

## NOTICE

### REGULAR MEETING OF THE GOVERNING BOARD TRACY UNIFIED SCHOOL DISTRICT

**DATE:** TUESDAY, February 25, 2020

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

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

## A G E N D A

- |  | Pg. No. |
|--|---------|
| <b>1. Call to Order</b>  |         |
| <b>2. Roll Call – Establish Quorum</b><br>Board: S. Abercrombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, J. Silcox, L. Souza<br>Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry   |         |
| <b>3. Closed Session:</b> Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.  |         |
| <b>3.1 Administrative &amp; Business Services:</b> None.   |         |
| <b>3.2 Educational Services:</b>   |         |
| <b>3.2.1</b> Findings of Fact: FF#19-20/#52  |         |
| <b>3.2.2</b> Early Grad: WHS10348032   |         |
| <b>Action:</b> Motion__ ; Second__ . <b>Vote:</b> Yes_ _ ; No _ _ ; Absent _ _ ; Abstain   |         |
| <b>3.3 Human Resources:</b>  |         |
| <b>3.3.1</b> Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 345, Pursuant to Article XXIII   |         |
| <b>Action:</b> Motion _ _ ; Second__ . <b>Vote:</b> Yes _ _ ; No _ _ ; Absent__ _ ; Abstain  |         |
| <b>3.3.2</b> Approve the Non-Reelection of Probationary Certificated Employees: #UC-1167, #UC-1168, #UC-1169, #UC-1170, #UC-1171, #UC-1172, #UC-1173, #UC-1174, #UC-1175, #UC-1176, #UC-1177, #UC-1178, #UC-1179 #UC-1180, #UC-1181, #UC-1182, #UC-1183, #UC-1184, #UC-1185, #UC-1186, #UC-1187, #UC-1188, and #UC-1189.<br>Pursuant to Education Code Section 44929.21(b) |         |
| <b>Action:</b> Motion__ ; Second__ . <b>Vote:</b> Yes _ _ ; No _ _ ; Absent _ _ ; Abstain __   |         |
| <b>3.3.3</b> Approve Resolution 19-20. Authorizing Administrative Reassignments for the 2020-2021 School Year  |         |
| <b>Action:</b> Motion _ _ ; Second _ _ . <b>Vote:</b> Yes_ _ ; No _ _ ; Absent _ _ ; Abstain   |         |

- 3.3.4** Consider Public Employee/Employment/Discipline/Dismissal/Release  
**Action:** Motion\_\_\_; Second\_\_\_, **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_  
**3.3.5** 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/#52  
**Action:** Motion\_\_\_; Second\_\_\_, **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.  
**6b** Report Out of Action Taken on Early Grad: WHS10348032  
**Action:** **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.  
**6c** Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UC1.- 345, Pursuant to Article XXIII  
**Action:** **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.  
**6d** Report Out of Action Taken on Approve the Non-Reelection of Probationary Certificated Employees: #UC-1167, #UC-1168, #UC-1169, #UC-1170, #UC-1171, #UC-1172, #UC-1173, #UC-1174, #UC-1175, #UC-1176, #UC-1177, #UC-1178, #UC-1179 #UC-1180, #UC-1181, #UC-1182, #UC-1183, #UC-1184, #UC-1185, #UC-1186, #UC-1187, #UC-1188, and #UC-1189, Pursuant to Education Code Section 44929.21(b)  
**Action:** **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.  
**6e** Report Out of Action Taken on Approve Resolution 19-20, Authorizing Administrative Reassignments for the 2020-2021 School Year  
**Action:** **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.

**7. Approve Regular Minutes of February 11, 2020.**

**1-4**

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

**8. Student Representative Reports: Kimball High:** Gabriel Coronado; **Tracy High:** Sophia Alejandre; **West High:** Briana Mendez and Alexis Villela; **George Kelly School:** Mia Facha, Danielle Francis, Jahan Mahiddin, Olivia Rinker and Lauren Silcox; **Williams Middle School:** Peyton Heizer, Alyssa Fung, Arianna Green-Young and Jayda Lakey.

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

**9.1** McKinley Elementary School Presentation

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

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

**10.2 Educational Services:**

**10.2.1** Receive Report on State Indicators

**5**

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

**12. PUBLIC HEARING:** None.

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

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

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

**13.1 Administrative & Business Services:**

- |               |   |              |
|---------------|---|--------------|
| <b>13.1.1</b> | Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   | <b>6-7</b>   |
| <b>13.1.2</b> | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   | <b>8-10</b>  |
| <b>13.1.3</b> | Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District | <b>11-12</b> |

**13.2 Educational Services:**

- |               |   |              |
|---------------|---|--------------|
| <b>13.2.1</b> | Approve Out of State Travel for Director of Instructional Media Services and Curriculum to Attend the National Science Teaching Association in Boston, MA on March 31 – April 5, 2020   | <b>13-14</b> |
| <b>13.2.2</b> | Approve Agreement for Special Contract Services with Children's Book Author, Lisa Caprelli, at Bohn, Jacobson, & Central Elementary Schools for May 5-7, 2020   | <b>15-19</b> |
| <b>13.2.3</b> | Approve Agreement for Special Contract Services between Tracy Unified School District and the Delta Sigma Theta Sorority, Inc. to provide the Young Women's Empowerment Day Conference at Kimball High School on March 28, 2020   | <b>20-23</b> |
| <b>13.2.4</b> | Approve <i>Every 15 Minutes</i> to be conducted at Kimball High School on March 12-13, 2020. Approve Overnight Travel for Twenty Students and Four Advisors from Kimball High School to participate in the California Highway Patrol's <i>Every 15 Minutes</i> Program on March 12 - 13, 2020 | <b>24-34</b> |
| <b>13.2.5</b> | Approve Agreement for Special Contract Services between TUSD and World of Wonders on Wheels (W.O.W.) to Provide Three Day of STEM In-House Field Study Trips to South/West Park Students on Site in Tracy, CA, on March 19, 2020; May 12, 2020 and May 14, 2020                               | <b>35-38</b> |
| <b>13.2.6</b> | Approve Overnight Travel for West High Track Team and Coaches to Attend the Arcadia Invitational, in Arcadia California, April 9-12, 2020   | <b>39</b>    |
| <b>13.2.7</b> | Approve the Discard of Obsolete Instructional Media Center Materials  | <b>40</b>    |

- 13.2.8** Approve Out of State Travel for District Staff to Present At and Attend the Model Schools Conference by the International Center for Leadership in Education in Orlando, Florida, June 27-July 2, 2020 **41-42**

**13.3 Human Resources:**

- 13.3.1** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment **43-44**
- 13.3.2** Approve Classified, Certificated, and/or Management Employment **45-46**

- 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:** None.

**14.2 Educational Services:** None.

**14.3 Human Resources:**

- 14.3.1** Approve Resolution 19-17, Authorizing Reduction and Elimination of Particular Kinds of Service for the 2020-2021 School Year **47-50**
- Action:** Motion \_\_; Second \_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_
- 14.3.2** Adopt Resolution #19-18, Adopting the Competency Criteria in the Case of Certificated Reduction in Force for the 2020-2021 School Year **51-53**
- Action:** Motion \_\_; Second \_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_
- 14.3.3** Adopt Resolution #19-19, Adopting the Tie-Breaking Criteria in the Case of Certificated Reduction in Force for the 2020-2021 School Year **54-56**
- 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** March 10, 2020
- 17.2** March 24, 2020
- 17.3** April 28, 2020

**18. Upcoming Events:**

- 18.1** March 6, 2020 No School
- 18.2** April 10-27, 2020 No School, Spring Break
- 18.3** May 22, 2020 Last Day of School

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, February 11, 2020**

- 6:15 PM:** 1-3. President Pekari 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 Pekari called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Action Taken on Findings of Fact: #19-20/#39, #19-20/#42, #19-20/#43, #19-20/#45, #19-20/#46,  
**Action:** Abercrombie, Costa. **Vote:** Yes-7; No-0.  
6b Report Out of Action Taken on Reinstatements: AR#19-20/#25  
**Action:** **Vote:** Yes -6; No-0; Absent-1(Souza)  
6c Report Out of Action Taken on PE Exemptions: WHS10308825  
**Action:** **Vote:** Yes-6; No-0; Absent-1(Souza)  
6d Report Out of Action Taken on Release Probationary Classified Employees #UCL-343 Utility Person II  
**Action:** **Vote:** Yes-6; No-0; Absent-1(Souza)  
6e Report Out of Action Taken on Release Probationary Classified Employees #UCL-344 Utility Person III  
**Action:** **Vote:** Yes-6; No-0; Absent-1(Souza)
- Minutes:** 7. **Approve Regular Minutes of January 28, 2020.**  
**Action:** As amended. Abercrombie, Kaur. **Vote:** Yes-7; No-0.
- Employees Present:** M. Petty, R. Pecot, M. Romo, B. Ryan, D. Sprecksel, E. Quintana, J. Nott, L. Flores, A. Lee, B. Silver, D. Roberson, S. Williams, M. Mendoza, B. Jacinto, D. Schneider, K. Smith, T. Stutz, A. Bailey, J. Bailey, L. Mendez, R. Riddle, C. Anderson, C. Carlfeldt, J. Jimenez, N. Ayubi, B. Ryan, L. Morales, B. Hoffert
- Press:** None.
- Visitors Present:** S. Fung
- Student Rep Reports:** 8. None.
- Recognition & Presentations:** 9.1 Recognize the Outstanding Employees of the Winter Term for the 2019-2020 School Year

The Board recognized the following employees of the winter term. Jennifer Kassel (9-12), San Juana Rosales (6-8) and Amanda Bailey (K-5) as Outstanding Certificated Employees; Chris Anderson (9-12), Nasira Ayubi (6-8) and Maria Mendoza (K-5) as Outstanding Classified Employees and Sheryl Smith (unable to attend) as the Outstanding Management Employee for the Winter Term of the 2019-2020 school year.

### **9.2 Villalovoz Elementary School Presentation**

Principal, Erin Quintana, Assistant Principal, Derek Sprecksel, and teacher, Joanna Zepeda presented a power point. They also brought a 5<sup>th</sup> grade student, Stephanie Fung. The power point contained information on STEM and about science at Villalovoz. Students make notebooks, participate in design challenges, and have rigorous and relevant science talks. They reviewed strategies that target skills such as critical thinking, communication, exploration and engineering. They showed pictures of a Kindergarten student while presenting her project on plants and animal needs. They also showed several pics of various students working on projects and collaborating. Student, Stephanie Fung commented that she enjoyed the hands-on science project and had a lot of fun. She hopes to do a lot more STEM projects in the future. They also showed coding activities and WOW, Wonders on Wheels. This brings field trips to the school which is like a museum on wheels. Students do experiments with students at all grade levels. Students also enjoy the science lab and makers space. NGSS standards are being used in the classroom. There are various ways that teachers and admin get staff development such as management team presentations and the site implementation team. STEM is important so that all students will be prepared.

### **9.3 Williams Middle School Presentation**

Principal, Miguel Romo and Assistant Principal, Brittani Ryan, presented a power point. They reviewed data and are celebrating growth in 3 indicators: absenteeism, suspension rate and mathematics. CAST results just released. This is the first year of data. They showed the plan for continued growth. They will focus on reading, professional development in math, social emotional curriculum, Second Step, and rigor, relevance & relationships. AVID has been a great program. It is offered in grades 6, 7 and 8. They go on college field trips, have guest speakers, and focus on writing to learn, inquiry, collaboration, organization, and reading to learn (WICOR). GATE is also offered in grades 6, 7, and 8 which includes Socratic discourse, debate and project-based learning. Teacher Anne Martin attended the Veteran of Foreign Wars convention and was recognized as teacher of the year and received a \$1,000 for the school. Karaoke night helps build positive relationships and raised money for science camp. PIQE (parent institute of quality education) is a 10-week parent engagement and education course that help parents with the school system, create a home learning environment and encourage high school graduation.

## **Information & Discussion Items:**

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

## **Hearing of Delegations**

**11.** None.

<b>Public Hearing:</b>	<b>12.1</b>	<b>Administrative &amp; Business Services:</b> None.
<b>Consent Items:</b>	<b>13.</b>	<b>Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.</b> <b>Action:</b> Costa, Abercrombie. <b>Vote:</b> Yes-7; No-0.
	<b>13.1</b>	<b>Administrative &amp; Business Services:</b>
	<b>13.1.1</b>	Approve Accounts Payable Warrants (December, 2019) (Separate Cover Item)
	<b>13.1.2</b>	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
	<b>13.1.3</b>	Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District
	<b>13.1.4</b>	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year
	<b>13.1.5</b>	Approve Payroll Report (December, 2019)
	<b>13.1.6</b>	Approve Revolving Cash Fund Reports (December, 2019)
	<b>13.2</b>	<b>Educational Services:</b>
	<b>13.2.1</b>	Ratify Agreement for Special Contract Services with Impact Science to Provide Support for Middle School Science Instructional Materials Adoption Pilots
	<b>13.2.2</b>	Approve Out-of-State Travel to Las Vegas, NV for the Media Video Production Teacher to attend the NAB Show (National Association of Broadcasters): Where Content Comes to Life on April 18-22, 2020
	<b>13.2.3</b>	Approve Agreement for Special Contract Services with San Joaquin County Office of Education's Language and Literacy Department to Provide 10 days of K-5 Curriculum and Assessment for ELA/ELD/STEM
	<b>13.2.4</b>	Approve Overnight Travel for Kimball High School (KHS) HOSA: Future Health Professionals, Student Members and Advisors to Participate in the California State Leadership Conference in Long Beach, California, April 1-5, 2020
	<b>13.3</b>	<b>Human Resources:</b>
	<b>13.3.1</b>	Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
	<b>13.3.2</b>	Approve Classified, Certificated and/or Management Employment
<b>Action Items:</b>	<b>14.1</b>	<b>Administrative &amp; Business Services:</b>
	<b>14.1.1</b>	Approve a Pool of Lease-Leaseback Contractors for Future Projects; and, Approve the Release of a Request for Proposals for the North School Modernization <b>Action:</b> As amended. Abercrombie, Costa. <b>Vote:</b> Yes-7; No-0.
	<b>14.1.2</b>	Adopt Resolution No. 19-16 to Excuse Meeting Absence of Board



Member

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

**14.2 Educational Services:**

**14.2.1** Approve Adoption of Instructional Materials for Integrated Animal Science

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

**14.2.2** Approve Adoption of Instructional Materials for Advanced Placement Psychology

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

**14.2.3** Approve Adoption of Instructional Materials for History-Social Science Grades K-5

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

**14.2.4** Approve Adoption of Instructional Materials for International Baccalaureate Environmental Systems and Societies

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

**14.3 Human Resources:**

**14.3.1** Approve Job Description and Salary for Coordinator of PreK-12 STEM

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

**Board Reports:**

Trustee Silcox commented that tonight's presentations reflect the work done and how we are moving forward. Trustee Souza thanked the schools for their presentations. Trustee Kaur thanked everyone for coming and for the presentations from schools. Trustee Alexander passed. Trustee Costa commented on one of the notebooks a student wrote about what awesome water tasted like. She and Trustee Silcox and attended and participated in the selection of contractors that we voted on tonight. They both enjoyed it. She is the board rep to the City Parks and Rec and urged everyone to provide input on what you want to see in the future. Go to the city's website and leave your input. They are currently looking at a nature park. Trustee Abercrombie thanked Catie Nasello from Hirsch for inviting him to the Kagan training. It was well received by teachers. Trustee Pekari also attended the Kagan training and thought it is a great program. He reminded everyone that next Wednesday, February 19 is the LCAP meeting at 6:00 pm.

**Superintendent Report:**

Dr. Stephens gave a shout out to Kevin Truong, a senior at Tracy High School who was the San Joaquin County Academic Decathlon Champion. That is outstanding! One of the programs we take pride in is the FEAST program at Tracy High. The long-time instructor retired, and our new instructor is doing a great job. We encourage everyone to attend.

**Adjourn 7:46 pm**

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Clerk

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Date





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** February 14, 2020  
**SUBJECT:** Receive Report on State Indicators

**BACKGROUND:** On Monday, December 9, 2019, the California School Dashboard provided an annual update to the public reflecting 2019 state and local indicator data. The Dashboard is the reporting system for California's new Multiple Measures Accountability System. The state's new accountability system includes both state and local indicators. The Dashboard displays the status (current performance), the change (difference from prior performance), and the performance level (color) for each state indicator. The District collected and analyzed data for the local indicators through the spring and fall of 2019. California provides an annual release of the Dashboard data in December.

**RATIONALE:** An informational report was provided to the Board January 22, 2019 on California's new accountability system and the California School Dashboard local indicator Data. The District must report to the Board annually on the state and local indicators. This report will provide an update on the District's progress on the state indicators: Priority 4: Pupil Achievement; Priority 5: Pupil Engagement; Priority 6: School Climate; and Priority 7: Course Access/8 Other Pupil Outcomes. This supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** There is no cost involved with this agenda item.

**RECOMMENDATION:** Receive Report on State Indicators.

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** February 14, 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**  
**February 25, 2020**  
**SUMMARY OF SERVICES**

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A. Vendor:	RGM Kramer, Inc.
Site:	Tracy High School – New Parking Lot
Item:	Amendment to Agreement – Exhibit E
Services:	Construction management services; assist with planning, design, bidding and project close-out for the new parking lot at Tracy High School.
Cost:	\$25,600.00 Not to Exceed
Project Funding:	State School Facilities Funds-Project Savings from Various Projects

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** February 25, 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  
FEBRUARY 25, 2020  
SUMMARY OF SERVICES**

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A. Vendor: Creative Alternatives, Inc.  
Sites: Special Education  
Item: Contract  
Services: Creative Alternatives will provide compensatory education services to Tracy Unified students with exceptional needs. The contract with Creative Alternatives was originally board approved December 17, 2019 with an anticipated expense of \$54,629.40. The need for services for two additional students has since been identified.  
Cost: Additional \$132,102.00, not to exceed \$186,731.40.  
Project Funding: 602 Special Education Funding

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B. Vendor: Point Quest  
Site: Special Education  
Item: Contract  
Services: Point Quest will provide compensatory education services to Tracy Unified students with exceptional needs. The contract with Point Quest was originally board approved August 13, 2019 with an anticipated expense of \$300,000.00. The need for services for one additional student has since been identified.  
Cost: Additional \$42,626.00, not to exceed \$342,626.00  
Project Funding: 602 Special Education Funding

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C. Vendor: D&D Security Resources, Inc.  
Sites: West High School -Library  
Item: Agreement - Ratify  
Services: Provided selected furnishings and equipment installation per PEPPM Piggy-back Contract #528899 (2019 Product Line Bid – California)  
Cost: \$139,729.83  
Project Funding: Unrestricted General Fund

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D. Vendor: VIRCO  
Site: Jacobson Elementary School-Computer Lab  
Item: Agreement - Ratify  
Services: Provided selected furnishings and equipment installation per US COMMUNITIES-2020 Contract R-TC-18004.  
Cost: \$10,857.71  
Project Funding: Unrestricted General Fund

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E. Vendor: Mobile Modular Management Corp.  
Site: Stein Continuation High School – Relocatable Classrooms  
Item: Lease Agreement - Ratify  
Services: Provided and install two (2) DSA approved relocatable classroom buildings.  
Cost: \$58,486.00/Inc. 3 Yr. Lease  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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F. Vendor: Mobile Modular Management Corp.  
Site: Stein Continuation High School – Relocatable Classrooms  
Item: Change Order #1 - Ratify  
Services: Contractor to install a service area in one (1) relocatable classroom building; which includes plumbing, sink, countertop & cabinets.  
Cost: \$4,442.00  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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G. Vendor: RGM Kramer, Inc.  
Site: Stein Continuation High School – Relocatable Classrooms  
Item: Amendment to Agreement – Exhibit E  
Services: Construction management services; assist with planning, design, bidding and project close-out for the two (2) relocatable classrooms being placed on campus.  
Cost: \$8,640.00 Not to Exceed  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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H. Vendor: RGM Kramer, Inc.  
Site: Tracy High School  
Item: Amendment to Agreement – Exhibit E  
Services: Construction management services; assist with planning, design, bidding and project close-out for the field renovation located in the stadium.  
Cost: \$27,840.00 Not to Exceed  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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I. Vendor: RGM Kramer, Inc.  
Site: Tracy High School & West High School  
Item: Amendment to Agreement – Exhibit E  
Services: Construction management services; assist with planning, design, bidding and project close-out for new scoreboards located in the Tracy High School Football Stadium and West High School – Baseball Field, Football Stadium and Pool area.  
Cost: \$8,960.00 Not to Exceed  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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J. Vendor: RGM Kramer, Inc.  
Site: Williams Middle School  
Item: Amendment to Agreement – Exhibit E  
Services: Construction management services; assist with planning, design, bidding and project close-out for the new hardware and keying project throughout the campus  
Cost: \$19,040.00 Not to Exceed  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** February 5, 2020  
**SUBJECT:** **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District**

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

Tracy High School:

1. Tracy Unified School District/Tracy High School: From WePay for the amount of \$7,218.26 (ck. #0020331936). This donation was made using the Snap Raise platform and it will benefit Tracy High School's boys basketball teams.
2. Tracy Unified School District/Tracy High School: From WePay for the amount of \$3,170.67 (ck. #0040306402). This donation will benefit Tracy High School's boys basketball teams.

West High School:

1. Tracy Unified School District/West High School: From West High Schools Associate Student Body for the amount of \$540.17 (ck. #10803). This donation will be used to purchase a GoPro Max camera for the West High School cross country team.

**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.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** February 13, 2020  
**SUBJECT:** Approve Out of State Travel for Director of Instructional Media Services and Curriculum to Attend the National Science Teaching Association in Boston, MA on March 31 – April 5, 2020

**BACKGROUND:** In 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.

TUSD must create curricular units, implement them, evaluate the implementation and outcomes, and disseminate this information to other districts in the United States. TUSD's STEM Project Co-Director meets in monthly distance meetings with the project's Federal Program Officer in US Ed. In this, Year 2, she has asked us to begin to network at state and national conferences to begin planning for dissemination.

The National Association of Science Teaching (NSTA) is a national association of science teachers, teacher educators, science organizations, and others who work to expand and strengthen science teaching in the United States. The annual conference brings together science educators to present workshops and reports of academic research to build the capacity of teachers, districts, and projects like *PreK-12 STEM* to support excellence in teaching. It also provides opportunities to network for TUSD's dissemination requirement.

**RATIONALE:** The District Director of Instructional Media Services and Curriculum is charged with leading *PreK-12 STEM* and planning and carrying out the required dissemination efforts. CTAC recommended that TUSD participate in this meeting to network with national science leadership. In addition, the conference will support sustainability efforts for science and STEM that are required in the final year of the Early

Implementation Initiative, the 2014-2020 WestEd grant that created the foundation for *PreK-12 STEM*.

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

**FUNDING:** The cost of this conference will not exceed \$3500 and will be paid through Early Implementation Initiative funds to support professional development and sustainability of science and STEM.

**RECOMMENDATION:** Approve Out of State Travel for Director of Instructional Media Services and Curriculum to Attend the National Science Teaching Association in Boston, MA on March 31 – April 5, 2020.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** February 12, 2020  
**SUBJECT:** Approve Agreement for Special Contract Services with Children's Book Author, Lisa Caprelli, at Bohn, Jacobson, & Central Elementary Schools for May 5-7, 2020

**BACKGROUND:** Lisa Caprelli is a children's book author who presently lives in Huntington Beach, California. She is the brand creator for a children's book series called Unicorn Jazz and Skip a Step for young students. She has taught at Long Beach State. She speaks to elementary and middle school students regularly during her author visits.

**RATIONALE:** Lisa Caprelli loves sharing her love of writing, reading, storytelling, singing, and imagination with elementary students during her author visits. Students at Bohn, Jacobson, and Central would have the opportunity to participate in a one-day author visit, full of activities facilitated by Lisa Caprelli. Her work supports STEM, a major focus in Tracy Unified School District. She also encourages social emotional learning and emotional intelligence. Her activities also encourage team-building and creates student excitement about literacy. Our focus this year at Jacobson has been on literacy, specifically writing. Mrs. Caprelli offers Group Writing Workshops as potential activities for students during her visits. Mrs. Caprelli is noted as an engaging, enthusiastic speaker. She is a member of the CSLA (California State Library Association). Additionally, she spoke at McKinley Elementary School earlier this year, and was received positively. Lastly, she is offering our schools a discounted rate. Typically, her author visits cost \$800. Due to three schools being interested in her visits, she is willing to reduce her rate to \$450 per day. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** These contracts are to be paid with site, categorical, and targeted funds. Mrs. Caprelli is charging \$450 per day, not to exceed a total of \$1350.00. Bohn Elementary School will pay \$150 from Title I funds and \$300 from FARM funds. Jacobson Elementary School will pay \$450 from targeted funds. Central Elementary School will pay \$450 from Title I funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Children's Book Author, Lisa Caprelli, at Bohn, Jacobson, & Central Elementary Schools for May 5-7, 2020.

**Prepared by:** Derek Sprecksel, Assistant Principal, Jacobson Elementary School

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Lisa Caprelli, 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: Lisa will visit students at Jacobson, Bohn, and Central Elementary Schools on May 5-7, 2020, and will provide group writing workshops to all age levels. She will provide activities and workshops that encourage STEM learning as well as emotional intelligence. Her activities encourage team building and student excitement about literacy.

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 3 ( ) | **HOURS** | ☒ **DAYS**, under the terms of this agreement at the following location JES, BES, & CES.

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

- a. District shall pay \$ 450 per | **HOUR** | ☒ **DAY** | **FLAT RATE**, not to exceed a total of \$ 1,350. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | ☐ **SHALL** | ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a | **MONTHLY PROGRESS BASIS** | ☒ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on May 5, 2020, and shall terminate on May 7, 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, Derek Sprecksel, at (214) 830-3315 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide 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:** February 12, 2020  
**SUBJECT:** **Approve Agreement for Special Contract Services between Tracy Unified School District and the Delta Sigma Theta Sorority, Inc. to provide the Young Women's Empowerment Day Conference at Kimball High School on March 28, 2020**

**BACKGROUND:** Since 2007, Delta Sigma Theta Sorority, Inc. has partnered with Tracy Unified School District schools to provide free young women's empowerment conferences to benefit students in middle to high school. The partnership has been accomplished through an agreement that leverages the resources and services from Delta Sigma Theta Sorority, Inc. with the facilities and resources of the school district.

**RATIONALE:** The purpose of the request is to establish a co-partnership between Delta Sigma Theta Sorority, Inc. and John C. Kimball High School to provide the 2020 Young Women's Empowerment Day Conference, which will be held on March 28, 2020, at Kimball High School. The 14<sup>th</sup> annual 2020 conference, Embracing the Me, I am Meant to Be, is geared toward young women between the ages of 13-18. The conference will include a keynote speaker, professionally developed break out workshops, breakfast, lunch, and souvenirs. The purpose of the conference is to support and provide young women in middle school and high school with information related to life skills, healthy relationships, safety, college preparation, and techniques to build self-confidence. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational, and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** There will be no cost to the District. Delta Sigma Theta Sorority, Inc. will cover the cost of all speakers, food, beverages, souvenirs, marketing and organizational staff. Kimball High School will cover Administration and Custodial staff with School Event Custodial and Security Site funding.

**RECOMMENDATION:** Approve Agreement for Special Contract Services between Tracy Unified School District and the Delta Sigma Theta Sorority, Inc. to provide the Young Women's Empowerment Day Conference at Kimball High School on March 28, 2020.

**Prepared By:** Ben Keller, Principal, Kimball High School.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Delta Sigma Theta Sorority, 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: Young Women's Empowerment Day Conference, March 28, 2020.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

4. The terms of the agreement shall commence on March 28, 2020, and shall terminate on March 29, 2020.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Ben Keller, at (209) 832-6600 ext. 4010 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [☒] **WILL** [☐] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

#### AGREED:

Contractor Signature	Title
<hr/>	
IRS Identification Number	
Shalesha Richardson, Community Projects Chair	
<hr/>	
Title	
P.O. Box 1240	
<hr/>	
Address	
Tracy, CA 95378	
<hr/>	
(209) 815-4044	
<hr/>	

Tracy Unified School District
<hr/>
Date
<hr/>
Account Number to be Charged
<hr/>
Department/Site Approval
<hr/>
Budget Approval
<hr/>
Date Approved by the Board
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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** February 12, 2020  
**SUBJECT:** **Approve *Every 15 Minutes* to be conducted at Kimball High School on March 12-13, 2020. Approve Overnight Travel for Twenty Students and Four Advisors from Kimball High School to participate in the California Highway Patrol's *Every 15 Minutes* Program on March 12 -13, 2020**

**BACKGROUND:** The California Highway Patrol (CHP) in conjunction with the Department of Alcohol Beverage Control and the Office of Traffic Safety is taking a proactive step in educating local high school students about making mature decisions when alcoholic beverages are involved. There is one alcohol-related traffic fatality in the United States every fifteen minutes. *Every 15 Minutes* is a program that challenges high school students to think about drinking, driving, personal safety and the responsibility of making decisions when lives are involved.

**RATIONALE:** Twenty (20) Kimball High School (KHS) students exhibiting leadership skills have been selected to participate in this event. Every 15 minutes, one student will be escorted out of class by the "grim reaper" and sequestered on campus. All seniors from KHS will also participate in a simulated traffic collision at Kimball High School. Participating vendors include: CHP, Tracy Police Department, AMR, Hotchkiss Mortuary, Tracy Fire Department, Entourage Events SF, and KMVT 15 Silicon Valley Media.

After school, the students and four certificated staff members from KHS, along with chaperones from the CHP will accompany students to the Hampton Inn in Lathrop. There they will participate in counseling and seminars about their experiences. The KHS students and staff will be transported by a District bus/van from school to the hotel and return the following day for an assembly. This activity meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational, and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The entire cost for set up, drama presentation, meals, supervision, substitutes, accommodations and miscellaneous items will be paid by the CHP State Grant, specifically for this purpose. No District expenditure. CHP State Grant - \$8,500.

**RECOMMENDATION:** Approve *Every 15 Minutes* to be conducted at Kimball High School on March 12-13, 2020. Approve Overnight Travel for Twenty Students and Four Advisors from Kimball High School to participate in the California Highway Patrol's *Every 15 Minutes* Program on March 12 -13, 2020.

**SHORT FORM CONTRACT****(For agreements up to \$9,999.99)**

STD. 210 (Revised 1/2013)

CHP CONTRACT NUMBER

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

19C061118-0

94-1055500

REGISTRATION NUMBER

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
**SUBMIT CONTRACT AND INVOICES TO:**

California Highway Patrol  
 Research and Planning Section; ATTN: Denise Tapia  
 P. O. Box 942898  
 Sacramento, CA 94298-0001

**FOR STATE USE ONLY**

STD. 204 ☒ N/A ☐ ON FILE ☐ ATTACHED ☐ CERTIFIED SMALL BUSINESS  
 CCCs ☒ N/A ☐ ON FILE ☐ ATTACHED ☐ CERTIFICATE NUMBER  
☐ DVBE % ☒ N/A ☐ GFE  
☐ Late reason \_\_\_\_\_  
☐ Public Works Contractor's License \_\_\_\_\_  
☒ Exempt from bidding SCM 5.80 B.3.b

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the State.

California Highway Patrol

CONTRACTOR'S NAME, hereafter called the Contractor.

John C Kimball High School

2. The agreement term is from 1/1/2020 or upon approval, whichever is later, to 6/30/20203. The maximum amount payable is \$ 8,500.00 pursuant to the following charges:

Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ \_\_\_\_\_ (Attach list if applicable.)

4. Payment Terms (*Note: All payments are in arrears.*) ☒ ONE TIME PAYMENT (*Lump sum*) ☐ MONTHLY ☐ QUARTERLY  
☒ ITEMIZED INVOICE ☒ OTHER Contractor will invoice using the Agency Contract Claim for Reimbursement, Exhibit B

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (*Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.*)

☒ ADDITIONAL PAGES ATTACHED

a. Contractor agrees to implement the Every 15 Minutes (E15M) program as outlined in Exhibit A, Program Specifications.

b. The proposed dates of the program are March 11-12, 2020.

c. THE CHP REPRESENTATIVE CONTACT INFORMATION IS:

DENISE TAPIA, RESEARCH AND PLANNING SECTION: (916) 843-3351 OR [DTAPIA@CHP.CA.GOV](mailto:DTAPIA@CHP.CA.GOV)

d. CHP reserves the right to cancel this agreement within thirty (30) days with prior written notice.

EXHIBITS (*Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.*)☒ GTC\* 610 ☐ GIA\* \_\_\_\_\_ \*If not attached, view at <http://www.ols.dgs.ca.gov/Standard%20Language/default.htm>.☒ Other Exhibits (*List*) Exhibit A - Program Specifications, Exhibit B - Reimbursement Claim

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY NAME		CONTRACTOR'S NAME ( <i>If other than an individual, state whether a corporation, partnership, etc.</i> )	
California Highway Patrol		John C Kimball High School	
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED
	1-21-2020		1-2-20
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING	
Patricia Gamoning, Procurement Manager		Tyler Mullen Sr. Teacher / E-15 Coordinator	
ADDRESS		ADDRESS	
P.O. Box 942898, Sacramento, CA 94298-0001		3200 Jaguar Run Tracy, CA 95337	
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER
MV Acct State Trans	2720-001-0044	19/20	29 23
		STATUTE	OBJECT CODE
		18 2019	27203061-5301050-2050010137

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF CHP ACCOUNTING OFFICER

DATE SIGNED



1-16-20



## EVERY 15 MINUTES

### A. INTRODUCTION

1. Contractor agrees to implement the *Every 15 Minutes* program, a two-day program focusing on teenagers challenging them to think about drinking and drugged driving, personal safety, and the responsibility of making mature decisions and the impact their decisions have on family, friends, their community, and many others.
2. This contract may be terminated prior to the expiration date by either party upon thirty (30) days prior written notice. If at any time the Contractor should cease to perform the services specified herein, the contract is deemed to be terminated. No penalty shall accrue to either party because of contract termination. All work performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement. Any Contractor making a claim for reimbursement as a result of early termination must indicate their intent upon cancellation and shall submit their claim for reimbursement within 30 days of written cancellation.

### B. PROCEDURES

1. Contractor agrees to follow the standard outline of the *Every 15 Minutes* program, as laid out in the *Every 15 Minutes* Procedural Manual. The overall program and guidelines presented within the procedural manual should be followed as closely as possible in order to maintain the integrity and consistency of the program. Major deviations from the procedural manual, adding to or changing the impaired driving education message of the program (including, but not limited to, adding information related to distracted driving, etc.), could result in a reduction in reimbursement or an inability of the California Highway Patrol to provide any reimbursement when the final claim is paid.

The *Every 15 Minutes* Procedural Manual, as well as other important documents and information regarding the *Every 15 Minutes* program that shall be used during the course of the program, can be located at [www.chp.ca.gov](http://www.chp.ca.gov).

2. Contractor agrees to use the following standard language in all press, media, and printed materials: "*Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.*"
3. Contractor agrees to work in cooperation with the assigned representative from the local California Highway Patrol Office (normally the Public Information Officer) during the planning process. The local California Highway Patrol officer shall be the Contractor's primary point of contact shall be included in all planning and committee meetings; as well as the entire Day 1 and 2 activities, to include the overnight retreat.
4. A representative from the California Highway Patrol shall attempt to attend each planning meeting (student, parent, and core group committee) during the course of the program planning process. In addition, a representative from the California Highway Patrol shall be present on Day 1 of the program for the crash scene, removal of students from class,

participate in the coordination of other first responders, etc., as well as attend and/or assist in chaperoning the retreat(s). Additionally, a minimum of at least one representative from the California Highway Patrol shall attend the Day 2 assembly.

5. The Contractor shall assign no less than two students from the high school student body to program committee(s) for participation in the organization and planning of the *Every 15 Minutes* program at the subject school. Students selected to serve on the program committee(s) should not also be selected as crash victims/living dead participants during Day 1 and 2 program activities.
6. Contractor shall provide a copy of this contract to the on-site program coordinator in order to ensure the terms and conditions of this contract are met and followed throughout the course of planning.

### C. TERMS AND CONDITIONS

1. Contractor agrees to maintain all records and other evidence pertaining to costs incurred and work performed thereunder and shall make them available at the Contractor's California office during the contract period and thereafter for a period of three years from the date of receipt of final payment of federal funds.
2. The federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) The copyright in any work developed under a grant, sub grant, or contract under a grant or sub grant; and (b) Any rights of copyright to which a grantee, sub grantee or a contractor purchases ownership with grant support.
3. Contractor shall not assign or transfer interest in this contract without the prior written approval from the California Highway Patrol and the Office of Traffic Safety.
4. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing, signed by the parties hereto, and approved by all necessary parties.
5. The Contractor shall function as the prime contractor of this contract and shall manage the performance of any subcontractors. Contractor shall enter into subcontracts contingent upon the California Highway Patrol and Office of Traffic Safety approval. The Contractor shall be responsible for establishing and maintaining contractual agreements with, and the reimbursement of, each subcontractor for work performed in accordance with the terms of this contract.

All subcontracts entered into pursuant to this contract shall be subject to examination and audit by the Contractor, the California Highway Patrol, the Office of Traffic Safety, and/or the National Highway Traffic Safety Administration, or their designated representatives, for a minimum of three years after final payment. Each subcontract to which the California Highway Patrol and Office of Traffic Safety have consented shall contain a provision that further assignments shall not be made to any third or subsequent

tier subcontractor without additional written consent of the California Highway Patrol and Office of Traffic Safety.

6. Contractor, and any subcontractors, agree to abide by the General Terms, Conditions, and Certifications contained in the Office of Traffic Safety Grant Program Manual, Chapter 6, Exhibit 6-A, all of which by reference herein shall be made a part of this contract. The General Terms, Conditions, and Certifications are available online at [www.ots.ca.gov](http://www.ots.ca.gov).

#### **D. FUNDING**

1. For the purposes of this specific contract, Contractor recognizes that funding for the Every 15 Minutes program is contingent on the California Highway Patrol receiving funding from the Office of Traffic Safety.
2. Payment shall be made from funds appropriated to the California Highway Patrol and are subject to the fiscal procedures of the State of California. The maximum amount payable under this contract shall not exceed eight thousand, five hundred dollars (\$8,500.00).

#### **E. EXPENSES**

1. The following is a list of costs eligible for reimbursement:
  - Materials and supplies necessary to implement the Every 15 Minutes program, including but not limited to;
    - Paper and/or printing costs necessary for reproduction of the assembly program,
    - Office supplies reasonable and necessary for use during the course of the program activities only,
    - Supplies to make headstones and/or obituaries,
    - Flowers for the Day 2 assembly, or "funeral,"
    - Makeup for the living dead/crash victims,
    - Stamps/postage (excluding costs of overnight shipping charges).
  - Blank DVDs/flash drives
    - Reimbursement will be provided for purchase of DVDs/flash drives as necessary to disseminate the video to the program participants only.
  - Rental of sound/audio/video equipment and/or vendors necessary to produce the program video or amplified sound during the crash scene and/or assembly.
    - ***We strongly encourage student produced videos for the purposes of this program.*** School-run media/audio classes may rent equipment needed to assist them in the production of the program video, or to provide sound during the program, if needed.
  - Rental of bleachers or chairs for viewing of the crash scene and/or assembly.

- The cost for motivational/guest speakers
  - Reimbursement for motivational/guest speaker shall not exceed \$1,000 per speaker, to include all charges and services associated with speaking during the program, including travel.
  - Any motivational/guest speaker hired to perform services during a multi-school program (i.e.: two or more schools who have joined together to implement a program collaboratively) will still only be reimbursed for charges up to the allowable amount (\$1,000). Speaker will not be reimbursed for speaking fees per each individual school and/or contract.
    - Any speaker requesting reimbursement for travel expenses shall provide an itemized invoice listing all travel charges, and will be reimbursed at the current state rates.
    - Reimbursement will not be provided for out of state travel.
    - For a list of the current state lodging rates, please visit the Department of Human Resources website, [www.calhr.ca.gov](http://www.calhr.ca.gov).
- Lodging for the student retreat
  - Lodging will be reimbursed for Day 1 and 2 of the program only. Any lodging costs incurred outside of Day 1 and 2 of the program, by either students or program coordinators, will not be eligible for reimbursement.
  - Lodging will be reimbursed at the current state rate pertaining to the retreat location, plus any applicable taxes. Any costs exceeding current state lodging rates will not be reimbursed. For a list of the current state lodging rates, please visit the Department of Human Resources website, [www.calhr.ca.gov](http://www.calhr.ca.gov).
- Transportation (buses or vans)
  - Transportation for students and adult chaperones to/from the overnight retreat.
  - Transportation will be reimbursed for Day 1 and 2 of the program only. Any transportation costs incurred outside of Day 1 and 2 of the program, by either students or program coordinators, will not be eligible for reimbursement.
- Thank you cards, plaques, etc. for donors and community supporters
  - Reimbursement of thank you cards, plaques, etc. shall not exceed \$100, to include all charges and services associated with the items.
    - The California Highway Patrol provides a free, downloadable "Certificate of Appreciation" available at no cost to the Contractor. The certificate can be used in place of purchasing thank you cards and/or plaques.
    - To view the certificate, please visit our website [www.chp.ca.gov](http://www.chp.ca.gov).
- Contractor agrees additional costs not listed above may be allowable upon prior written approval from the California Highway Patrol and Office of Traffic Safety. If a questionable cost may be incurred, Contractor agrees to contact the California Highway Patrol, in writing, requesting prior approval for the expenditure.

2. The following is a list of costs not eligible for reimbursement:

- Duplication of services
  - Reimbursement will not be provided for services rendered which are a duplication of the responsibilities of state, county, and city law enforcement, including the California Highway Patrol, the school, fire department, emergency medical responders, coroner/local mortuary, hospital, chaplains, counselors, or other community groups/ agencies as listed in the Every 15 Minutes Procedural Manual. This program is a community based effort, encouraging members of the community to volunteer time, services, and resources for the common goal of educating teenagers.
- Purchase of t-shirts, sweatshirts, shorts, or any other type of clothing or costume for the program participants, coordinators, or outside resources/agencies.
  - Printing and/or design charges on t-shirts or other clothing items.
- Purchase of sound/audio/video equipment, including, but not limited to; computers, microphones, projectors and screens, cameras/camcorders, batteries, tripods, external hard drives, SD cards, phones, televisions, DVD players, iPods/iPads, etc.
- Promotional items, including, but not limited to; lanyards, banners/posters, key chains, bags/backpacks, bracelets, rulers, pencils/pens, balloons, coffee cups, bumper stickers, and stationery.
- Food/beverages
  - Meals or food items of any kind. This includes beverage items such as coffee, bottled water, soda, juice, or any other beverages.
- Paper products including, but not limited to, plates, utensils, cups, napkins, tablecloths (paper or fabric), or any other paper products.
- Flash bang devices.
- Tarps.
- Fatal Vision goggles.
- Permits costs for street closures.
- Salary and/or overtime (i.e., substitute teachers, personnel at allied agencies, etc.).
- Administrative costs
  - Reimbursement will not be provided for any administrative and/or indirect costs incurred associated with the preparation of reports, documents, etc., generated as a result of grant required paperwork.

- Tips/Gratuities
    - Any tip(s) provided by the Contractor to vendors, sub-contractors, for services received, etc., are made at the discretion of the Contractor and are not reimbursable under this grant.
  - Insurance fees, including supplemental insurance policies or facility rental insurance.
  - Parking fees, including charges for parking permits, tolls, or bridges.
  - Entertainment.
    - Costs of amusement, social activities, and any costs directly associated with such activities (i.e., tickets to shows or sporting events, lodging, rental of facilities, transportation to/from, and gratuities).
  - Toys and/or games.
  - Music
    - Reimbursement will not be provided for the purchase of music (online, streaming fees, physical copy, etc.), gift cards (i.e., iTunes gift cards), music rights fees, or any other costs/fees associated with purchasing music for the purposes of the program.
  - Fees for webpage costs, domain names, hashtags, social media filters, or any other online personalized purchases.
  - Program Advertising. Costs of billboard space, radio/television air time, and newspaper/magazine advertisement (including articles/ads of appreciation to supporters of the program) for program-related messages and activities.
  - Cost of overnight or courier mail service.
  - Contributions and donations, including cash, property, and services to others, regardless of the recipient.
  - Cost of fund-raising, including financial campaigns, solicitation of gifts, and similar expenses incurred to raise capital (such as selling the *Every 15 Minutes* program video) or obtaining contributions.
  - Scholarships.
  - Contest prizes and/or gifts (i.e., cash and/or gift certificates).
3. Only the costs as specified herein, are authorized for reimbursement by the California Highway Patrol to Contractor under this contract. Any other costs incurred by Contractor in the performance of this contract are the sole responsibility of the Contractor.

4. All items to be purchased under this contract are considered expendable and title to the items are vested to the local agency. No inventory controls are required except reporting of what was actually purchased. No non-expendable items, defined as having a unit cost of \$5,000 or more, are authorized for purchase under this contract.
5. If Contractor accepts monetary donations from Department of Alcoholic Beverage Control licensed establishments, liquor wholesalers, distributors, or manufacturers, NO display of alcoholic beverage brand logos or other brand identification is permitted.

#### F. REIMBURSEMENT

1. In order to be eligible for reimbursement, Contractor shall furnish a final report package to the California Highway Patrol within thirty (30) days after completion of the *Every 15 Minutes* program. If the reimbursement package is not submitted as stated above, the agreement may be cancelled and any request for reimbursement may be denied.
2. Contractor understands in order to be eligible for reimbursement costs incurred and claimed must be necessary and reasonable for proper implementation of the program, be incurred after the effective date of the contract and on or before the contract termination date, and cannot result in a profit or other increment to the contracting agency.
3. Payment of approved reimbursable costs shall be made in arrears, on a one-time basis. Payment to the Contractor shall be made within 45 days of the California Highway Patrol's approval of invoices, however, no late payment or interest penalties are applicable to payments not made within this time period.
4. In order to be eligible for reimbursement, the reimbursement package shall consist of all the following items. The reimbursement package will be considered incomplete if all of the below materials are not submitted:
  - A written, final report by the Contractor on Contractor's official letterhead
    - The final report shall be at least one page in length and consist of an overview of the entire program, from the planning stages through the debriefing process, as well as a final conclusion.
  - Additional materials shall include all of the following items:
    - Program operational plan,
    - Letters sent from school to parents/students/community,
    - Day 2 assembly program
    - Copies of any newspaper or online articles that were published,
    - Pictures,
    - Press release (if issued),
    - Program video (physical copy submitted on video or flash drive; an online link will not be accepted),
    - Any other materials you feel will highlight your program.
  - Agency Contract Claim for Reimbursement (see page 9).
    - Copies of all invoices/receipts being claimed for reimbursement



5. The reimbursement packet will be considered incomplete if all requested documents and materials are not submitted concurrently. Contractor understands untimely submission of reimbursement claims may result in loss or reduction of grant funding.
6. The California Highway Patrol may delete from Contractor's invoice any amount claimed by Contractor if the Department determines the expense to be inappropriate or excessive, or violates any other provisions of the contract.
7. Contractor agrees to refund to the California Highway Patrol any amounts claimed for reimbursement and paid to Contractor that are later disallowed by the California Highway Patrol, or other official auditor, after audit or inspection of records maintained by the Contractor.
8. All invoices and correspondence are to be mailed in accordance with the applicable instructions. Costs incidental to the report's preparation or delivery that are incurred subsequent to the termination date of the contract are not allowable.

- 1) Provide an itemized listing of all reimbursable expenses. An attached spreadsheet will not be accepted.
- 2) All invoices/receipts must be legible, printed single sided, and show a valid date. If a receipt is less than 8-1/2" x 11", affix receipt to paper with clear tape or paperclip. **DO NOT USE STAPLES**
- 3) Sign below where indicated. A reimbursement cannot be made without an original signature.
- 4) Return this form, along with all other required items per your contract, to:  
California Highway Patrol, 061-Every 15 Minutes Program, PO Box 942898, Sacramento, CA 94298-0001

ITEMIZED LISTING OF EXPENSES:	AMOUNT:
TOTAL REIMBURSEMENT (not to exceed \$8,500)	

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** January 30, 2020  
**SUBJECT:** **Approve Agreement for Special Contract Services between TUSD and World of Wonders on Wheels (W.O.W.) to Provide Three Day of STEM In-House Field Study Trips to South/West Park Students on Site in Tracy, CA, on March 19, 2020; May 12, 2020 and May 14, 2020**

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

**RATIONALE:** STEM field experiences and enrichment opportunities are no longer limited to traditional science experiments. STEM in-house field study trips are interactive, engaging, and bring classroom concepts to life for students. This kind of engagement helps students to see how professionals use STEM each day, and it also prompts our students to consider STEM for their own future. This aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** Presentation, materials, and transportation fees will cost a total of \$1735.00. South/West Park Elementary School will pay the cost using site Title I funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services between TUSD and World of Wonders on Wheels (W.O.W.) to Provide Three Days of STEM In-House Field Study Trips to South/West Park Students on Site in Tracy, CA, on March 19, 2020; May 12, 2020 and May 14, 2020.

**Prepared by:** Ramona Soto-Barajas, South/West Park Elementary Principal.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and World of Wonders on Wheels, 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 Three Days of STEM In-House Field Study Trips to South/West Park Students on Site in Tracy. On March 19, 2020 WOW staff will present to our Second Grade classes the Bubble Wonder presentation. On May 12th and May 14th, WOW staff will present to our Thrd Grade classes the Scientlfc Measurement presentation. Travel fees at \$0.75 are included in the total cost of \$1,735.00

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of Three ( ) [ ] HOURS [x] DAYS, under the terms of this agreement at the following location 500 ML Diablo Avenue, Tracy.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$1,735.00 per [ ] HOUR [ ] DAY [x] FLAT RATE, not to exceed a total of \$1,735.00. 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 for the term of this agreement.
  - c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [x] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on March 19, 2020, and shall terminate on May 14, 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, Ramona Soto-Barajas, at (209) 830-3335 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

Department/Site Approval

Budget Approval

Date Approved by the Board



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** February 14, 2020  
**SUBJECT:** **Approve Overnight Travel for West High Track Team and Coaches to Attend the Arcadia Invitational, in Arcadia California, April 9-12, 2020**

**BACKGROUND:** Arcadia Invitational is the number one High School track meet in the Nation. All athletes must qualify to receive an invitation to this event and only the best athletes in the United States are eligible to compete in Arcadia. College and Olympic coaches attend this meet scouting for talent to enhance their programs, so the exposure for our athletes is substantial. Coaches TJ Williams and Theresa James, will chaperone and transport 12 student athletes (6 girls and 6 boys), to the event in Tracy Unified School District vans. The team will leave West High after school on April 9<sup>th</sup> and return on April 12, 2020. No school will be missed as Easter Break begins on Friday, April 10<sup>th</sup>. Students and chaperones will stay at the Embassy Suites, 211 Huntington Dr. Arcadia, 91006: 626-445-8525.

**RATIONALE:** The West High Track Team works hard throughout the year going to various qualifying track meets. As they compete and win, they advance. The Arcadia Invitational Track meet is a very prestigious State competition and West High is extremely honored to be a part of such an acknowledged and special event. This meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** Estimated Costs are \$145.00 per person. The track team will host fundraising opportunities to cover the cost of their shared lodging and meals. The West High Athletic Department will pay and/or reimburse entry fees, gas and track related expenses upon presentation of receipts. There will be no cost to Tracy Unified School District.

**RECOMMENDATION:** Approve Overnight Travel for West High Track Team and Coaches to Attend the Arcadia Invitational, in Arcadia California, April 9-12, 2020.

**PREPARED BY:** Dr. Zachary Boswell, West High Principal.



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** February 13, 2020  
**SUBJECT:** **Approve the Discard of Obsolete Instructional Media Center Materials**

**BACKGROUND:** After new instructional materials adoptions approved by the Board have been purchased and implemented, Instructional Media Services withdraws the replaced, obsolete materials from the sites and the Instructional Media Center (IMC) collection and holds a public discard. The IMC has obsolete materials used to teach Advanced Placement Psychology, International Baccalaureate Environmental Systems and Societies, and K-5 History-Social Science. The IMC makes all materials available free to the public for three days, then arranges for the recycling of all materials not claimed by the public. A search for recyclers to purchase these materials for pulp was unsuccessful; there is no market for this material. Secondary Fiber of Hayward will pick up, remove, and recycle the materials from the TUSD Warehouse at a low cost to the District.

**RATIONALE:** Board Policy 3270 allows for the removal of instructional materials that have been replaced by more recent versions or editions of the same material and are of no foreseeable value in other instructional areas. Education Code 60530 allows districts to sell obsolete instructional materials for recycling into paper pulp. This Agenda request supports District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The value of the obsolete instructional materials is difficult to assess, but there is no market for these materials. The cost to discard these materials should be less than \$100 per pick-up site. Funding provided from District Funds 01-0000-0-0000-2420-4300-800-9222.

**RECOMMENDATION:** Approve the Discard of Obsolete Instructional Media Center Materials.

**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:** February 19, 2020  
**SUBJECT:** **Approve Out of State Travel for District Staff to Present At and Attend the Model Schools Conference by the International Center for Leadership in Education in Orlando, Florida, June 27-July 2, 2020**

**BACKGROUND:** The Tracy Unified School District has been selected and named a 2020 Innovative Model School District by the International Center for Leadership in Education (ICLE). The District is being recognized for the work we have done to implement Rigor, Relevance and Relationships for instructional improvement across the school district over the past 3 years. ICLE invites schools and districts that are seeing rapid improvement to showcase their journeys, share their best practices, and inspire Model School Conference attendees.

ICLE states the following, “Model Schools aren’t necessarily the highest ranked in the state. Rather, Model Schools are those that are experiencing rapid growth in student achievement; schools that are deliberately working to shift the culture to one of high expectations for ALL students; or schools that are working through challenges such as high poverty rates, large populations of English learners, or an unsettling number of homeless students and are beating the odds. They are also the “good” schools making strides toward greatness. But most importantly, they are the schools that are providing a safe and trusting environment where a love for learning is fostered every day.”

ICLE “uses specific qualities and criteria in the schools and districts they honor each year. Model Schools and Innovative Districts recognize the need for change, collectively establish a vision, and systematically work together to create a learning environment that enables students of all abilities to thrive. They focus on leveraging individual data to make instructional decisions and personalize instruction; balance rigor and relevance in interdisciplinary learning; and create equity, access, and opportunities for all.”

The District will send a team of four staff to present the District’s Rigor, Relevance and Relationship journey to improve instruction and student outcomes at the Model Schools Conference June 27-July 2, 2020 in Orlando, Florida. We are very proud of our teachers and administrators for their continued work to implement Rigor, Relevance and Relationships for instructional improvement across the school district.

**RATIONALE:** The International Center for Leadership in Education (ICLE), a division of Houghton Mifflin Harcourt (HMH) partnered with the District to provide staff development beginning in 2014 with the Rigorous Curriculum Design (RCD) process. During the 2017-2018, 2018-2019 and 2019-2020 school years, the District partnered with them to provide professional development in the Rigor/Relevance Framework to District and site administrators and teachers. Through a comprehensive and blended approach, ICLE continues to support our implementation of the California Standards through a series of courses and coaching to fit our leadership needs, as well as the context of the District. The implementation process is supported by an online tool, accessible by both Administrators and ICLE Leadership Consultants, where school-specific data is collected, goals are set, and progress is monitored to continue to build effective instructional leaders, capable

of unlocking the instructional power of each teacher and, in turn, the learning potential of all students. This agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; 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:** HMH/ICLE will pay for the cost of attending the conference. The District will pay for hotel, airfare, airport parking/transportation, mileage and meals not to exceed \$11,200.00 and will be paid by District Carryover Title II funds.

**RECOMMENDATION:** Approve Out of State Travel for District Staff to Present At and Attend the Model Schools Conference by the International Center for Leadership in Education in Orlando, Florida, June 27-July 2, 2020.

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** February 13, 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>
Doyle, David Assistant Principal	Monte Vista	6/30/2020	Accepted Assistant Principal Position At Kimball High
Pecot, Robert Director of Student Services	DEC	6/30/2020	Accepted Associate Superintendent of Business Services Position
Sprecksel, Derek Assistant Principal	Jacobson & Villalovoz	6/30/2020	Accepted Jacobson Principal Position

**BACKGROUND:**

**MANAGEMENT/CLASSIFIED  
CONFIDENTIAL RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Goodall, Dr. Casey Associate Superintendent for Business Services	DEC	07/08/2020

**BACKGROUND:**

**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Erickson, Jeff Biology	WHS	05/25/2020	Personal

**BACKGROUND:**

**CERTIFICATED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Demsher, Paul Special Education	THS	5/30/2020	Retirement
Raco, Ellen Biology	THS	6/2/2020	Retirement
Raco, Joseph Mathematics	WHS	5/24/2020	Retirement

**BACKGROUND:**

**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Cabanova-Chapman, Lourdes School Supervision Assist.	Central	2/10/2020	Accepted a 1.25/hour per day SSA position
Cull, Elizabeth School Supervision Assist.	Kelly	2/10/2020	Accepted a Para Ed I position at Kelly
Huber, Maria (Sonia) Parent Liaison	North School	2/22/2020	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 for Human Resources  
**DATE:** February 13, 2020  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Doyle, David

Pecot, Robert

Sprecksel, Derek

## MANAGEMENT/CLASSIFIED CONFIDENTIAL

Assistant Principal (Replacement)  
Kimball High School  
LME Class 54, Step E; \$138,699.00  
Funding: General Fund  
Effective: July 1, 2020

Associate Superintendent for Business  
Services (Replacement)  
LME Class 63, Step D - \$162,670.00  
Funding: General Fund  
Effective: July 1, 2020

Principal (Replacement)  
Jacobson Elementary  
LME Class 54, Step D; \$128,475.00  
Funding: General Fund  
Effective: July 1, 2020

## BACKGROUND:

Arsanis, Moraima

Borden, Amber

## CLASSIFIED

School Supervision Assistant (New)  
South/West Park School  
Range 21, Step C - \$15.93 per hour  
35 minutes per day  
Funding: General Fund

Food Service Worker (New)  
North Elementary School  
Range 22, Step A - \$14.85 per hour  
2.5 hours per day  
Funding: Child Nutrition – School Program

Cabanova-Chapman, Lourdes	School Supervision Assistant (New) Central Elementary School Range 21, Step E - \$17.44 per hour 1.25 hours per day Funding: General Fund
Calma, Monica	School Supervision Assistant (Replacement) McKinley Elementary School Range 21, Step A - \$14.53 per hour 1.5 hours per day Funding: General Fund
Cull, Elizabeth	Para Educator I (Replacement) George Kelly School Range 24, Step D - \$17.87 per hour 3 hours per day Funding: Targeted SES
Quarbani, Haidee	Special Ed Para Ed I (Replacement) West High School Range 24, Step C - \$17.07 per hour 6 hours per day Funding: Special Education
Serrano, Victoria	School Supervision Assistant (New) South/West Park School Range 21, Step C - \$15.93 per hour 40 minutes per day Funding: General Fund

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** February 17, 2020  
**SUBJECT:** Approve Resolution 19-17, Authorizing Reduction and Elimination of Particular Kinds of Service for the 2020-2021 School Year

**BACKGROUND:** Pursuant to Education Codes 44949, 44955, and 44951, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to reduce or discontinue particular kinds of services in order to reduce the number of certificated employees of the District.

**RATIONALE:** Reduction or discontinuance of particular kinds of service is needed to address staffing needs and budget concerns for the 2020-2021 school year.

**RECOMMENDATION:** Approve Resolution 19-17, Authorizing Reduction and Elimination of Particular Kinds of Service for the 2020-2021 School Year.

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



**TRACY UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 19-17**

**REDUCTION AND ELIMINATION  
OF PARTICULAR KINDS OF SERVICES  
FOR THE 2020-2021 SCHOOL YEAR**

**WHEREAS**, as a result of staffing and budget needs, the Board of Trustees of the Tracy Unified School District has determined that it shall be necessary to reduce the following particular kinds of certificated services of the District not later than the beginning of the 2020-2021 school year:



- a. Reduction of **1.6 Full Time Equivalent (FTE)** Middle School English Teaching Program;
- b. Reduction of **2.2 FTE** High School English Teaching Program;
- c. Reduction of **0.8 FTE** Middle School Mathematics Teaching Program;
- d. Reduction of **3.2 FTE** High School Mathematics Teaching Program;
- e. Reduction of **0.6 FTE** Middle School Social Science Teaching Program;
- f. Reduction of **3.0** High School Social Science Teaching Program;
- g. Reduction of **0.8** Middle School Science Teaching Program;
- h. Reduction of **5.2 FTE** High School Biology Teaching Program;
- i. Reduction of **1.8 FTE** High School Earth Science Teaching Program;
- j. Reduction of **0.2 FTE** Middle School Art Teaching Program;
- k. Reduction of **0.2 FTE** Middle School Music Teaching Program;
- l. Reduction of **0.4 FTE** High School Music Teaching Program;
- m. Reduction of **1.0 FTE** High School Business Teaching Program;
- n. Reduction of **0.2 FTE** High School Agriculture Teaching Program;
- o. Reduction of **0.2 FTE** High School Video Production Teaching Program;
- p. Reduction of **1.0 FTE** Middle School Physical Education Teaching Program;
- q. Reduction of **0.4 FTE** High School Physical Education Teaching Program;
- r. Reduction of **1.0 FTE** High School Spanish Teaching Program;
- s. Reduction of **0.2 FTE** High School CyberHigh Teaching Program;
- t. Reduction of **0.2 FTE** High School AVID Teaching Program;
- u. Reduction of **16.0 FTE** Elementary School Teaching Program

**WHEREAS**, the Board of Trustees has determined that each of the foregoing services constitutes a particular kind of service (PKS) within the meaning of Education Code section 44955;

**WHEREAS**, it is the opinion of the Board of Trustees that it is necessary by reason of the above reduction or elimination of particular kinds of services to eliminate 40.2 FTE

certificated positions in the District at the close of the current school year in accordance with Education Code section 44955; and

**WHEREAS**, this Board is authorized by Education Code section 44955(d) to deviate from terminating employees in order of seniority where the District demonstrates a specific need for personnel to teach a specific course or courses of study. Due to the specific need of the District to hire and retain fully credentialed teachers in core academic subject areas, the Superintendent and/or his designee is authorized to deviate from terminating certificated employees in order of seniority only in instances where the less senior employee possesses a currently valid intern, preliminary or clear California teaching credential and the more senior employee meets certification or licensing requirements solely on a Short-Term Staff Permit (STSP) or a Provisional Internship Permit (PIP).

**NOW, THEREFORE, BE IT RESOLVED** that it shall be necessary to terminate at the end of the 2019-2020 school year the employment of not more than 40.2 FTE certificated employees in the District as a result of the above reduction of services. Pursuant to Education Code sections 44949 and 44955 the Superintendent or his designated representative is directed to take all appropriate action needed, including the sending of appropriate notices to all employees whose positions shall be affected by virtue of this action.

**PASSED AND ADOPTED** by the Board of Trustees of the Tracy Unified School District on February 25, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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President  
Board of Trustees  
Tracy Unified School District

**ATTESTED:**

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

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Clerk  
Board of Trustees  
Tracy Unified School District



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** February 20, 2019  
**SUBJECT:** Adopt Resolution #19-18, Adopting the Competency Criteria in the Case of Certificated Reduction in Force for the 2020-2021 School Year

**BACKGROUND:** Pursuant to Education Codes 44949, 44955, and 44951, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to reduce or discontinue particular kinds of services in order to reduce the number of certificated employees of the District. In conjunction with that recommendation it is necessary to adopt criteria for determining if a certificated employee would have the competency to replace (Bump) another certificated employee out of their position.

**RATIONALE:** Reduction or discontinuance of particular kinds of services are needed to address staffing needs and budget concerns for the 2020-2021 school year and the District must have a way to ensure that when one certificated employee may potentially replace (bump) another certificated employee that they possess the necessary competency in order to provide adequate services.

**RECOMMENDATION:** Adopt Resolution #19-18, Adopting the Competency Criteria in the Case of Certificated Reduction in Force for the 2020-2021 School Year

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



**TRACY UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 19-18**

**COMPETENCY CRITERIA IN THE CASE OF  
CERTIFICATED REDUCTION IN FORCE  
FOR THE 2020-2021 SCHOOL YEAR**

**WHEREAS**, it appears that it will be necessary for the Tracy Unified School District to lay off certificated employees at the end of the 2019-2020 school year for the 2020-2021 school year; and

**WHEREAS**, the District is required to provide instruction to students who have limited English language proficiency; and

**WHEREAS**, the State has determined that in order to provide instruction to such students, teachers shall be specifically trained in appropriate techniques, which training is demonstrated by the teacher holding a BCLAD, CLAD, SB 2042, AB 1059, SB 395 or equivalent certificate; and

**WHEREAS**, approximately 25.6% of the students in the District are English Learners ("EL"), that is, students whose first language is not English; and

**WHEREAS**, to provide teachers for those classes containing EL students, there is a need for teachers throughout the District who are EL certified; and

**WHEREAS**, for the purposes of making assignments and reassignments of certificated employees for the District, a certificated employee shall be deemed to be competent to perform certificated services if he or she, in addition to the criteria described above, has a credential authorizing the service to be rendered and possesses a currently valid intern, preliminary or clear California teaching credential and not certification or licensing requirements solely on a Short-Term Staff Permit (STSP) or a Provisional Internship Permit (PIP).

**WHEREAS**, Education Code section 44911 provides that time served under a provisional credential cannot be used toward a teacher's gaining permanent status, and therefore acknowledges that there is a significant difference between a provisional or short term credential and a regular credential; and

**WHEREAS**, high school principals need to have the ability to assign teachers to teach the higher level courses within subject areas, and not every credential allows principals to make such assignments;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Tracy Unified School District that, for the purposes of making assignments and reassignments of certificated employees into and/or within teaching positions for the District to meet its obligations under Education Code section 44955, a certificated employee shall be deemed to be competent and qualified to perform the certificated teaching service if:

- a. He or she holds a BCLAD, CLAD, SB 2042, AB 1059, SB 395 or equivalent certification and training authorizing him/her to provide instruction to English Learners; and
- b. His or her credential authorizing the service to be provided is a regular credential, and not solely on a Short-Term Staff Permit (STSP) or a Provisional Internship Permit (PIP); and
- c. He or she has a single subject credential authorizing the full spectrum of courses within that subject area or has a credential authorizing the teaching of foundational-level courses in grades 9-12.

**PASSED AND ADOPTED** by the Board of Trustees of the Tracy Unified School District on February 25, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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President  
Board of Trustees  
Tracy Unified School District

**ATTESTED:**

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

---

Clerk  
Board of Trustees  
Tracy Unified School District



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** February 20, 2019  
**SUBJECT:** Adopt Resolution #19-19, Adopting the Tie-Breaking Criteria in the Case of Certificated Reduction in Force for the 2020-2021 School Year

**BACKGROUND:** Pursuant to Education Codes 44949, 44955, and 44951, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to reduce or discontinue particular kinds of services in order to reduce the number of certificated employees of the District. In conjunction with that recommendation it is necessary to adopt criteria for tie breaking when two or more certificated employees possess the same seniority date.

**RATIONALE:** Reduction or discontinuance of particular kinds of services are needed to address staffing needs and budget concerns for the 2020-2021 school year and the District must have a way to break ties between two or more certificated employees with the same seniority date who are both currently providing the same particular kind of service identified for reduction or discontinuance.

**RECOMMENDATION:** Adopt Resolution #19-19, Adopting the Tie-Breaking Criteria in the Case of Certificated Reduction in Force for the 2020-2021 School Year.

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



**TRACY UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 19-19**

**ADOPTING TIE BREAKING CRITERIA  
IN THE CASE OF CERTIFICATED REDUCTION IN FORCE  
FOR THE 2020-2021 SCHOOL YEAR**

**WHEREAS**, it appears that it will be necessary for the Tracy Unified School District to lay off certificated employees at the end of the 2019-2020 school year for the 2020-2021 school year; and

**WHEREAS**, there are individuals who have the same first date of paid service as probationary certificated employees;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Tracy Unified School District that if any two or more employees have the same first date of paid service as probationary certificated employees in the Tracy Unified School District, and if there is a need to reduce staffing by a number less than all such individuals, the decision as to which individuals shall be given preference and not be laid off shall be determined by the following criteria, which are based upon the Board of Trustee's determination of the needs of the District and its students:

1. Individuals with a BCLAD certificate will be given preference. If these factors are identical then;
2. Individuals with CLAD, SB 2042, AB 1059, SB 395, SDAIE or an equivalent training and certificate will be given preference. If these factors are identical then;
3. Individuals who currently hold a regular credential, not a provisional or short term credential as defined by the California Commission on Teacher Credentialing, which authorizes the service to be provided will be given preference. If these factors are identical then;
4. Individuals who hold multiple (2 or more) single subject credentials will receive preference as follows:
  - a. Those who hold the most single subject credentials will be given preference from most to least,

b. For individuals who hold the same number of single subject credentials, preference will be given first to those who hold:

1. mathematics credentials, then
2. science credentials, then
3. English credentials

If these factors are identical then;

5. A lottery shall be conducted among those remaining.

**PASSED AND ADOPTED** by the Board of Trustees of the Tracy Unified School District on February 25, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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President  
Board of Trustees  
Tracy Unified School District

**ATTESTED:**

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

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Clerk  
Board of Trustees  
Tracy Unified School District