM project-based curriculum that is engineering- and computer science-centered. It ensures that every TUSD student has a STEM learning trajectory that progresses through elementary, middle, and high school. Moreover, it increases the number of underrepresented students (girls, students of color, and low-income students) engaged in rigorous, engaging STEM learning.

TUSD has reached the end of Year 1 of the 5-year grant to create this systemic reform. This report will update the board on progress made to date.

RATIONALE: The Board's acceptance of the award for US Ed's EIR grant, *Leadership of STEM: The PreK-12 STEM Pathway*, for the 2018-2023 School Years necessitates periodic updates.

This Agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; 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 funds are required for this report.

RECOMMENDATION: Receive Report on Year 1 of TUSD's Education Innovation and Research Grant, *Leadership of STEM: The PreK-12 STEM Pathway* from the United States Department of Education.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: December 23, 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 Wepay for the amount of \$1,987.99 (ck. #39751891). This donation was raised using the Snap Raise platform and it will benefit the Kimball High School boys soccer program.
2. Tracy Unified School District/Kimball High School: From Wepay for the amount of \$5,241.30 (ck. #39608801). This donation was raised using the Snap Raise platform and it will benefit Kimball High School's girls basketball program.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Taryn and Ian Stine for the amount of \$500.00 (ck. #2767). This donation is a contribution to the Ken Wedel Scholarship for the 2019/2020 school year.
2. Tracy Unified School District/Tracy High School: From Art Freiler Elementary School staff for the amount of \$701.00 (cash). This donation is a collective contribution to the Ken Wedel Scholarship for the 2019/2020 school year.
3. Tracy Unified School District/Tracy High School: From Ford Motor Company, a 2016 Ford Focus, VIN #1FADPsK23GL235150 (value unknown). The donation of this training vehicle was made to Tracy High School's R.O.P. Auto Shop program as part of Ford Motor Company's Non-Technical Career Entry Program.
4. Tracy Unified School District/Tracy High School: From Sheila Paul, a SnapOn 5 drawer top chest, Model #KRA2055, valued at \$870.00. This donation will benefit Tracy High School's R.O.P. Auto Shop program.
5. Tracy Unified School District/Tracy High School: From the Tracy Breakfast Lions Club for the amount of \$4,267.64 (ck. #1345). This donation stems from proceeds earned during the Tom Hawkins Tournament and it will benefit Tracy High School's girls basketball teams.

West High School:

1. Tracy Unified School District/West High School: From Tracy Firefighters Charity Local 3355, Inc. for the amount of \$500.00 (ck. #1264). This donation will benefit West High School's Junior Reserve Officers Training Corps (JROTC) program and it will be used for student activities and supplies.

Williams Middle School:

1. Tracy Unified School District/Williams Middle School: From the Veterans of Foreign Wars for the amount of \$1,000.00 (ck. #0001147188). This donation was awarded to Williams Middle School teacher, Anne Martin, and it will be used for student recognition and awards.

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: January 16, 2020
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
January 28, 2020
SUMMARY OF SERVICES

A. Vendor: Cooperative Strategies
Sites: District Wide
Item: Year Two of a Five Year Agreement (Expires December 6, 2023)
Services: Cooperative Strategies will grant access to their web based myschoolLOCATION software, to be used by District personnel and the community to easily identify and match the student home address to their appropriate zoned school location.
Cost: \$689.00 Annually
Project Funding: Unrestricted General Fund/Student Services

B. Vendor: Wilson Architecture, Inc.
Site: Stein Continuation High School – Relocatable Classrooms
Item: Proposal
Services: Architectural services to submit plans to the Division of State Architects (DSA) for approval of placing two (2) relocatable classroom buildings on campus.
Cost: \$12,200.00, includes reimbursable costs
Project Funding: Unrestricted General Fund, Fund 14

C. Vendor: Warren Consulting Engineers, Inc.
Site: Tracy High School
Item: Proposal
Services: Surveying and civil engineering services, which includes topographic survey, preparing conceptual field site plans and preparing construction plans and specifications for the new stadium turf at Tracy High School.
Cost: \$17,300.00
Project Funding: Unrestricted General Fund, Deferred Maintenance



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: January 17, 2020
SUBJECT: **Ratify Measure B Related 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 against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials. 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 Measure B Related 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
MEASURE B BOND
January 28, 2020
SUMMARY OF SERVICES

A. Vendor: Hampton Inspection Service
Site: Tracy High School – New Parking Lot
Item: Proposal
Services: DSA Class I Inspector responsible for continuous inspection of all aspects of construction and for monitoring work performed by special inspectors and testing for the new parking lot.
Cost: \$12,000.00/Not to Exceed
Project Funding: State School Facilities Funds-Project Savings from Various Projects

B. Vendor: Wallace Kuhl & Associates
Site: Tracy High School – New Parking Lot
Item: Proposal
Services: Special Inspection and Testing services, which includes inspection and testing of earthwork and concrete samplings for the new parking lot.
Cost: \$13,530.00
Project Funding: State School Facilities Funds-Project Savings from Various Projects

C. Vendor: Wallace Kuhl & Associates
Site: North School Modernization
Item: Proposal
Services: Special Inspection and Testing services, which includes inspection and testing of earthwork, concrete and reinforced steel for Increment I of the modernization project.
Cost: \$73,120.00
Project Funding: Measure B Bond Fund, State School Facilities Funds



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 14, 2020
SUBJECT: **Approve Agreement for Special Contract Services with San Joaquin County Public Health Services to provide Parenting Outreach Workshops to families in all TUSD schools during the 2019-2020 School Year**

BACKGROUND: The Tracy Unified School District (TUSD) has offered parenting classes and parent outreach workshops to families, as a supportive service in previous years. Through the Child Health Disability Prevention (CHDP) Program, San Joaquin County Public Health Services (SJCPHS) is an organization that serves as a resource to help families apply for and navigate the Medi-Cal and Covered CA application process. SJCPHS also helps connect families to adult and children health providers throughout San Joaquin County.

RATIONALE: There are many potential benefits to coordinating parent outreach workshops at TUSD school sites. Additionally, this service aligns with TUSD's LCAP Goal 2) Provide a safe and equitable learning environment for all students and staff, Priority 3) Parent Engagement and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: San Joaquin County Public Health Services provides this service at no-cost to the District.

RECOMMENDATION: Approve Agreement for Special Contract Services with San Joaquin County Public Health Services to provide Parenting Outreach Workshops to families in all TUSD schools during the 2019-2020 School Year.

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 San Joaquin Public Health 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: Through the Child Health Disability Prevention (CHDP) Program, San Joaquin County Public Health Services (SJCPHS) is an organization that serves as a resource to help families apply for and navigate the Medi-Cal and Covered CA application process. SJCPHS also helps connect families to adult and children health providers throughout San Joaquin County.

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 () **[X] HOURS [] DAYS**, under the terms of this agreement at the following location All TUSD Schools.

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 [] **HOURLY** [] **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** **[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** [] **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 February 1, 2020, 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 [X] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 15, 2020
SUBJECT: **Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Stein Continuation High School/Willow Community Day/Duncan-Russel Continuation High School, Central Elementary, North School, and South/West Park Elementary School**

BACKGROUND: Tracy Unified School District (TUSD) provides mental health support services to students with psychosocial-emotional and emotional challenges that serve as a barrier to their academic success and overall well-being. It is imperative to provide support services in a school setting in order to improve school climate and student success. Through the Prevention & Early Intervention (PEI) Project 5: School-based Interventions for Children and Youth and San Joaquin County Behavioral Health Services (SJCBS), Sow A Seed Community Foundation will facilitate age-appropriate cognitive behavioral or other therapeutic groups to help children and youth practice impulse control, emotional regulation, positive & affirming relationships with peers and adults, etc. Group activities will follow an approved evidence based curriculum.

RATIONALE: A multi-tiered system of supports is the District's framework to identify levels of social-emotional interventions. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to students who are struggling to meet academic, attendance, and/or behavioral expectations within a school setting. The District benefits greatly from having school based mental health support services across all schools, particularly Title I schools and with a high percentage of free and reduced lunch. A partnering agency of the PEI Project 5, Sow A Seed Community Foundation will provide mental health support services to TUSD's schools with the highest percentage of free and reduced lunch applicants. Additionally, this service aligns with TUSD's LCAP Goal #2: Provide a safe and equitable learning environment for all students and staff.

FUNDING: The PEI Project 5 and SJCBS provides this service at no cost to the District.

RECOMMENDATION: Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Stein Continuation High School/Willow Community Day/Duncan-Russel Continuation High School, Central Elementary, North School, and South/West Park Elementary School.

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 Prevention & Early Intervention (PEI) Project 5: School-based Interventions for Children and Youth and San Joaquin County Behavioral Health Services (SJCBS), Sow A Seed Comm, 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: Through the Prevention & Early Intervention (PEI) Project 5: School-based Interventions for Children and Youth and San Joaquin County Behavioral Health Services (SJCBS), Sow A Seed Community Foundation will facilitate age-appropriate cognitive behavioral or other therapeutic groups to help children and youth practice impulse control, emotional regulation, positive & affirming relationships with peers and adults, etc. Group activities will follow an approved evidence based curriculum.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2 () [] HOURS [X] DAYS, under the terms of this agreement at the following location for Stein: Continuation High School/Willow Community C.

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 [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 [] 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 February 1, 2020, 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:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 10, 2020
SUBJECT: **Ratify Agreement for Special Contract Services with 360 Degree Customer, Inc. for the Special Education Teacher services for the 2019-2020 School Year with mild/moderate credentialed Special Education Teachers**

BACKGROUND: Special Education students require curriculum to be taught by credentialed mild/moderate special education teachers as part of their Individual Education Plan (IEP). Special Education Teachers help improve academic skills. Many of our special day class students currently have Special Education Services written into their IEPs, and several more are awaiting Special Education assessment. 360 Degree Customer, Inc. provides Special Education Teachers with mild/moderate credentials to teach special education curriculum as required by students' IEPs. Ratification is necessary in order to stay in compliance with legal IEP timelines.

RATIONALE: Tracy Unified School District does not have access to credentialed Special Education Teachers in the District; therefore, it is necessary to provide these services through a contract arrangement. 360 Degree Customer, Inc. will provide Special Education Teacher services to students at their school sites, and provide daily instruction. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal # 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for Special Education Teachers contract will not exceed \$194,000.00 for the fiscal year beginning July 1, 2019 and ending June 30, 2020. Special Education contract expenses are funded through 602 funding for Special Education, and budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with 360 Degree Customer, Inc. for the Special Education Teacher services for the 2019-2020 School Year with mild/moderate credentialed Special Education Teachers.

Prepared by: Tammy Jalique, Interim Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 360 Degree, 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:

Contractor shall perform the following duties: 360 Degree will provide Special Education Teachers for the 2019-2020 School Year with mild/moderate credentialed Special Education Teachers.

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

1. Contractor will provide the above services(s), as outlined in Paragraph 1. for a period of up to a total of 95 days () [] HOURS [X] DAYS, under the terms of this agreement at the following location various school sites
2. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$85 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$194,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [X] SHALL [] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$1,000 for the term of this agreement.
 - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
3. The terms of the agreement shall commence on Jan. 14, 2020, and shall terminate on June 30, 2020
4. This agreement may be terminated at any time during the term by either party upon 45 days' written notice of termination delivered by certified mail, return receipt requested.

5. 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.
6. Contractor shall contact the District's designee, Tammy Jalique, at (209)830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described
7. 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.

8. 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.

9. 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.
10. 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.
11. 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.
12. 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.
13. 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

MANAGER

Title

IRS Identification Number

Title

Address

95054

Tammy Jalique

Trust Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 14, 2020
SUBJECT: **Ratify Agreement for Special Contract Services with Charis Youth Center for the 2019-2020 School Year**

BACKGROUND: Board approval is requested to contract for Non-public school (NPS) placement for one student at Charis Youth Center in Grass Valley, CA. The District's Special Education administration would like to begin a new contract with Charis Youth Center to provide the placement pursuant to the students' IEP. Approval is necessary at this time to remain compliant with that IEP.

RATIONALE: Districts must offer a continuum of services including, when necessary, compensatory education to students with exceptional needs. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Expenses for this contract are billed at \$93,480.60 (143 days). Total contract expenses will not exceed \$93,480.60. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Charis Youth Center for the 2019-2020 School Year.

Prepared by: Tammy Jalique, Interim Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
January 7, 2020
SUBJECT: **Ratify Agreement for Special Contract Services with Winsor Learning, Inc. for Training on Sonday System 2 (curriculum for Dyslexia) for Special Education Teachers**

BACKGROUND: Ratification of Special Contract Services is requested for training on the Sonday System 2 (curriculum for Dyslexia) for Special Education Teachers. We would like to contract with Winsor Learning, Inc. for the training. Ratification is necessary at this time to remain compliant with state mandated law AB 1369. This law requires school districts to identify and assess pupils with dyslexia. Districts are also required to plan, provide, evaluate, and improve educational services to pupils with dyslexia.

RATIONALE: Districts must offer a continuum of services including, when necessary, dyslexia specific interventions. This request supports District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers and District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for this contract include 1 full day of training by Winsor Learning, Inc. The total contract expenses will not exceed \$2,750.00. Special Education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Winsor Learning, Inc. for Training on Sonday System 2 (curriculum for Dyslexia) for Special Education Teachers.

Prepared by: Tammy Jalique, Interim Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide 1 full day of training for Sondag System 2 for up to 30 participants.

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 HOURS [☒] DAYS, under the terms of this agreement at the following location Tracy Unified School District, Williams Middle School

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

a. District shall pay \$ 2,750.00 per HOUR [☐] DAY [☒] FLAT RATE, not to exceed a total of \$2,750.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 01/24/2020, and shall terminate on 01/25/2020.

5. This agreement may be terminated at any time during the term by either party upon 17 (seventeen) 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, Tammy Jalique at (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 16, 2020
SUBJECT: Approve Overnight Travel for Mrs. Jennifer Grover, Tracy High School Choir Teacher, and Justin Maas-Espinoza to Attend the CAL ACDA All-State Honor Choir in Fresno, CA on February 20-22, 2020

BACKGROUND: Participation in the CAL ACDA All-State Honor Choir is a prestigious honor for those talented choir students selected by rigorous audition. This student from Tracy High will be provided the grand opportunity to perform with the highest of honor ensembles in the state of California directed by world-class renowned conductors. Mrs. Jennifer Grover, Advisor, an approved District driver will transport the student to and from the event in her private vehicle. Additionally Mrs. Grover will act as chaperone for the trip along with other educators who have been fully vetted and certified. He will be staying in the Hilton Garden Inn with other All-State student participants and chaperones.

RATIONALE: It is the goal of the THS Performing Arts Magnet to provide students with increased performance opportunities. This student from Tracy High School: Justin Maas-Espinoza is uniquely qualified to participate in this event and represent his own, and his school's dedication to music. This aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #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 costs will not exceed \$2,000. Expenses will be paid out of the Choir Council ASB account and student's family contribution. The Performing Arts Magnet at Tracy High will provide budget to fund the cost of the substitute teacher. Fundraisers were made available to the student to fund his trip.

RECOMMENDATION: Approve Overnight Travel for Mrs. Jennifer Grover, Tracy High School Choir Teacher, and Justin Maas-Espinoza to Attend the CAL ACDA All-State Honor Choir in Fresno, CA on February 20-22, 2020.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 15, 2020
SUBJECT: Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending January 15, 2020

BACKGROUND: Pursuant to the Williams Settlement and California *Education Code* Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, and 3) a properly credentialed teacher for every classroom. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams settlements during the October 15, 2019 – January 15, 2020 reporting period.

RATIONALE: The quarterly report for the period of October 15, 2019 through January 15, 2020 has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint process as well as the resolution of each of those complaints. This report supports Strategic District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and Strategic District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: no cost.

RECOMMENDATION: Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending January 15, 2020.

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

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

District: Tracy Joint Unified School District

Person completing this form: Tania Salinas Title: Director of Assessment & Accountability

Quarterly Report Submission Date: ☒ January 15, 2020
(check one) ☐ April 15, 2020
☐ July 15, 2020
☐ October 15, 2020

Date for information to be reported publicly at governing board meeting: January 28, 2020

Please check the box that applies:

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

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

Brian Stephens
Print Name of District Superintendent

Brian Stephens
Signature of District Superintendent

1/15/2020
Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: January 15, 2020
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>
Patchen, Kelly Principal	Bohn	6/5/2020	Personal
Jose Vega Assistant Principal	Kimball	6/30/2020	Personal

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
McDaniel, Lois Director of Food Services	DEC/Food Service	07/04/2020

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Arenales, Brenda Utility Person II	North	01/12/2020	Accepted a Utility Person III position
Everhart, Kyle Utility Person II	Jacobson	01/23/2020	Personal

Galvan, Tara Food Service Worker	WHS	01/06/2020	Accepted a 4 hour FSW position at WHS
Smiley, Danielle Associate Instructor	STEPS	01/05/2020	Accepted a Para Ed I position at THS
Antonia Velasco Secretary to the Principal of Community Day	Willow	01/15/2020	Accepted Personnel Analyst for Certificated Employee's position
Zamora, Antonio Bus Driver/Custodian	Transport/ Stein	01/25/2020	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 of Human Resources
DATE: January 17, 2020
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Velasco, Antonia

MANAGEMENT/CLASSIFIED **CONFIDENTIAL**

Personnel Analyst for Certificated Employees
(Replacement)
District Education Center/Human Resources
Range 13, LMH Step A - \$28.18 per hour
8 hours per day
Funding: General Fund

BACKGROUND:

Alfaro, Carmen

CLASSIFIED

School Supervision Assistant (New)
Central Elementary School
Range 21, Step D - \$16.70 per hour
1 hour per day
Funding: General Fund

Arenales Alegria, Brenda

Utility Person III (New)
Transportation/DEC/Various Sites
Range 38, Step D - \$24.79 per hour
8 hours per day
Funding: Home to School Transportation 62.5%
Ongoing and Major Maintenance 37.5%

Galvan, Tara

Food Service Worker (Replacement)
West High School
Range 22, Step A - \$14.85 per hour
4 hours per day
Funding: Child Nutrition – School Program

Garcia, Sherry

IEP Para Educator I (New)
Villalovoz Elementary School
Range 24, Step E - \$18.72 per hour
6 hours per day
Funding: Special Education

Gonzales, Jennifer	School Supervision Assistant (Replacement) Hirsch Elementary School Range 21, Step C - \$15.93 per hour 1.5 hours per day Funding: General Fund – Unrestricted
Gonzalez-Romero, Maria Isabel	Food Service Worker (Replacement) West High School Range 22, Step C - \$16.28 per hour 3 hours per day Funding: Child Nutrition – School Program
Gonzalez-Romero, Maria Isabel	Food Service Worker (Replacement) George Kelly School Range 22, Step C - \$16.28 per hour 1 hour per day Funding: Child Nutrition – School Program
List, Erin	Food Service Worker (Replacement) West High School Range 22, Step C - \$16.28 per hour 6 hours per day Funding: Child Nutrition – School Program
Mora, Nery	Food Service Worker (Replacement) Tracy High School Range 22, Step A - \$14.85 per hour 3 hours per day Funding: Child Nutrition – School Program
Singh, Pinkey	School Supervision Assistant (Replacement) Monte Vista Middle School Range 21, Step A - \$14.53 per hour 1.5 hours per day Funding: General Fund
Smiley, Danielle	Para Educator I (Replacement) Tracy High School Range 24, Step E - \$18.72 per hour 6 hours per day Funding: ROC/P
Trujillo, Amanda	School Supervision Assistant (Replacement) Hirsch Elementary School Range 21, Step A - \$14.53 per hour 1.5 hours per day Funding: General Fund – Unrestricted

BACKGROUND:

Anastasio, Steve

Dayak, Adaurie

James, Robert

Lancieri, Lauren

Russell, Brandon

Tailes, Armando

Wall, Tim

COACHES

Head Varsity Football
West High School
Stipend: \$7,669.92

Soccer – JV Girls’
Kimball High School
Stipend: \$4,034.50

Cross Country Asst. Coach
West High School
Stipend: \$4,843.58

Swimming Varsity Head
Tracy High School
Stipend: \$5,248.13

Track Assistant Coach
Tracy High School
Stipend: \$4,843.58

Frosh Baseball
West High School
Stipend: \$4,034.50

Tennis – Boys’ Varsity
Kimball High School
Stipend: \$4,034.50

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: January 17, 2020
SUBJECT: **Approve a Short List of Division of State Architect (DSA) Certified Inspectors/Inspection Firms to Perform Required DSA Inspection Services on New Construction and Modernization Projects**

BACKGROUND: The District is required to hire an on-site DSA inspector to ensure that construction is built according to DSA approved plans. Project Inspectors are part of the DSA Field Program and DSA certifies them and then approves inspectors for specific projects. They are hired by the School District. Project Inspectors are responsible for continuous inspection of all aspects of construction and for monitoring work done by special or assistant inspectors. Due to the number of projects that require these services, staff advertised in the Stockton Record and requested a "Requests of Qualifications" from firms and individuals that conduct business within our region that can be contacted as needed to perform necessary DSA certified inspection services.

RATIONALE: A total of six inspectors or inspection firms responded to the District's Request for Qualifications (RFQ). The inspectors/inspection firms responded on various categories, including: location; hourly rate; relevant school experience, etc. Review of each RFQ was conducted by the District's staff and construction manager which also took into consideration past experiences working with the inspectors/firms. All respondents were well qualified to perform DSA inspection services. There are several projects that will require these inspection services in the next several months/years; therefore, four respondents are being recommended for a District "shortlist" and will be contacted for a "Request for Proposal" on an as needed basis.

The DSA certified inspectors/inspection firms recommended for the short list are:

Hampton Inspection Services	Keith Brown Inspections
ITS Enterprises, Inc.	Structures Group

FUNDING: Project funding will come from a number of resources depending on the nature of the project, including: Developer Fees, Measure B Funds, Redevelopment Funds, General Fund and Deferred Maintenance.

RECOMMENDATION: Approve a Short List of Division of State Architect (DSA) Certified Inspectors/Inspection Firms to Perform Required DSA Inspection Services on New Construction and Modernization Projects.

Prepared by: Jaime Quintana; Director of Facilities and Planning.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: January 16, 2020
SUBJECT: Adopt Resolution 19-15, 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 19-15, Authorizing the Elimination of Certain Classified Positions due to Lack of Work or Lack of Funds.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 19-15**

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

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

WHEREAS, the Governing Board of the Tracy Unified School District has determined that it shall be necessary to eliminate the following positions in the District not later than March 28, 2020 due to lack of work or lack of funds:

- a. Eliminate one (1) 6.5 hour/10 month Special Education Para Educator I position

NOW, THEREFORE, BE IT RESOLVED that as of the close of the business day on March 28, 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 January 28, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Attested:

President

Board of Trustees

Tracy Unified School District

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 R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: January 16, 2020
SUBJECT: Approve Revised Job Description and Salary for Director of Food Services

BACKGROUND: The District continues the process of updating job descriptions to ensure that they accurately reflect current essential functions of the position, district requirements and any Federal or California Department of Education requirements. Over the past decade, the state has taken actions to professionalize the Business Services functions of school districts. These changes have brought the level of pay for Business Services directors into alignment with Education Services directors. Over the last few years, job descriptions and salaries for various directors in our district have been upgraded to reflect the current trends in director salaries and better compare with other districts in our area. Upgrading the salary of the Director of Food Services from Range 38 to Range 58 will bring the salary into closer alignment with similar positions in our area and help attract qualified candidates. Also, new program changes require Food Service Directors to possess a college degree (or the equivalent gained from years of experience).

RATIONALE: 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; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Funding Source: Cafeteria Fund and Child Nutrition-School Program \$37,143.

RECOMMENDATION: Approve Revised Job Description and Salary for Director of Food Services.

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION: Director of Food Services

DEPARTMENT: Food Services Department

POSITION SUMMARY: The Director of Food Services, under the direction of the Associate Superintendent for Business Services or his/her designee, will plan, coordinate, control and direct the food service operations for the District schools; direct the work and training of District food services personnel; develop, implement and enforce department policies; and direct the planning and administration of special food service programs.

ESSENTIAL FUNCTIONS:

1. Plans, organizes and directs district-wide food service programs.
2. Coordinates the overall operations of all food service and related activities for all District schools.
3. Works directly with the Director of Facilities, the school appointed architect and the appointed food service consultant, if and when those appointments are made, to develop site kitchen/serving area plans for new and existing district buildings, and participates in the development of specifications of all related equipment.
4. Ensures that all food preparation and serving areas are neat, clean and sanitary; and meet all local, state and federal health sanitation requirements.
5. Ensures that all kitchens are maintained in a safe and sanitary condition in accordance with guidelines of the health inspector.
6. Develops and administers department budgets, including but not limited to, operating, maintenance and capital outlay funds.
7. Develops and maintains assignment of manpower, cost accounting controls and quality controls, according to budget allotments, needs, workloads and statistical forecasts.
8. Plans and approves nutritious, appetizing menus and maintains records that meet the Federal and State guidelines as they pertain to the National School Lunch and Breakfast Program.
9. Interviews employment applicants, creates work assignments and supervises all food service employees. Develops, organizes and supervises a program of in-service training for food service personnel.
10. Supervises and evaluates the performance of all assigned personnel in accordance with the District's adopted uniform guidelines for evaluation and assessment; recommends appropriate action in cases of sub-standard performance; and identifies and encourages individual classified employees with leadership potential.
11. Develops specifications and procures all food and non-food supplies in accordance with state and federal contract requirements.
12. Manages the fleet of food service vehicles and the transportation of materials between the food service warehouse and kitchens.
13. Manages the receipt and storage of all food and food related materials at the warehouse
14. Stays abreast of food service related trends including, but not limited to, technology, nutrition, management, education and legislation.
15. Coordinates the input of students, parents, district staff, site administrators, community resources and other organizations to develop policies, procedures, curriculum, menu promotions and nutrition activities which encourage the greatest possible participation in the district's meal programs.

16. Establishes business and community partnerships that enhance the goals of the program.
17. Provides leadership to develop an environment that builds on the strengths of staff and maximizes teamwork.
18. Handles all complaints regarding the Food Services Department with regard to fairness and due process, investigates the same when facts seem to warrant, and refers to the immediate supervisor when appropriate.
19. Seeks funds and grants to support the program.
20. Maintains regular and prompt attendance in the workplace.
21. Performs other Food Service related duties as required.

EDUCATION AND EXPERIENCE:

Ability to provide and carry out oral and written directions; and to read, write and speak at a level sufficient to fulfill the duties to be performed. Any combination of education, training and experience equivalent to a Bachelor of Science degree, **with an academic major or concentration in food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business is required, plus five years of experience in institutional food management involving the planning and preparation of food in large quantity, and involving the supervision of personnel is preferred. Alternatively, a degree in any academic major and at least five years of experience in management of School Nutrition Programs is required.** ~~with major work in dietetics or institutional food service management, is required. Five years of experience in institutional food management involving the planning and preparation of food in large quantity, and involving the supervision of personnel is preferred. Registered Dietitian with American Dietetics Associations and/or certification as a Food Systems Specialist is desired.~~

SKILLS AND QUALIFICATIONS:

1. Knowledge of principles and methods of planning and preparing meals in large quantities for school children, including preschool age.
2. Knowledge of legal requirements of the school lunch program and aspects of the Education Code as applied to food services and sanitation and safety procedures related to school cafeterias, particularly food preparation, serving and storage.
3. Knowledge of necessary kitchen and dining facilities and equipment, methods of layout, reading of architectural drawings, and specifications required for food utensil and equipment purchasing.
4. Knowledge of intermediate computer skills and computer programs related to meal service accounting, meal planning/nutritional analysis and food ordering procedures, and statistical, analytical and evaluation measures.
5. Knowledge of business and management principals involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources.

6. Knowledge of arithmetic, algebra, statistics and their applications relating to estimating quantities of food and supplies needed annually, district-wide.
7. Knowledge of planning and designing kitchen layouts, both new and remodeling.
8. Knowledge of operating policies, rules and procedures of the school district.
9. Knowledge of principles and procedures for personnel recruitment, selection, training, and compensation and benefits.
10. Strong interpersonal skills.

PHYSICAL REQUIREMENTS:

Employees in this position must be/have the ability to:

1. Sit for extended periods of time.
2. Enter data into a computer terminal or electronic device and operate standard office equipment for extended periods of time.
3. See and read a computer screen and printed matter with or without vision aids.
4. Speak so that others may understand at normal levels and on the telephone with or without hearing aids.
5. Hear and understand speech at normal levels and on the telephone with or without hearing aids.
6. Stand, and/or walk on hard and/or uneven surfaces for extended periods of time.
7. Reach overhead, grasp, push/pull up to 25 pounds for short distances.
8. Lift and/or carry up to 25 pounds at waist height for short distances.
9. Bend, squat, stoop and/or climb for extended periods of time.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors in a standard office and/or classroom environment and come in direct contact with District and site staff, students, parents, and the public. In addition, the Director of Food Services may perform duties and responsibilities that occur outside school buildings and facilities on the school campus and at other school related activities and events.

SALARY: LME Salary Schedule Range ~~58~~ 38

DAYS OF SERVICE: 225

Board approved:	H.S. Board: 8/23/84
Revised:	TUSD: 11/23/04
Revised:	TUSD: 12/13/16
Revised (salary only):	TUSD: 06/13/17
Revised:	TUSD: