

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, MARCH 10, 2020

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

**TIME: 6:30 PM Closed Session
7:00 PM Open Session**

A G E N D A

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

3.2 Educational Services:
3.2.1 Findings of Fact: FF#19-20/#47, #19-20/#49, #19-20/#51, #19-20/#53, #19-20/#54, #19-20/#55, #19-20/#56, #19-20/#57, #19-20/#59, #19-20/#60, #19-20/#61

3.3 Human Resources:
3.3.1 Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 346, Pursuant to Article XXIII
Action: Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___
3.3.2 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___
3.3.3 Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA | |
| 4. | Adjourn to Open Session | |
| 5. | Call to Order and Pledge of Allegiance | |
| 6. | Closed Session Issues:
6a Action Taken on Findings of Fact: FF#19-20/#47, #19-20/#49, #19-20/#51, #19-20/#53, #19-20/#54, #19-20/#55, #19-20/#56, #19-20/#57, #19-20/#59, #19-20/#60, #19-20/#61 | |

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

6b Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 346, Pursuant to Article XXIII

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

7. Approve Regular Minutes of February 25, 2020. 1-5

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

8. Student Representative Reports: Tracy High FFA: Seraphina Souza and Hayden Andrade; **West High FFA:** Rylee Towle, Cadence DeCoite, Bernard Soria, George Alcala and Codi Li.

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

9.1 Art Freiler 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 Proposed Instructional Materials Adoption for 12th Grade Expository Reading and Writing Course **6-7**

10.2.2 Receive Report on Proposed Instructional Materials Adoption for Emergency Response: Introduction to Fire Service **8-9**

10.2.3 Receive Report on Proposed Introduction to Psychology Instructional Materials Adoption **10-11**

10.2.3 Receive Report on Logo Colors for Tracy Charter Learning

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

12. PUBLIC HEARING: None.

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

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

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

13.1 Administrative & Business Services:

13.1.1 Approve Accounts Payable Warrants (January, 2020) **12**
(Separate Cover Item)

13.1.2 Ratify Measure B Related Expenditures and Notice of Completions **13-14**
Which Meet the Criteria for Placement on the Consent Agenda

13.1.3	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	15-17
13.1.4	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	18-19
13.1.5	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year	20-21
13.1.6	Approve Payroll Report (January, 2020)	22-26
13.1.7	Approve Revolving Cash Fund Reports (January, 2020)	27-30

13.2 Educational Services:

13.2.1	Approve Agreement for Special Contract Services with KMVT 15 Silicon Valley Community Media to Video Record the California Highway Patrol's Every 15 Minutes at Kimball High School on March 12-13, 2020	31-34
13.2.2	Ratify Out Of State Travel for Kimball High, West High, and George Kelly Activities Director and Administrators to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV on March 4-7, 2020	35-36
13.2.3	Ratify Agreement for Special Contract Services with Lisa Cheney, Educational Psychologist for an Individual Educational Evaluation/Psycho-Educational Assessment	37-40
13.2.4	Ratify Agreement for Special Contract Services with Dr. M. Alex Peterson for Independent Educational Evaluation/Psycho-Educational Assessment	41-44
13.2.5	Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to Villalovoz Elementary School for the Remainder of the 2019-2020 School Year	45-48
13.2.6	Ratify Overnight Travel for West High Wrestlers and Coach to Attend the San Joaquin Section Tournament in Yuba City, CA. February 14-15, 2020	49
13.2.7	Approve Agreement for Special Contract Services for HIN Experience Motivational Speaker during Testing on April 1, 2020 at West High School	50-53
13.2.8	Approve Overnight Travel for West High School Cheer Teams to Attend the United Cheer Association's Cheer Camp in Reno, Nevada on July 14-17, 2020	54

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment	55-57
13.3.2	Approve Classified, Certificated, and/or Management Employment	58-59

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

14.1 Administrative & Business Services:

14.1.1 Certify 2019-2020 Fiscal Year Second Interim Report **60-61**
(Separate Cover Item)

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

14.1.2 Approve School Site Safety Plans for the 2019-20 School Year **62**
(Separate Cover Item)

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

14.2 Educational Services:

14.2.1 Approve Adoption of Instructional Materials for K-5 History-Social Science **63-64**

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

14.3 Human Resources:

14.3.1 Approve Administrative Intern Agreement with Teachers College of San Joaquin **65-68**

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

14.3.2 Approve Agreement with Teachers College of San Joaquin for Teachers Working on Their Preliminary Administrative Credential **69-72**

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

14.3.3 Approve Teacher Intern Agreement with Teachers College of San Joaquin **73-79**

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

14.3.4 Approve Resolution 19-20. Authorizing Reduction and Elimination of Particular Kinds of Service for the 2020-2021 School Year **80-82**

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 24, 2020

17.2 April 28, 2020

17.3 May 12, 2020

17.4 May 26, 2020

18. Upcoming Events:

18.1 April 10-27, 2020

No School, Spring Break

18.2 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 25, 2020**

- 6:00 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,
Absent: 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: FF#19-20/#52
Action: Abercrombie, Costa **Vote:** Yes-6; No-0; Absent-1(Souza)
- 6b** Report Out of Action Taken on Early Grad: WHS10348032
Action: **Vote:** Yes-6; No-0; Absent-1(Souza)
- 6c** Report Out of Action Taken on Consider Non-Paid Leave of Absence
Request for Classified Employee #UCL- 345, Pursuant to Article XXIII
Action: **Denied. Vote:** Yes-6; No-0; Absent-1(Souza)
- 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) only: 1168, 1172, 1174, 1182, 1185, 1189
Action: **Vote:** As amended. Yes-6; No-0; Absent-1(Souza)
- 6e** Report Out of Action Taken on Approve Resolution 19-20, Authorizing
Administrative Reassignments for the 2020-2021 School Year
Action: Item pulled. There was no vote.
- Minutes:** 7. **Approve Regular Minutes of February 11, 2020.**
Action: As Amended. Abercrombie, Kaur. **Vote:** Yes-6; No-0; Absent-1(Souza)
Changed 14.1.2 to show a “no” vote from Alexander.
- Employees Present:** J. Nott, M. Bunch, C. Washington, T. Salinas, J. Stocking, M. Petty, R. Pecot, M.
Romo, L. Flores, K. Felisberto
- Press:** R. Browne, Tracy Press
- Visitors Present:** J. Mousalimas, V. Obiajulu, G. Spikes, S. Alejandre, B. Mendez, L. Banchemo, M.
Facha, D. Francis, J. Mahiddin, O. Rinker, L. Silcox, P. Heizer, A. Fung, A.
Green-Young, J. Lakey
- Student Rep Reports:** 8. **Kimball High:** A representative was unable to attend tonight.

Tracy High: Sophia Alejandre commented that it has been exciting this past month. On Valentine's Day the boys' basketball team took on West High and Tracy. The dog pound showed their pride. Tonight, the girls' soccer is in their 3rd round of playoffs. Spring is just around the corner and softball and baseball have started. On February 19th students with a 3.0 and higher attended the academic rally with an "Under the Sea" theme. They played games and answered trivia. Last weekend the Tracy High Mock Trial Team received 2nd place. Students have a blood drive scheduled for March 3rd and the third annual unity week is coming up.

West High: Briana Mendez and Lily Banchemo reported that they are saying goodbye to soccer and basketball and getting ready for spring sports. At senior night players were escorted by friends and family. The boys' soccer team won the first round of playoffs, but later were eliminated. Baseball and softball seasons have started, and players had a scrimmage against Kimball High. Last week was FFA week and students coordinated a week of spirit days and lunch time activities. The "Kiss a Critter" event was back, and Ms. McMillan kissed a goat. Last Saturday, students participated in the annual suicide prevention walk. Other groups joined in including Sow-a-Seed and the Jaguar Project. It was very successful. Future plans include fundraising laps. The Space and Engineering Academy is counting down the final days and completing the senior projects. Prom is right around the corner and students will be spend the evening sailing around the bay on the San Francisco Bell.

George Kelly School: Principal Michael Bunch, introduced students Mia Facha, Danielle Francis, Jahan Mahiddin, Olivia Rinker and Lauren Silcox who presented about their school. They each spoke about themselves and said what they liked about school and how long they have been at George Kelly.

Williams Middle School: Principal, Miguel Romo introduced students Peyton Heizer, Alyssa Fung, Arianna Green-Young and Jayda Lakey. They presented a power point and showed various activities through the school year. They talked about, WEB (Where Everybody's Welcome), the CADA conference, writing thank-you notes to those deployed, haunted hallway and honor's assembly. They showed pictures of Patriot Day's door decorating, rally's and other contests. They had guest speakers from the VFW and created a chain of links with notes of thanks. Students painted rocks and sent them overseas. Students also participated in the district spelling bee, winter dance, canned food drive and candy grams. The AVID program had college week and Representative Josh Harder sponsored the Valentine's for Vets where students made over 500 cards. Black History month had many contests that leadership sponsored. Upcoming events include 6th Grade Science Camp, drama will perform *Bye Bye Birdie* on April 1-2, art show, spring dance and talent show. There's a lot student can be involved with like the ukulele club, art, chess club, yoga, gamers and Math Olympiad. AVID students enjoyed a field trip to Levi Stadium.

Recognition & Presentations:

9.1 McKinley Elementary School Presentation

Principal, Carla Washington, and 4th grade teacher, Aine Silva, presented a power point about McKinley. They reviewed STEM goals. The STEM implementation team consists of 3 teachers, an administrator and district support. They spoke

about the accomplishments of the team which included classroom visits, coaching, lesson studies, and creating a brochure about STEM. They showed a video of the leadership team and pictures of TK students participating in STEM activities. They also showed pictures of each grade level working on their STEM projects. At McKinley, all students are involved with STEM including the SDC classes.

**Information &
Discussion Items:**

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report on State Indicators

Director of Assessment and Accountability, Tania Salinas, and Director of Continuous Improvement, State & Federal Programs, Julianna Stocking, presented a power point on the California Dashboard. They reviewed the 7 indicators that they will be speaking about tonight.

They explained which each color meant on the gage with blue being the best. They reviewed the following indicators: Chronic Absenteeism, English Language Arts, Math, English Learners, College and Career Readiness, Graduation Rates and Suspension. Additional reports are also available.

**Hearing of
Delegations**

11. James Mousalimas, San Joaquin County Superintendent commented that he has enjoyed tonight's presentations. He is proud to say that his 3 daughters attended and graduated from Tracy Unified. He is here tonight to commend the board on the great job that they are doing. Student enrollment is currently a little over 14,600. When he was at TUSD it was over 17,000. It has been declining along with extra costs of STRS and PERS and insufficient funding by the state. This puts increased pressure on school boards. At the county office they approve and review all district budgets, including TUSD. He has been impressed with the work TUSD has done because TUSD has stayed ahead of it. He has seen districts with state takeovers because they have not stayed ahead of those difficult decisions. He thanked the board, Dr. Stephens and Dr. Goodall for their work. The county is aware of how difficult these decisions are and what a great job TUSD has done.

Vince Obiajulu was here 3 years ago as a candidate for the board. Tonight, he is here as a parent. He has 4 children, 3 of which are still in TUSD. His oldest graduated from Kimball High and is studying at San Luis Obispo. He has 2 sons and a daughter here and they all play sports. He believes being a board member is a very responsible position that has a profound impact on children. He is currently a real estate broker in town. When he attends school activities, he is not happy about what he is seeing. He is asking board to pay attention to vetting when you are hiring staff and coaches. Children sometimes listen to coaches more than parents.

Gloria Spikes has student at West High School. Her daughter was supposed to have adaptive PE services. The teacher is doing a wonderful job but is not trained to help SPED students. She doesn't have a para to help her. The teacher feels overwhelmed. She has a few SPED kids in her class and not sure how to deal with them. She believes SPED kids need the one on one help and to have the adaptive PE.

Public Hearing:	12.1	Administrative & Business Services: None.
Consent Items:	13.	<p>Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.</p> <p>Action: Item 13.1.2 as amended. Costa, Abercrombie.</p> <p>Vote: Yes-6; No-0. Absent-1(Souza)</p> <p>13.1 Administrative & Business Services:</p> <p>13.1.1 Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda</p> <p>13.1.2 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda</p> <p>13.1.3 Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District</p> <p>13.2 Educational Services:</p> <p>13.2.1 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</p> <p>13.2.2 Approve Agreement for Special Contract Services with Children’s Book Author, Lisa Caprelli, at Bohn, Jacobson, & Central Elementary Schools for May 5-7, 2020</p> <p>13.2.3 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</p> <p>13.2.4 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</p> <p>13.2.5 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</p> <p>13.2.6 Approve Overnight Travel for West High Track Team and Coaches to Attend the Arcadia Invitational, in Arcadia California, April 9-12, 2020</p> <p>13.2.7 Approve the Discard of Obsolete Instructional Media Center Materials</p> <p>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</p> <p>13.3 Human Resources:</p> <p>13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees</p> <p>13.3.2 Approve Classified, Certificated and/or Management Employment</p>
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

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

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

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

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

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

Board Reports:

Trustee Silcox passed. Trustee Kaur had an opportunity to judge mock trial. She heard great things about the Tracy High team. Trustee Alexander thanked everyone for coming. Trustee Costa encouraged everyone to take time to look at the art show in the lobby. There are several wonderful projects. Trustee Abercrombie reported that Tracy High lost 3-0 in soccer. Trustee Pekari commented that tomorrow night at 6:30 p.m. will be the district art show. He attended an LCP meeting last week and the next one will be on Thursday March 12th. He commended students on West High's 2nd annual suicide awareness walk.

Superintendent Report:

Dr. Stephens commented that last week he attended *Every Student Succeeds Breakfast* at the county office. Schools nominate a student who has overcome hardships to be successful. He enjoys attending this event. Our students have gone through very difficult things. It is an honor to be in a profession that shows such respect and kindness.

Adjourn: 8:23 pm

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: February 28, 2020
SUBJECT: Receive Report on Proposed Instructional Materials Adoption for 12th Grade Expository Reading and Writing Course

BACKGROUND: The Expository Reading and Writing Course (ERWC) is an innovative curriculum created by the California State University (CSU) system to change how English teachers prepare high school students for the rigors of college reading and writing. It uses rhetorical inquiry to encourage critical thinking and explicitly teaches students expository reading and writing strategies that help them thrive in college, through a series of modules based on topics of interest to young people. ERWC is designed as a grade 12 English language arts course and aligned to the California English Language Arts (ELA) standards.

In 2018-2020, the CSU revised the ERWC instructional modules to address more contemporary and relevant topics; this is ERWC Version 3.0. Districts who teach the course are required to submit a new course description and the new content choices, which must include four modules, three mini-modules, a novel, and a play to the University of California Gateway for A-G certification. Teachers of ERWC met to learn about the new module topics, then met to choose the modules best suited to TUSD students' needs. They presented the new course content to the Curriculum Council on February 26, 2020.

Community members have been made aware of the adoption process through public announcements and public review of materials at the Instructional Media Center.

The following course content is being recommended by the Curriculum Council for adoption for the Tracy Unified School District's ERWC course:

4 Modules

- Fake News
- Juvenile Justice
- Language, Gender, Culture
- On Leaving, Staying Behind

3 Mini Modules

- Inquiry Questions
- Stasis Theory
- Exigence + Kairos

Novel: *Brave New World* by Aldous Huxley

Play: *Hamlet* by William Shakespeare

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

- Rigorous concepts
- Engaging topics not otherwise addressed in high school ELA curriculum
- Meaningful, rigorous tasks for high school seniors
- Advanced versions of concepts to be taught in 11th grade ERWC
- Aligned to other 12th grade non-ERWC ELA course work

This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Funding for the purchase of recommended materials not to exceed \$10,000 will be provided by funds from Goal 1, Action 16 of the Local Control Accountability Plan reserved for the purchase of instructional materials.

RECOMMENDATION: Receive Report on Proposed Instructional Materials Adoption for 12th Grade Expository Reading and Writing Course.

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 28, 2020
SUBJECT: Receive Report on Proposed Instructional Materials Adoption for Emergency Response: Introduction to Fire Service

BACKGROUND: Emergency Response: Introduction to Fire Service is a new elective course to be taught at Tracy High School. It is in the Career and Technical Education (CTE) pathway. It is designed to prepare students for careers as first responders, as fire fighters, emergency medical technicians, hazardous materials responders, and more.

The teacher of the course met with the Director of Instructional Media Services to identify possible course materials. Using a variety of tools to evaluate three programs of instructional materials at the textbook and the unit/chapter level, they selected a textbook and asked the Curriculum Council for a recommendation to the Board of Education.

Community members have been made aware of the adoption process through public announcements and public review of materials at the Instructional Media Center.

The following textbook is being recommended by the Curriculum Council for adoption for the Tracy Unified School District's Emergency Response: Introduction to Fire Service course: Essentials of Fire Fighting (7th edition) published by the International Fire Service Training Association at the University of Oklahoma in 2018.

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

- Up-to-date information
- Comprehensive coverage of occupations in fire service
- Updated to the current standards for Fire Fighter Professional Qualifications
- Includes support for high school instructor and student needs, including a workbook for students, free companion app with videos for students and instructor, and an instructor kit for classroom use.

This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Funding for the purchase of recommended materials not to exceed \$10,000 will be provided by funds from Goal 1, Action 16 of the Local Control Accountability Plan reserved for the purchase of instructional materials.

RECOMMENDATION: Receive Report on Proposed Instructional Materials Adoption for Emergency Response: Introduction to Fire Service.

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 28, 2020
SUBJECT: Receive Report on Proposed Introduction to Psychology Instructional Materials Adoption

BACKGROUND: Introduction to Psychology is a course offered at all three comprehensive high schools in Tracy Unified School District. It is an elective in the History-Social Sciences department. As part of the California adoption cycle for history and social science materials for K-12, teachers of this course requested up-to-date instructional materials and began meeting in the fall of 2019. Two Psychology teachers met to develop criteria for evaluating instructional materials according to the standards of the American Psychological Association, reviewed several programs, and narrowed their evaluation to two programs.

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

The following textbook is being recommended by the Curriculum Council for adoption for the Tracy Unified School District's Introduction to Psychology course: *Introduction to Psychology* by S. A. Rathus, published in 2018 by Houghton Mifflin Harcourt.

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

- Up-to-date information aligned to American Psychological Association standards for high school students
- Coherence of concepts across the text's chapters
- Clear connections between course objectives, chapter objectives, student tasks, and assessments
- Support to scaffold reading and writing with vocabulary instruction and visuals that support content

This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Funding for the purchase of recommended materials not to exceed \$30,000 will be provided by funds from Goal 1, Action 16 of the Local Control Accountability Plan reserved for the purchase of instructional materials.

RECOMMENDATION: Receive Report on Proposed Introduction to Psychology Instructional Materials Adoption.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: February 26, 2020
SUBJECT: **Approve Accounts Payable Warrants (January, 2020)**

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (January, 2020).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: February 24, 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
March 10, 2020
SUMMARY OF SERVICES**

A. Vendor: ACME Construction Company
Site: Central Elementary School Renovation
Item: Change Order #11 - Ratify
Services: Return amount of unused contingency to the District.
Cost: <\$1,087,210>
Project Funding: Measure B Bond Fund, State School Facilities Program

B. Vendor: ACME Construction Company
Site: Central Elementary School Renovation
Item: Notice of Completion
Services: Lease-Leaseback Contractor provided relocatable classrooms for interim housing while one (1) two-story classroom building, one (1) administration/kindergarten classroom building and a multi-purpose building was being built and then installed the playground/play field in the location of the old school site, per plans and specifications.
Cost: \$26,926,064.00 Change Orders: \$932,245.00
Final Contract: \$27,858,309.00
Project Funding: Measure B Bond Fund, State School Facilities Program



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: February 27, 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
MARCH 10, 2020
SUMMARY OF SERVICES

A. Vendor: The Sign Guys
Site: Tracy High School
Item: Estimate - Ratify
Services: Contractor to provide and install a new scoreboard located in the Tracy High School Football Stadium.
Cost: \$37,844.48
Project Funding: Unrestricted General Fund/Deferred Maintenance

B. Vendor: The Sign Guys
Site: West High School
Item: Estimate - Ratify
Services: Contractor to provide and install a new scoreboard located in the West High School Football Stadium.
Cost: \$44,631.33
Project Funding: Unrestricted General Fund/Deferred Maintenance

C. Vendor: The Sign Guys
Site: West High School
Item: Estimate - Ratify
Services: Contractor to provide and install a new scoreboard located in the West High School – Baseball Field.
Cost: \$30,375.16
Project Funding: Unrestricted General Fund/Deferred Maintenance

D. Vendor: Anixter
Site: ISET projects at Hirsch, Freiler, North, Jacobson, Central, McKinley, Kelly, South West Park, Monte Vista, DR-Willow, IGCG, Stein, Tracy Adult School and Williams Middle School
Item: Replacement of the Uninterrupted Power Supply (UPS) Phase 2 at 14 school sites.
Services: The e-rate Category 2 funding for Year 23 has granted an additional 15% funds at 80% discount to all school sites districtwide. In order to take advantage of this one-time funding, an RFP was conducted to replace the Uninterrupted Power Supply (UPS) Phase 2 at 14 school sites: Hirsch, Freiler, North, Jacobson, Central, McKinley, Kelly, South West Park, Monte Vista, DR-Willow, IGCG, Stein, Tracy Adult School and Williams Middle School. The RFP yielded 3 bidders: Anixter, Decotech and Data Impressions. Based on the matrix as required by the RFP, staff recommends Anixter be awarded the bid.
Cost: \$187, 615.59 of subsidized costs, with TUSD funds responsible for \$37,523.12.
Project Funding: E-rate Category 2 funding

E. Vendor:	MSDSonline
Sites:	District-wide
Item:	Year One of a Three Year Service Agreement
Services:	Unlimited MSDS database searches, views, and additions to the eBinder. Ability to print safety data sheets and download an electronic back up.
Cost:	\$8,999.00 annually
Project Funding:	Environmental Compliance



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: February 21, 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:

Kimball High School:

1. Tracy Unified School District/Kimball High School: From Tracy Sunrise Rotary Foundation for the amount of \$1,000.00 (ck. # 2027). This donation will go towards Kimball High Schools Pease Pole Project.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Rhodes-Stockton Bean Co-op for the amount of \$1,000.00 (ck. #17574). This donation will go towards scholarships for the Future Farmers of America (F.F.A.) for the 2020-2021 school year.
2. Tracy Unified School District/Tracy High School: From Rajesh Kumar Arora for the amount of \$500.00 (ck. #266). This donation is a contribution to the Prithai Raj Scholarship for the 2019-2020 school year.

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

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

the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: March 10, 2020
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year**

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

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

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

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

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



2019/2020 School-Connected Organization/ Booster Clubs

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

Revised 1/27/20



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: February 26, 2020
SUBJECT: Approve Payroll Report (January, 2020)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Report (January, 2020).

Prepared by: Reed Call, Director of Financial Services.

Pay Date 01/10/2020

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	366,503.69	Teachers' Salaries
		1200	752.85	Cert Pupil Support Salaries
		1900	2,394.53	Other Certificated Salaries
		2100	32,181.45	Instructional Aides' Salaries
		2200	79,261.84	Classified Support Salaries
		2300	4,955.73	
		2400	10,750.09	Clerical & Office Salaries
		2900	4,601.99	Other Classified Salaries
		Total Labor	501,402.17	
Fund	01	SACS Object	Amount	
		3101	46,586.80	STRS On 1000 Salaries
		3102	52.98	STRS On 2000 Salaries
		3201	585.73	PERS On 1000 Salaries
		3202	8,199.30	PERS On 2000 Salaries
		3301	6,867.91	
		3302	8,624.87	
		3501	184.94	State Unemploy On 1000 Salary
		3502	65.84	State Unemploy On 2000 Salary
		3601	6,625.94	Worker'S Comp Ins On 1000 Sal
		3602	2,361.57	Worker'S Comp Ins On 2000 Sal
		Total Contributions	80,155.88	
Fund	11	SACS Object	Amount	
		1100	10,219.64	Teachers' Salaries
		1200	752.85	Cert Pupil Support Salaries
		2100	497.49	Instructional Aides' Salaries
		2400	805.90	Clerical & Office Salaries
		Total Labor	12,275.88	
Fund	11	SACS Object	Amount	
		3101	1,324.19	STRS On 1000 Salaries
		3202	126.30	PERS On 2000 Salaries
		3301	159.08	
		3302	99.71	
		3501	5.49	State Unemploy On 1000 Salary
		3502	0.65	State Unemploy On 2000 Salary
		3601	196.70	Worker'S Comp Ins On 1000 Sal
		3602	23.37	Worker'S Comp Ins On 2000 Sal
		Total Contributions	1,935.49	

Fund 12	SACS Object	Amount	
	2100	2,969.81	Instructional Aides' Salaries
	2400	46.26	Clerical & Office Salaries
	Total Labor	3,016.07	
Fund 12	SACS Object	Amount	
	3102	26.33	STRS On 2000 Salaries
	3202	30.46	PERS On 2000 Salaries
	3302	129.96	
	3502	1.52	State Unemploy On 2000 Salary
	3602	54.07	Worker'S Comp Ins On 2000 Sal
	Total Contributions	242.34	
Fund 13	SACS Object	Amount	
	2200	14,833.67	Classified Support Salaries
	2300	117.18	
	Total Labor	14,950.85	
Fund 13	SACS Object	Amount	
	3202	646.60	PERS On 2000 Salaries
	3302	737.71	
	3502	7.41	State Unemploy On 2000 Salary
	3602	267.97	Worker'S Comp Ins On 2000 Sal
	Total Contributions	1,659.69	

Pay Date 01/31/2020

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund 01	SACS Object	Amount	
	1100	5,027,404.99	Teachers' Salaries
	1200	345,314.76	Cert Pupil Support Salaries
	1300	548,836.24	Cert Suprvsrs' & Admins' Sal
	1900	126,000.03	Other Certificated Salaries
	2100	440,669.39	Instructional Aides' Salaries
	2200	800,267.05	Classified Support Salaries
	2300	177,421.82	Class Suprvsrs' & Admins' Sal
	2400	473,862.48	Clerical & Office Salaries
	2900	43,625.75	Other Classified Salaries
	Total Labor	7,983,402.51	
Fund 01	SACS Object	Amount	
	3101	1,002,308.86	STRS On 1000 Salaries
	3102	6,386.98	STRS On 2000 Salaries
	3201	35,628.92	PERS On 1000 Salaries
	3202	363,017.02	PERS On 2000 Salaries
	3301	90,016.76	
	3302	137,173.96	
	3401	644,944.03	
	3402	263,121.27	
	3501	3,023.95	State Unemploy On 1000 Salary
	3502	966.88	State Unemploy On 2000 Salary
	3601	108,402.38	Worker'S Comp Ins On 1000 Sal
	3602	34,700.38	Worker'S Comp Ins On 2000 Sal
	3701	77,381.41	
	3702	41,581.88	
	Total Contributions	2,808,654.68	
Fund 11	SACS Object	Amount	
	1100	11,039.46	Teachers' Salaries
	1200	8,076.04	Cert Pupil Support Salaries
	1300	10,706.96	Cert Suprvsrs' & Admins' Sal
	2100	6,088.78	Instructional Aides' Salaries
	2400	8,797.38	Clerical & Office Salaries
	Total Labor	44,708.62	
Fund 11	SACS Object	Amount	
	3101	5,099.65	STRS On 1000 Salaries
	3202	2,935.69	PERS On 2000 Salaries
	3301	400.33	
	3302	1,076.56	
	3401	2,139.65	
	3402	1,978.06	
	3501	14.92	State Unemploy On 1000 Salary
	3502	7.44	State Unemploy On 2000 Salary
	3601	534.56	Worker'S Comp Ins On 1000 Sal
	3602	266.86	Worker'S Comp Ins On 2000 Sal
	Total Contributions	14,453.72	

Fund	12	SACS Object	Amount	
		1300	1,572.56	Cert Suprvsrs' & Admins' Sal
		2100	10,603.84	Instructional Aides' Salaries
		2400	3,962.77	Clerical & Office Salaries
		Total Labor	16,139.17	

Fund	12	SACS Object	Amount	
		3101	268.92	STRS On 1000 Salaries
		3102	435.17	STRS On 2000 Salaries
		3202	1,836.95	PERS On 2000 Salaries
		3301	20.03	
		3302	848.79	
		3401	196.08	
		3402	1,381.37	
		3501	0.78	State Unemploy On 1000 Salary
		3502	7.28	State Unemploy On 2000 Salary
		3601	28.18	Worker'S Comp Ins On 1000 Sal
		3602	261.12	Worker'S Comp Ins On 2000 Sal
		Total Contributions	5,284.67	

Fund	13	SACS Object	Amount	
		2200	139,576.30	Classified Support Salaries
		2300	34,300.39	Class Suprvsrs' & Admins' Sal
		2400	16,631.57	Clerical & Office Salaries
		Total Labor	190,508.26	

Fund	13	SACS Object	Amount	
		3202	31,408.92	PERS On 2000 Salaries
		3302	13,072.32	
		3402	17,228.88	
		3502	95.19	State Unemploy On 2000 Salary
		3602	3,414.91	Worker'S Comp Ins On 2000 Sal
		Total Contributions	65,220.22	

ESCAPE ONLINE



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: February 26, 2020
SUBJECT: **Approve Revolving Cash Fund Reports (January, 2020)**

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (January, 2020).

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

02/03/20

TUSD
REVOLVING CASH FUND
January 2020

Date	Num	Name	Memo	Paid Amount
01/16/2020	9621	Disney's Grand Californian Hotel	ASB Conference 1/22-24/2020 WMS	
			01-0000-0-1110-2140-5200-490-5302	-654.00
TOTAL				-654.00
01/14/2020	9617	CALIFORNIA HIGHWAY PATROL	PO20-00412 CHP FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
01/14/2020	9618	CALIFORNIA HIGHWAY PATROL	PO20-00412 CHP FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
01/14/2020	9619	DEPARTMENT OF MOTOR VEHIC...	PO20-00421 DMV FEES	
			01-0723-0-1110-3600-5800-840-9702	-32.80
			01-0724-0-5750-3600-5800-840-9702	-49.20
TOTAL				-82.00
01/14/2020	9620	DEPARTMENT OF MOTOR VEHIC...	PO20-00421 DMV FEES	
			01-0723-0-1110-3600-5800-840-9702	-32.80
			01-0724-0-5750-3600-5800-840-9702	-49.20
TOTAL				-82.00
01/16/2020	9621	Disney's Grand Californian Hotel	Reservation #32M3S5JS Diana Murray	
			01-0000-0-1110-2140-5200-490-5302	-654.00
TOTAL				-654.00
01/16/2020	9622	CITY OF TRACY	PO20-01694 Dr. Seuss's Birthday Party SWP	
			01-3010-0-1110-1000-4300-400-3002	-675.00
TOTAL				-675.00
01/16/2020	9623	SUSI EPPERSON CONSULTING, ...	Conference 1/23-24/20 Hill-Valdivia	
			01-0709-0-1110-3110-5200-820-2402	-350.00
TOTAL				-350.00
01/16/2020	9624	AERIES SOFTWARE	Aeriescon 3/1-4/2020 Judy Gallegos GKES	
			01-0000-0-1110-2140-5200-260-2323	-575.00
TOTAL				-575.00

02/03/20

TUSD
REVOLVING CASH FUND
 January 2020

Date	Num	Name	Memo	Paid Amount
01/16/2020	9625	AERIES SOFTWARE	Aeriescon 3/1-4/2020 Lisa Bryant Student Ser...	
			01-0000-0-1110-2100-5200-810-2001	-750.00
TOTAL				-750.00
01/16/2020	9626	AERIES SOFTWARE	Aeriesconf 3/1-4/2020 Tania Salinas - DEC	
			01-0000-0-1110-2700-810-2704	-750.00
TOTAL				-750.00
01/16/2020	9627	AERIES SOFTWARE	Aeriescon 3/1-4/2020 Jill Carter DEC	
			01-0000-0-0000-7300-5200-810-9202	-750.00
TOTAL				-750.00
01/16/2020	9628	AERIES SOFTWARE	Aeriescon 3/1-4/2020 Carmine Sousa DEC	
			01-0000-0-1110-2700-5200-810-2704	-750.00
TOTAL				-750.00
01/23/2020	9629	Family and Consumer Sciences E...	Workshop 1/27/19 Debbie Johnson	
			01-3550-0-3800-2140-5200-600-2996	-130.00
TOTAL				-130.00
01/27/2020	9630	SJC ACSA	Every Child Succeeds Breakfast Brian Steph...	
			01-0000-0-0000-7150-5200-810-1001	-15.00
TOTAL				-15.00
01/27/2020	9631	BSCU	2020 BSCU Leadership Conference WHS	
			01-0000-0-1110-1000-5200-700-2323	-600.00
TOTAL				-600.00
01/28/2020	9632	PREFERRED ALLIANCE	Conference 2/6/2020 Cheeseman; Griffith	
			01-0723-0-1110-3600-5200-840-9702	-460.00
TOTAL				-460.00
01/28/2020	9633	FRED PRYOR SEMINARS	EXCEL Workshop 1/30/2020 Young; Arbuckle	
			01-0723-0-1110-3600-5200-840-9702	-148.00
TOTAL				-148.00
01/29/2020	9634	California School Boards Associ...	Workshops 2/7-8/2020 Brian Pekari	
			01-0000-0-0000-7150-5200-810-1001	-698.00
TOTAL				-698.00

02/03/20

TUSD
REVOLVING CASH FUND
January 2020

Date	Num	Name	Memo	Paid Amount
01/30/2020	9635	EAGLE SOFTWARE INC	Conference 2/12-13/2020 Kamara Brown	
			01-0000-0-1110-2700-5200-600-6102	-400.00
TOTAL				-400.00



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: February 27, 2020
SUBJECT: Approve Agreement for Special Contract Services with KMVT 15 Silicon Valley Community Media to Video Record the California Highway Patrol's *Every 15 Minutes* at Kimball High School 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. The program requires a videographer to capture the simulated crash scene. KMVT has worked with Kimball/Delta Charter's *Every 15 Minutes* in the past and they will work with Kimball again this year as the videographer. KMVT has been doing this business for decades and they have an outstanding reputation for their services.

RATIONALE: Twenty (20) Kimball High School (KHS) students exhibiting leadership skills have been selected to participate in this event. The students will participate in number of tasks for this program, but the most important part is the simulated crash scene. The simulated crash scene needs to have a video made in order for the program to be legitimized. The simulated crash scene must be recorded by an approved videographer. A major part of the reimbursement part of *Every 15 Minutes* is to submit a copy of the video made for your campus's program. KMVT will record the crash scene, edit and make an official video for our program, and then they will give the Kimball E-15 Coordinator a copy of the video for our assembly to then be submitted to the CHP with our final report. If there is no video from a school site, then the school will not be reimbursed for any of the expenses for this program. KMVT's services are vital for the success of the program and for the reimbursement to be certain for Kimball High School.

FUNDING: The entire cost for this vendor is \$2,600. The funds will come from Kimball's ASB Account. The ASB account will then be reimbursed by the CHP Grant when the final report is approved.

RECOMMENDATION: Approve Agreement for Special Contract Services with KMVT 15 Silicon Valley Community Media to Video Record the California Highway Patrol's *Every 15 Minutes* at Kimball High School on March 12-13, 2020

PREPARED BY: Ben Keller, Principal, John C. 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 KMVT 15 Silicon Valley Community Media, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: They will be video recording Kimball High School's Every 15 Minutes program on March 12th and 13th 2020. They will also deliver a copy of the film on March 13th to Kimball High School.

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 (I) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of two days, (2) [] HOURS [X] 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 \$ 2,600 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 2,600. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on March 12, 2020, and shall terminate on March 13, 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, Tyler Mullen, at (209)483-3302 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:

Christina Hagan Office Manager
Contractor Signature Title

Tracy Unified School District

IRS Identification Number

Date

KMVT Community Television
Title

Account Number to be Charged

211 E. Weddell Dr.
Address

Department/Site Approval

Sunnyvale, CA 94089

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: December 17, 2019
SUBJECT: **Ratify Out Of State Travel for Kimball High, West High, and George Kelly Activities Director and Administrators to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV on March 4-7, 2020**

BACKGROUND: CADA conference is a 60 year old vehicle which is dedicated to the promotion of enthusiastic and motivational leadership concepts. Their stated goal this year is to contribute to our leadership journey by providing empowering, passionate, inspiring and empower our activities and the culture of our school. Two employees from Kimball High (Activities Director Stephanie Mason and Site Principal Keller), Three employees from West High (Activities Director Scott Benham, Assistant Principal Lee and Site Principal Boswell), and Two employee from George Kelly (Activities Director Jayme Robertson and Assistant Principal Bancroft) will be attending this conference. They will drive personal vehicles to the conference.

RATIONALE: The activities directors and site administrators will learn how to use fun leadership philosophies to teach students how to become effective leaders and build school spirit while encouraging a culture of good clean fun at the high school level. The conference also has sessions on how to work hand in hand between activities, athletics and administration to further this cause and provides training on FCMAT compliance. This aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The total cost for all (3) sites will not exceed \$11,100.00; which includes lodging, transportation, meals and registration. Kimball High School will not exceed \$3,300.00 to be paid with Kimball High ASB and Kimball High site funds. West High School will not exceed \$4,500.00 to be paid with West High ASB and West High site funds. George Kelly Elementary will not exceed \$3,300.00 to be paid with MAA funds.

RECOMMENDATION: Ratify Out Of State Travel for Kimball High, West High, and George Kelly Activities Director and Administrators to Attend the California

Association of Directors of Activities (CADA) Conference in Reno, NV on March 4-7, 2020.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: February 27, 2020
SUBJECT: **Ratify Agreement for Special Contract Services with Lisa Cheney, Educational Psychologist for an Individual Educational Evaluation/Psycho-Educational Assessment**

BACKGROUND: The Special Education Department has initiated a contract for an Independent Educational Evaluation (IEE)/Psycho-educational Assessment for one Special Education student. Lisa Cheney, a Psychologist from University of the Pacific, will conduct an IEE per the San Joaquin County SELPA IEE process. Ratification is necessary at this time to fulfill district responsibility to allow for agreed upon assessor of parent's choosing per applicable laws and to stay compliant with the statutory timelines.

RATIONALE: Tracy Unified School District must offer a continuum of service, including IEEs to student with exceptional needs. This 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: Expenses for this contract are \$4,500.00 per comprehensive psycho educational IEE. Total contract will not exceed \$4,500.00 for the fiscal year beginning March 1, 2020 and ending June 30, 2020. Special Education contract expenses are funded through 602 funding for Special Education, and budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Lisa Cheney, Educational Psychologist for an Individual Educational Evaluation/Psycho-Educational Assessment.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Lisa Cheney Educational Psychologist, 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: Independent Education Evaluation (IEE) of 1 District student.
The IEE will be performed in accordance with the San Joaquin County Special Education Local Plan Area (SELPA) Guidelines. A written report will be provided to the District, at the same time that it is made available to the parents of the student who was evaluated. The IEE will include a psycho-educational assessment. The contractor will attend related IEP meeting to discuss the report. The contractor will provide a copy of all assessment protocols to the District.

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 30 () [✓] HOURS | | DAYS, under the terms of this agreement at the following location student's school of attendance.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 4,500.00 per | | HOUR | | DAY [✓] FLAT RATE, not to exceed a total of \$ 4,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District | | SHALL [✓] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
 - c. District shall make payment on a | | MONTHLY PROGRESS BASIS [✓] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on March 1, 2020, and shall terminate on June 30, 2020.
5. This agreement may be terminated at any time during the term by either party upon Thirty (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, Tammy Jalique, at () 209-830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☒] WILL | [☐] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

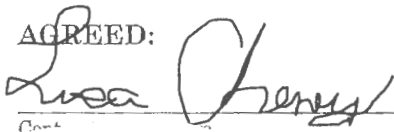
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:



Licensed Educational
Psychologist

Title

Tracy Unified School District

IRS Identification Number
Licensed Educational Psychologist

Date

Title

Account Number to be Charged

6613 Woodland Ave, Modesto Ca 95358

Address

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: February 27, 2020
SUBJECT: **Ratify Agreement for Special Contract Services with Dr. M. Alex Peterson for Independent Educational Evaluation/Psycho-Educational Assessment**

BACKGROUND: The Special Education Department has contracted with Dr. M. Alex Peterson, a Pediatric Neuropsychologist from Oakland for the needed evaluation. Ratification is needed at this time to remain compliant with services on the IEP and parents' rights to choose assessor of their choice for Independent Educational Evaluation.

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

FUNDING: Expenses for this contract include assessments, report writing and IEP attendance. Total contract expenses will not exceed \$5,850. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Dr. M. Alex Peterson for Independent Educational Evaluation/Psycho-Educational Assessment.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Dr. M. Alex Peterson, Ph.D., 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: Independent evaluation of a TUSD student. Assessment will include a comprehensive academic, cognitive, psycho-educational, and speech and language assessments. Fee includes assessment time, report writing, report presentation and attendance at an IEP meeting to present the report and actively participate with the IEP team. Assessor will provide District copies of all protocols, final signed report and invoice.

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 N/A () | | HOURS | | DAYS, under the terms of this agreement at the following location 814 Grand Avenue, Suite 310 Oakland, CA 94610.

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

- a. District shall pay \$ 220/hr + \$5300 flat per ☒ | HOURS | | DAY ☒ | FLAT RATE, not to exceed a total of \$ 5850. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District ☐ | | SHALL ☒ | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
- c. District shall make payment on a ☐ | | MONTHLY PROGRESS BASIS ☒ | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on March 2, 2020, and shall terminate on June 30, 2020.

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

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

Contractor agrees to hold harmless and to indemnify District for:


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

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

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

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

AGREED:


Contractor Signature

Psychologist
PhD

Title

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

Department/Site Approval

Address

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 24, 2020
SUBJECT: Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to Villalovoz Elementary School for the Remainder of the 2019-2020 School Year

BACKGROUND: The Tracy Unified School District (TUSD) provides mental health services to students who experience mental health challenges that pose barrier to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary for students to access in order to be academically successful. Villalovoz Elementary School resigned and is no longer providing counseling to students. TUSD will contract with Valley Community Counseling to provide Villalovoz Elementary School mental health services for the remainder of the 2019-2020 school year.

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and or behavioral standards within a school setting. The contracted mental health clinician servicing this effort is in alignment with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3: Apply fiscal operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost for Valley Community Counseling services will not exceed \$9,000.00 and will be paid with TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to Villalovoz Elementary School for the Remainder of the 2019-2020 School Year

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide the following Mental Health services to Villalovoz Elementary School, using the rate \$60/hour for a BBS registered associated Social Work, Marriage and Family Therapy, Marriage and Family Clinical Counseling, or Clinical Psychology; or \$50/hour for a master's level student in a Social Work, Marriage and Family Therapy, Marriage and Family Clinical Counseling, or Clinical Psychology program.

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 150 () [X] HOURS [] DAYS, under the terms of this agreement at the following location Villalovoz Elementary School.

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

- a. District shall pay \$50/60 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$9,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on March 11, 2020, and shall terminate on June 30, 2020.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Deidre Hill-Valdivia, at (209) 830-3218 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 Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: February 25, 2020
SUBJECT: **Ratify Overnight Travel for West High Wrestlers and Coach to Attend the San Joaquin Section Tournament in Yuba City, CA. February 14-15, 2020**

BACKGROUND: The Section Tournament is a post-season divisional wrestling tournament that qualifies the best wrestlers to continue on to higher competitions. Athletes must earn their way into the tournament. West High is asking for ratification of this request because it was not until Saturday, February 8th that West High athletes competed and qualified to attend this tournament. There were 4 male athletes who qualified.

RATIONALE: Wrestlers train and work hard to achieve recognition for the West High athletic program and themselves. It is important to continue to support the athletes as they excel in order to give them maximum exposure and opportunities to be seen by the best colleges. It was also an opportunity for athletes to develop their skill and technique in order to be more competitive at the highest level. Coach Corbett accompanied four male wrestlers to the competition in a Tracy Unified District van. They stayed at Bonanza Inn Suites and Hotel, Yuba City, California. The competition was held at River Valley High School, 801, El Margarita Road. 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 careers.

FUNDING: The cost for this tournament is \$250, paid by the West High Wrestling program. There is no cost to Tracy Unified School District for participation in this event.

RECOMMENDATION: Ratify Overnight Travel for West High Wrestlers and Coach to Attend the San Joaquin Section Tournament in Yuba City, CA. February 14-15, 2020.

PREPARED BY: Dr. Boswell, Principal, West High School.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: February 25, 2020
SUBJECT: Approve Agreement for Special Contract Services for HIN
Experience Motivational Speaker during Testing on April 1, 2020 at
West High School

BACKGROUND: Every year Tracy Unified goes through mandatory State Testing for our students. At West High School, we have found a system to administer the test and keep the student population not testing continuing to learn through impactful speakers. We rotate students from activity to speaker throughout the allotted testing time. On April 1, 2020 Mr. Danny will motivate students to enjoy Happiness NOW, in the main gym at West High School.

RATIONALE: This aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that support staff and student goals.

FUNDING: Assemblies are budgeted on our site plan, goal #2a2. Mr. Danny will be paid a flat fee of \$2,000 from our site Title 1 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services for HIN Experience Motivational Speaker during Testing on April 1, 2020 at West High School

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and HIN Experience LLC, 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: Perform (2) 75 minute Happiness is NOW Experience Assembly Presentations on Wednesday, April 1, 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 25 () ☒ **HOURS** [] **DAYS**, under the terms of this agreement at the following location West High Gymnasium.

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

- a. District shall pay \$ 2,000.00 per [] **HOUR** [] **DAY** ☒ **FLAT RATE**, not to exceed a total of \$ 2,000.00. 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 \$ _____ 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 April 1, 2020, and shall terminate on April 2, 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, Steven Wichman, at (209) 830-3370 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:

 President
Contractor Signature Title

IRS Identification Number

Youth Speaker & Happiness Creator
TSD

2801 Kelvin Ave #172

Address

Irvine, CA 92614

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 26, 2020
SUBJECT: **Approve Overnight Travel for West High School Cheer Teams to Attend the United Cheer Association's Cheer Camp in Reno, Nevada on July 14-17, 2020**

BACKGROUND: Approximately 40 students and 5 coaches will attend a cheer camp in Reno during the summer to learn choreography, safety procedures, stunts and team building from the skilled staff members of the United Cheer Association (UCA). The UCA has many years of experience training new cheerleaders how to represent their schools in an appropriate and safe manner. This camp will help the 2020-2021 cheer squads become a united team ready to support their school.

RATIONALE: It has long been a tradition to send cheerleaders to a camp that focuses on developing their skill and creating a cohesive environment, which fosters teamwork. Students will travel in district vans with their coaches, Megan Anastasio, Gaye Graber, Jessica Anastasio, Stacy Anastasio, and Steve Anastasio. They will stay at the Grand Sierra Resort, 2500 E. 2nd Street, Reno, Nevada. This trip is optional for students; it is not a requirement to be on the team. This aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The estimated cost of this event is \$435 per person. West High cheer squads will host fundraisers to pay for their transportation, food and lodging. All students will have the opportunity to participate in the fundraisers and earn their camp costs, but this is an optional event. There will be no cost to Tracy Unified.

RECOMMENDATION: Approve Overnight Travel for West High School Cheer Teams to Attend the United Cheer Association's Cheer Camp in Reno, Nevada on July 14-17, 2020.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: February 26, 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>
Ahuja, Rashmi Assistant Principal	THS	6/30/2020	Personal
Dunn, Jessica Speech Language Pathologist	Dist. Wide	05/28/2020	Personal
Harmsen, Holly Assistant Principal	WHS	06/30/2020	Personal
Newton, Richard Mathematics Coordinator	Dist. Wide	06/30/2020	Personal

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Anastasio, Stacy Business	WHS	05/26/2020	Personal
Canalita, Tina Special Education, RSP	Freiler	5/26/2020	Personal
Dahlen, Megan Special Education, RSP	KHS	06/30/2020	Personal
Friedman, Jessica Special Education, RSP	WMS	06/30/2020	Personal

Getzinger, Rebecca Art	THS	05/22/2020	Personal
Guzman, Marjorie Science	North	02/20/2020	Personal
Heffelfinger, David Social Science	WHS	05/22/2020	Personal
Heffelfinger, Lisa Marie Mathematics	KHS	05/22/2020	Personal
Lindsey, DeLonna Special Education, RSP	Hirsch	05/22/2020	Personal
Morris, Shelly 4 th grade	Central	05/22/2020	Personal
Rinaldi, Jordan Physics	KHS	05/22/2020	Personal
Shahana Malik, Shahar Science	WMS	05/22/2020	Personal
Shimozono, Raney Special Education, SDC	McKinley	05/27/2020	Personal
Thangavel, Kalaivani Chemistry	KHS	05/29/2020	Personal
Vaugh, James Special Education SDC	WHS	06/30/2020	Personal
Westmoreland, Lucas Social Science	KHS	06/30/2020	Personal

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Stokes, Jenean School Security Person II	THS	02/29/2020	Personal
Trujillo, Amanda School Supervision Assist.	Hirsch	02/29/2020	Personal
Winn, Trista Para Educator I	Bohn	03/06/2020	Personal

BACKGROUND:**CLASSIFIED RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
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Rio, Sherry Payroll Technician	DEC/ Financial Services	07/25/2020
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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 26, 2020
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Campbell, Brandy

BACKGROUND:

Colunga, Autumn

Guerrero De Ferretiz, Maria

Morales, Maira

Porritt, Jennifer

MANAGEMENT/CLASSIFIED CONFIDENTIAL

Director of Food Services (Replacement)
District Education Center/Food Services
LME Class 58, Step E - \$687.68 per day
Funding: Child Nutrition – School Program
Effective: July 1, 2020

CLASSIFIED

Food Service Worker (Replacement)
Kimball High School
Range 22, Step C - \$16.28 per hour
2.5 hours per day
Funding: Child Nutrition – School Program

School Supervision Assistant (Replacement)
South/West Park
Range 21, Step A - \$14.53 per hour
2 hours per day
Funding: General Fund

School Supervision Assistant (Replacement)
Jacobson Elementary School
Range 21, Step A - \$14.53 per hour
2 hours per day
Funding: General Fund – Unrestricted

School Supervision Assistant (Replacement)
George Kelly School
Range 21, Step A - \$14.53 per hour
1 hour per day
Funding: General Fund

BACKGROUND:

Hunter, Jacob

Jamero, Nicholas

Pribble, Jeff

COACHES

Assistant Swim
Tracy High School
Stipend: \$4,034.50

Assistant Swim
West High School
Stipend: \$4,034.50

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

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: February 19, 2020
SUBJECT: **Certify 2019-2020 Fiscal Year Second Interim Report**

BACKGROUND: Education Code Section 42130 and 42131 require that the superintendent of each school district shall submit two reports to the governing board of the district during each fiscal year. The first report shall cover the financial and budgetary status of the district for the period ending October 31. The second report shall cover the period ending January 31. Both reports shall be approved by the district governing board no later than 45 days after the close of the period being reported. All reports required by this subdivision shall be in a format or on forms prescribed by the Superintendent of Public Instruction, and shall be based on standards and criteria for fiscal stability adopted by the State Board of Education pursuant to Section 33127. The reports, and supporting data, shall be maintained and made available by the school district for public review.

The governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether or not the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year.

In addition to the AB1200 oversight responsibilities generated in 1992, additional oversight responsibilities were added in 2004 with AB2756 requiring the San Joaquin County Office of Education and the Tracy Unified School District board review the assumptions supporting the multiple year projections. These two levels of review are included with the Second Interim Report document.

Labor negotiations have been completed all bargaining groups for the 2019-20 school year. In addition, it should be noted that the district has been experiencing declining enrollment of approximately 250 students per year.

Based on current assumptions, the Second Interim Report confirms a positive review in which the district will be able to meet current obligations for the current and two subsequent fiscal years.

FUNDING: The second interim report generates no cost. It is merely a reporting of all projected revenues and expenses in the current and next two fiscal years. This report and the

actions required to implement the changes will ensure the district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent three fiscal years.

RECOMMENDATION: Certify 2019-2020 Fiscal Year Second Interim Report.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: February 27, 2020
SUBJECT: Approve School Site Safety Plans for the 2019-20 School Year

BACKGROUND: Education Code 32280 through 32288 requires each school site, in cooperation with local law enforcement agencies, community leaders, parents, pupils, teachers, administrators, and other persons who may be interested in the prevention of campus crime and violence, to develop a comprehensive school safety plan that addresses the safety concerns identified through a systematic planning process. To comply with that requirement, but to also ensure consistency among the school safety plans throughout the district, district leaders have developed one single plan with minor modifications to match the needs of each school site. Education Code 32286 requires that "Each school shall adopt its comprehensive school safety plan by March 1, 2000, and shall review and update its plan by March 1, every year thereafter."

To facilitate compliance with the Education Code, the School Site Council or a designated safety planning committee for each school site in Tracy Unified School District completed or reviewed a compliance checklist for their site's Comprehensive Safety Plan, and obtained signatures as required by the common district plan. Those signature pages will be submitted to the Clerk of the School board for his or her signature, indicating that each school, after holding a public meeting at the school site, has forwarded its comprehensive school safety plan to the school board for approval.

Education Code 32288 (c) requires that TUSD shall notify the California Department of Education prior to October 15, 2019 of any schools that have not complied.

FUNDING: There is no funding obligation associated with this policy.

RECOMMENDATION: Approve School Site Safety Plans for the 2020-21 School Year.

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 28, 2020
SUBJECT: Approve Adoption of Instructional Materials for K-5 History-Social Science

BACKGROUND: The California Department of Education revised the California Framework for History-Social Science (H-SS) in 2016, which necessitated new instructional materials (IM) for history-social science (H-SS) in grades K-12. In Spring 2019, the School Board adopted new H-SS IM for grades 6-12; these IM were implemented in 2019-2020. As part of the K-12 IM adoption process, K-5 History-Social Science (H-SS) teachers have been evaluating, piloting, and analyzing textbooks since Spring, 2019; they used criteria set out in the California Department of Education's (CDE) History-Social Science Toolkit and the *History-Social Science Framework* published by the CDE in 2016.

The K-5 H-SS IM adoption committee determined the program they found to be most effective for the needs of Tracy Unified School District's students. Community members have been made aware of the adoption process through public announcements and public review of materials at the Instructional Media Center.

The Curriculum Council is recommending Pearson's *California History-Social Science: myWorld Interactive* for students in K-5, including bilingual students in grade 5, and *California Historia-Ciencias Sociales miMundo Interactivo* for bilingual program students in grades K-4, published in 2019.

RATIONALE: The instructional materials being recommended for adoption demonstrates the highest correlation to the following evaluation criteria shared by all grades and courses in the K-5 adoption process:

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

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

RECOMMENDATION: Approve Adoption of Instructional Materials for K-5 History-Social Science.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: February 18, 2020
SUBJECT: **Approve Administrative Intern Agreement with Teachers College of San Joaquin**

BACKGROUND: Tracy Unified School District currently employs interns through a number of colleges and universities. This has aided the District in increasing the number of candidates that are available for administrative positions within the district. A contract between Teachers College of San Joaquin and Tracy Unified School District will expand options for meeting staffing needs. This Agreement will be effective from July 1, 2020 through June 30, 2022.

RATIONALE: By approving this agreement, the District will expand its pool of applicants for Administrative positions. This agenda item meets strategic goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Administrative Intern Agreement with Teachers College of San Joaquin

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

Co-Sponsor Agreement**PRELIMINARY ADMINISTRATIVE SERVICES INTERN CREDENTIAL PROGRAM****2020 – 2022 Academic Years**

Enclosed is a co-sponsor agreement for your educational agency official to sign and return.

The two parties, mutually agree to the following terms and conditions:

I. SERVICES PROVIDED BY TEACHERS COLLEGE OF SAN JOAQUIN/SAN JOAQUIN COUNTY OFFICE OF EDUCATION (TCSJ/SJCOE):

- A. Provide a Program Coordinator for the Administrative Services Credential Program and communicate with the designated district contact person (typically Human Resources);
- B. Provide ongoing support and advisement for administrative interns throughout the program, including a coach for the administrative intern;
- C. Provide program information, training and support to the TCSJ administrative intern's coach;
- D. Collaborate with the administrative intern's evaluator in evaluating the intern's growth and progress;
- E. Process the Administrative Intern Credential for the intern enrolled in the preliminary administrative services program at TCSJ/SJCOE;
- F. Process Preliminary Administrative Credential for the intern successfully completing the administrative services program at TCSJ/SJCOE.

II. SERVICE PROVIDED BY DISTRICT:

- A. Collaborate with the TCSJ/SJCOE Program Coordinator to evaluate the intern's progress;
- B. Comply with TCSJ's CA Commission on Teaching Credentialing approved Administrative Services Credential Program Standards;
- C. Assign a contact person to communicate with TCSJ/SJCOE representatives as needed.

III. TERMS OF AGREEMENT:

This agreement will be in effect from July 1, 2020 and will expire June 30, 2022.

IV. COMPENSATION:

N/A

V. CERTIFICATION OF NON-EMPLOYEE STATUS:

- A. Teachers College of San Joaquin/San Joaquin County Office of Education certifies that at all times TCSJ/SJCOE is acting as an independent contractor and not as employee of the district;

PRELIMINARY ADMINISTRATIVE SERVICES INTERN CREDENTIAL PROGRAMCo-Sponsor Agreement
Revised January 15, 2020
Page 1 of 3

- B. Teachers College of San Joaquin agrees to make no claim against the district for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that TCSJ/SJCOE is not entitled to any such benefits.

**VI. TEACHERS COLLEGE OF SAN JOAQUIN/SAN JOAQUIN COUNTY OFFICE OF EDUCATION
RIGHT OF RETENTION:**

TCSJ shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind produced in the scope of services performed and no other used thereof will be permitted except by permission of TCSJ/SJCOE. Proprietary materials will be exempted from this clause.

VII. LIABILITIES:

TCSJ/SJCOE shall defend, indemnify, and hold the district, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the district, its officers, employees, or agents. TCSJ will provide insurance documentation for their Field Supervisors as specified in Exhibit 1.

The district shall defend, indemnify, and hold TCSJ/SJCOE its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of TCSJ/SJCOE its officers, employees, or agents.

Is the district employee/s providing services to the district Administrative Services Candidate a retiree?

☐ Yes ☐ No ☒ N/A

If yes, are they being paid through a payroll system that reports to both CalSTRS and CalPERS?

☐ Yes ☐ No ☒ N/A

TO BE COMPLETED BY THE EMPLOYING AGENCY:

Type of Educational Agency

☐ COE ☒ District ☐ Charter ☐ NPS ☐ Private

CDS Code (7 or 14 digit) 75499

Name of Agency: TRACY UNIFIED SCHOOL DISTRICT

Mailing Address: 1875 W. LOWELL AVE.

Contact Person: ANTONIA VELASCO

Telephone: 209-830-3260 Email: AVELASCO@TUSD.NET

The signatures below indicate that the educational agency has agreed to the conditions of the Co-Sponsor Agreement and will act as co-sponsors for the 2020-2022 academic years (7/1/20 - 6/30/22):

Name of Approving Official: TAMMY JALIQUE

Position/Title: ASSOCIATE SUPERINTENDENT FOR HUMAN RESOURCES

Signature of Approving Official: _____ Date: _____

Signature of TCSJ Director of Graduate Studies: _____ Date: _____

Signature of TCSJ President: _____ Date: _____

Please complete the Co-Sponsor information (type or print) and return the entire document to:

Judene Violante
Email: jviolante@sjcoe.net or
Fax: 209.468.9124 or
U.S. Mail: P.O. Box 213030 Stockton, CA 95213-9030



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: February 18, 2020
SUBJECT: **Approve Agreement with Teachers College of San Joaquin for Teachers Working on Their Preliminary Administrative Credential**

BACKGROUND: Teachers College of San Joaquin offers an Administrative Preliminary Credential program. This program requires those teachers to spend 1 day each week for 12 weeks working as a “student administrator” at a school site within our district. Teachers College of San Joaquin will reimburse the cost of the substitute covering for the teacher at a rate not to exceed \$150.00 per day. This agreement will be effective from July 1, 2020 through June 30, 2022.

RATIONALE: By approving this agreement, the District will expand its pool of applicants for Administrative positions. This agenda item meets strategic goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Agreement with Teachers College of San Joaquin for Teachers Working on Their Preliminary Administrative Credential

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

Co-Sponsor Agreement**PRELIMINARY ADMINISTRATIVE SERVICES CREDENTIAL PROGRAM****2020 – 2022 Academic Years**

Enclosed is a co-sponsor agreement for your educational agency official to sign and return.

The two parties, mutually agree to the following terms and conditions:

I. SERVICES PROVIDED BY TEACHERS COLLEGE OF SAN JOAQUIN/SAN JOAQUIN COUNTY OFFICE OF EDUCATION (TCSJ/SJCOE):

- A. Provide a Program Coordinator for the Administrative Services Credential Program and communicate with the designated district contact person (typically Human Resources);
- B. Provide ongoing support and advisement for candidates throughout the program;
- C. Provide program information, training, and support to fieldwork supervisors;
- D. Assign fieldwork placements in collaboration with participating district;
- E. Collaborate with fieldwork supervisors in evaluating the candidate's growth and achievement;
- F. Process the Preliminary Administrative Services Credential for candidates who successfully complete the administrative services program at TCSJ/SJCOE.

II. SERVICES PROVIDED BY DISTRICT:

- A. Collaborate with the TCSJ/SJCOE Program Coordinator to identify and select fieldwork supervisor(s) for the district candidate(s);
- B. Comply with TCSJ's CA Commission on Teaching Credentialing approved Administrative Services Credential Program Standards;
- C. Assign a contact person to communicate with TCSJ/SJCOE representatives as needed.

III. TERMS OF AGREEMENT:

This agreement will be in effect from July 1, 2020 and will expire June 30, 2022.

IV. COMPENSATION:

Candidates in this program are required to spend one (1) day each week for 12 weeks working as a "student administrator" at a school site in their district, or partner district. The TCSJ/SJCOE program will bear the cost of the substitute (not to exceed \$150.00 per day) for candidates through reimbursement to the district.

V. CERTIFICATION OF NON-EMPLOYEE STATUS:

- A. Teachers College of San Joaquin/San Joaquin County Office of Education certifies that at all times TCSJ/SJCOE is acting as an independent contractor and not as employee of the district;

- B. Teachers College of San Joaquin agrees to make no claim against the district for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that TCSJ/SJCOE is not entitled to any such benefits.

**VI. TEACHERS COLLEGE OF SAN JOAQUIN/SAN JOAQUIN COUNTY OFFICE OF EDUCATION
RIGHT OF RETENTION:**

TCSJ shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind produced in the scope of services performed and no other use thereof will be permitted except by permission of TCSJ/SJCOE. Proprietary materials will be exempted from this clause.

VII. LIABILITIES:

TCSJ/SJCOE shall defend, indemnify, and hold the district, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the district, its officers, employees, or agents. TCSJ will provide documentation for their Field Supervisors as specified in Exhibit 1.

The district shall defend, indemnify, and hold TCSJ/SJCOE its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of TCSJ/SJCOE its officers, employees, or agents.

Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree?

☐ Yes ☐ No ☒ N/A

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS?

☐ Yes ☐ No ☒ N/A

TO BE COMPLETED BY THE EMPLOYING AGENCY:

Type of Educational Agency

☐ COE ☒ District ☐ Charter ☐ NPS ☐ Private

CDS Code (7 or 14 digit) 75499

Name of Agency: TRACY UNIFIED SCHOOL DISTRICT

Mailing Address: 1875 W. LOWELL AVE.

Contact Person: ANTONIA VELASCO

Telephone: 209-830-3260 Email: AVELASCO@TUSD.NET

The signatures below indicate that the educational agency has agreed to the conditions of the Co-Sponsor Agreement and will act as co-sponsors for the 2020-2022 academic years (7/1/20 - 6/30/22):

Name of Approving Official: TAMMY JALIQUE

Position/Title: ASSOCIATE SUPERINTENDENT FOR HUMAN RESOURCES

Signature of Approving Official: _____ Date: _____

Signature of TCSJ Director of Graduate Studies: _____ Date: _____

Signature of TCSJ President: _____ Date: _____

Please complete the Co-Sponsor information (type or print) and return the entire document to:

Judene Violante
Email: jviolante@sjcoe.net or
Fax: 209.468.9124 or
U.S. Mail: P.O. Box 213030 Stockton, CA 95213-9030



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: February 18, 2020
SUBJECT: Approve Teacher Intern Agreement with Teachers College of San Joaquin

BACKGROUND: Tracy Unified School District currently employs interns through a number of colleges and universities. This has aided the District in increasing the number of candidates that are available for a variety of teaching positions within the district. A contract with Teachers College of San Joaquin and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be in effect during the 2020-2022 academic school years.

RATIONALE: By renewing the Teachers College of San Joaquin intern agreement, the District will expand its pool of applicants. This agenda item meets strategic goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Teacher Intern Agreement with Teachers College of San Joaquin

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



Co-Sponsor Agreement

IMPACT INTERN PROGRAM

2020 – 2022 Academic Years

This agreement by and between Teachers College of San Joaquin IMPACT Intern Credential Program, hereinafter referred to as "TCSJ" (aka Program Sponsor) and the employing agency is for the purpose of setting forth the operative conditions which will govern this partnership. TCSJ is a CA Commission on Teacher Credentialing (CCTC) approved university teacher preparation program and is forming a partnership with the employing agency who hires interns as the teacher of record in employing agency schools.

Enclosed is a co-sponsor agreement for the employing agency official to sign and return. When hiring an intern, a co-sponsor agreement between an employing agency and a CA Commission on Teacher Credentialing (CCTC) approved Program Sponsor must be in place in order to comply with CCTC requirements. The Teachers College of San Joaquin (TCSJ) IMPACT Intern Credential Program is a department within the San Joaquin County Office of Education.

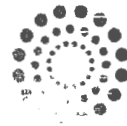
TERM

The effective dates of this Co-Sponsorship Agreement are for the academic years July 1, 2020-June 30, 2022. Either party may terminate this agreement by submitting written notice to the other party no later than 30 days prior to the start of the academic year.

GENERAL PARTNERSHIP AGREEMENTS:

Intern programs are the result of a partnership between the institution that prepares teachers (Program Sponsor) and the employer. The district or employing agency agrees that there is a need for teachers and that certificated employees will not be displaced when hiring interns.

1. The employing agency shall ensure that site administrators with employed interns are aware of the shared responsibilities set forth in this agreement.
2. The employing agency shall assign a representative (e.g. Assistant Superintendent or site Principal) to act as a contact person to the TCSJ IMPACT Intern Program.
3. The employing agency shall provide representation at Consortium meetings.
4. The employing agency ensures the intern candidate is a teacher of record in a minimum .5 FTE capacity fully aligned to credential being sought.
5. The employing agency assigns the intern a class that ensures the presence of students with exceptionalities and English learners.
6. The employing agency shall ensure the intern has access to classroom technology that can be used for educational purposes.
7. Intern assignments must enable the candidate to attend classes on time and complete the requirements of the TCSJ IMPACT Intern Program.
 - a. To the extent possible, and in accordance with the educational agency bargaining unit guidelines, the educational agency agrees to assign minimal extra/co-curricular activities and/or provide early release to the intern.



8. The employing agency shall respond to requests for evaluation data as requested by the CCTC and TCSJ IMPACT Intern Program, including survey completion, demographic and/or retention information.
9. TCSJ understands that the educational record of the teacher candidate, employed by an Employer, is protected by FERPA. As a result of the Co-Sponsor Agreement, the Employer is considered a school official with a legitimate educational interest in determining the professional responsibility of the teacher candidate. TCSJ agrees to protect the privacy of educational records, concerning any teacher candidate and will not transmit, share or disclose any such records without the teacher candidate's written consent, **except to other school officials who have a legitimate educational interest in the records. (34CFR§99.31)**
10. Interns who are admitted into the Teachers College of San Joaquin IMPACT Intern Credential Program must:
 - a. Be employed as the teacher of record in an assignment that aligns with the credential being pursued (Mild/Moderate, Moderate/Severe, Early Childhood Special Education, Multiple Subject or Single Subject classroom);
 - b. Complete TB testing and fingerprinting with the employing agency;
 - c. Be employed in a setting where video capture is permitted for candidate reflection and Teaching Performance Assessments (TPAs);
 - d. Be employed at a site with a fully qualified site administrator;
 - e. Be employed as the teacher of record in a minimum .5 FTE capacity fully aligned to credential being sought;
 - f. Be employed in a face-to-face instructional setting with the same group of students on a daily or weekly basis as determined by the master schedule;
 - g. Provide all documents required by the CCTC and TCSJ IMPACT Intern Program;
 - h. Be enrolled in the TCSJ IMPACT Intern Program.

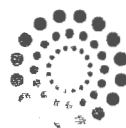
PEER SUPPORT/COACHING & MENTORING:

Pursuant to California Education Code 44321, the supervision, mentoring and support of interns is the responsibility of both the Commission-approved teacher preparation program (Program Sponsor) and the employing agency.

Prior to an intern assuming daily teaching responsibilities, the employer must identify a peer coach/mentor . The peer coach/mentor may not be the intern's supervisor/evaluator and should be from the same site.

The combination of **employer-provided** support and mentoring, and program support and supervision (provided by TCSJ) to the intern must include the following:

1. A minimum of 144 hours of annual support/mentoring and supervision:
 - a. Support may include but is not limited to weekly course planning of curriculum and assessments, coaching within the classroom, and problem-solving regarding student issues.
 - b. A minimum of five hours per week of support/mentoring and guidance must be provided to an intern teacher by the employing agency.
 - c. The program sponsor will provide opportunities to fulfill a portion of the 144 hours of general support needed each year.
 - d. The program sponsor will provide the intern with procedures to document and monitor the CCTC required hours of mentoring and support from the employer and TCSJ IMPACT Intern Program.
 - e. The intern will be responsible for documenting hours of support received.

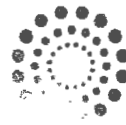


2. An additional 45 hours of support/mentoring and supervision specific to meeting the needs of English learners shall be provided to an intern teacher unless the intern holds a CLAD, EL Authorization or has passed all sections of the CTEL Examination.
 - a. The employing agency must identify an employee who will be immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed.
 - b. The identified coach/mentor **may** be the same peer coach/mentor that is providing general support and supervision provided that the individual possesses an English learner authorization and will be immediately available to assist the intern teacher in working with English learners.
 - c. The program sponsor will provide opportunities to fulfill a portion of the 45 hours of support/mentoring and supervision specific to meeting the needs of English learners.
 - d. The program sponsor will provide the intern with procedures to document and monitor the CCTC required hours of mentoring and support from the employer and TCSJ IMPACT Intern Program.
3. The employing agency must ensure that the peer coach/mentor satisfies the following minimum qualifications:
 - a. Hold a valid corresponding Clear or Life credential in the content area he/she is supporting;
 - b. Possess EL Authorization if responsible for providing specified EL support;
 - c. Have three years of successful teaching experience;
 - d. Agree to complete 10 hours of initial orientation and subsequent ongoing support, provided by the program.
4. Sufficient resources are to be provided, including the identification of protected time for employer-provided peer coach/mentor to work with the intern **within** the school day.
5. The employer determines the terms of employment for the peer coach/mentor and additional personnel. It is at the discretion of the employer to determine if the peer coach/mentor and/or additional personnel receive compensation and if so, compensation is the responsibility of the employer. The employer agrees to provide any substitute release time necessary to train the peer coach/mentor and for the peer coach to conduct observations if needed.
6. The employing agency shall honor the confidentiality between the intern and peer coach/mentor while monitoring the contact and effectiveness of the peer coach/mentor.
7. Issues regarding a peer coach/mentor will be addressed in a timely way, with a plan for intervention or reassignment, if necessary. The employing agency agrees to allow, after parent permission is granted, the Support Supervisor to observe Education Specialist candidates during an IEP meeting, or failing that, to debrief with a participating educational agency administrator who was present at a recent IEP meeting conducted by the candidate.

RESPONSIBILITIES OF EMPLOYING AGENCIES/DISTRICTS

The employing agency acknowledges that:

1. Candidates will pay tuition/fees during their enrollment in the program and, if appropriate, the employer will assist the TCSJ IMPACT Intern Program Student Account's office to establish monthly payroll deduction of tuition for the intern. Credential recommendations cannot be made if the candidate is not in "good financial standing". The employing agency is not responsible for non-payment by the intern.

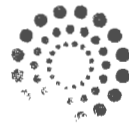


2. No intern's salary may be reduced by more than 1/8 of its total to pay for supervision and/or support, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. *Reference: Education Code Section 44462.*
3. The intern credential recommendation is jointly made between the employing agency and the TCSJ IMPACT Intern Program. Employment decisions, such as continuing employment and tenure decisions, are separate from credentialing decisions, and are at the sole discretion of the employing agency. In the instance when the employing agency, for whatever reason, no longer employs an intern candidate, the program sponsor will make the recommendation for the appropriate credential if the candidate has successfully completed the intern program.
4. Should a candidate not fulfill the completion requirements of the TCSJ IMPACT Intern Program, including timely payment of tuition, the program may drop the candidate, which we acknowledge may create employment issues for the employing agency. Program personnel will consult with appropriate educational agency staff and the candidate prior to this decision.
5. It is the district's responsibility to ensure candidates will be compensated for units earned in the program in the manner normally provided to all educational agency teachers.
6. Candidates will be evaluated annually by the employing agency.

RESPONSIBILITIES OF PROGRAM SPONSOR (TCSJ):

The responsibilities of the Program Sponsor, Teachers College of San Joaquin IMPACT Intern Program (San Joaquin County Office of Education), shall include the following:

1. Employment and assignment of qualified persons to teach courses and supervise candidates. include but are not limited to: a) current knowledge of the content; b) knowledge of the current context of public schooling including the California adopted content standards, frameworks and accountability systems; c) knowledge of diversity in society, including abilities, culture, language, ethnicity, and gender orientation; and d) demonstration of effective professional practices in teaching and learning, scholarship, and service.
2. Identification and assignment of a Support Supervisor and allocation of additional personnel if needed to provide on-site support for the intern. The TCSJ Support Supervisor will provide on-going direct support, including classroom observations, lesson planning, co-teaching and evaluation of teaching proficiency according to the program sponsor's requirements.
3. Providing appropriate orientation and training for the Support Supervisor and peer coach/mentor;
 - a. The content of this orientation includes but is not limited to characteristics of coaching, expectations for time and frequency of visitations, developing an understanding of the Teaching Performance Expectations, and process for documenting observations and evaluations of intern.
4. Establishing effective and on-going communication with employing agency and TCSJ IMPACT Intern personnel (e.g. Support Supervisor, Program Evaluator, Program Coordinators, Program Director and President) as appropriate to ensure a successful teaching experience for the intern;
5. Providing all CCTC required coursework for the Preliminary Credential and assistance with questions or issues in regard to credentialing;

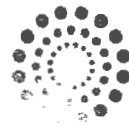


6. Processing appropriate documents with the CCTC for intern, preliminary, and clear (if appropriate) credentials for candidates.
7. In cooperation with the employing agency the program sponsor will counsel the intern candidate and develop a plan to complete the requirements to earn a credential in the content or specialty area of the intern credential.

INDEMNIFICATION:

TCSJ shall defend, indemnify and hold Employing Agency and it's officials, employees , and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of TCSJ, its officials, agents or employees. TCSJ will provide insurance documentation for their Field Supervisors as specified in Exhibit 1.

Employing Agency shall defend, indemnify and hold TCSJ and its officials, employees, and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Employing Agency, its officials, agents or employees.



TEACHERS COLLEGE

of SAN JOAQUIN

2721 Transworld Drive, Stockton CA 95206

TO BE COMPLETED BY THE EMPLOYING AGENCY:

*For public schools, the Co-Sponsor Agreement can be with the district. For non-public schools and charter schools the co-sponsor agreement must be with the individual school.

Type of Educational Agency

☐ COE

☒ District

☐ Charter*

☐ NPS*

CDS Code (7 or 14 digit) 75499

Name of Agency: TRACY UNIFIED SCHOOL DISTRICT

Mailing Address: 1875 W. LOWELL AVE.

Contact Person: ANTONIA VELASCO

Telephone: 209-830-3260 Email: AVELASCO@TUSD.NET

The signatures below indicate that both parties have agreed to the conditions of the Co-Sponsor Agreement and will act as co-sponsors for the 2020-2022 academic years (7/1/20 - 6/30/22):

Name of Approving Official: TAMMY JALIQUE

Position/Title: ASSOCIATE SUPERINTENDENT FOR HUMAN RESOURCES

Signature of Approving Official: _____ Date: _____

Signature of Educational Agency Board President (optional): _____

Date: _____

Signature of TCSJ Director of IMPACT Credentials: _____ Date: _____

Signature of TCSJ President: _____ Date: _____

Please complete the Co-Sponsor information (type or print) and return the entire document to:

Crysol Salcedo

Email: csalcedo@sjcoe.net or

Fax: 209.468.9124 or

U.S. Mail: P.O. Box 213030 Stockton, CA 95213-9030

Candidates will not be admitted to the Teachers College of San Joaquin IMPACT Intern Credential Program without a current Co-Sponsor Agreement from the sponsoring educational agency on file.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: February 17, 2020
SUBJECT: Approve Resolution 19-20, 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. This resolution adds positions to those previously submitted and approved at the February 25, 2020, board meeting under resolution 19-17.

RECOMMENDATION: Approve Resolution 19-20, 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. 19-20

**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. These particular kinds of service are in addition to those previously submitted and approved on February 25, 2020, under Resolution 19-17:

- a. Reduction of **1.0 Full Time Equivalent (FTE)** Elementary teaching program
- b. Reduction of **1.0 FTE** Teacher on Special Assignment (TOSA) teaching program;
- c. Reduction of **0.4 FTE** French 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 an additional 2.4 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 an additional 2.4 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 March 11, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

ATTESTED:

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

Clerk
Board of Trustees
Tracy Unified School District