

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

**DATE: TUESDAY, MARCH 24, 2020**

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

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

**DUE TO COVID-19, THE AUDIENCE WILL BE LIMITED AND  
SPECIAL AUDIO ACCOMODATIONS WILL BE MADE.**

**A G E N D A**

- |           |   |                |
|-----------|---|----------------|
| <b>1.</b> | <b>Call to Order</b>  | <b>Pg. No.</b> |
| <b>2.</b> | <b>Roll Call – Establish Quorum</b><br>Board: S. Abercrombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, J. Silcox, L. Souza<br>Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry   |                |
| <b>3.</b> | <b>Closed Session:</b> Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.<br><b>3.1 Administrative &amp; Business Services:</b> None.<br><br><b>3.2 Educational Services:</b><br><b>3.2.1</b> Findings of Fact: FF#19-20/#62, #19-20/#63, #19-20/#65, #19-20/#66<br><b>3.2.2</b> Reinstatements: AR#19-20/#26<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain ___<br><br><b>3.3 Human Resources:</b><br><b>3.3.1</b> Approve Resolution No. 19-23 Intent to Dismiss and for Immediate Upaid Suspension<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain ___<br><b>3.3.2</b> Consider Leave of Absence Requests for Certificated Employees<br>#UC-1190, UC-1190, #UC-1191, #UC-1192, #UC-1193, #UC-1194, #UC-1195, #UC-1196, #UC-1197, #UC-1198, #UC-1199, #UC-1200, #UC-1201, #UC-1202, #UC-1204, #UC-1148, #UC-1149, #UC-1150, #UC-1151, #UC-1152, #UC-1153, #UC-1154, #UC-1205, #UC-1206, UC#1207, UC#1208, UC#1209, UC#1210 and UC#1211. Pursuant to Article XX<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain ___<br><b>3.3.3</b> Consider Non-Paid Leave of Absence Request for Certificated |                |

Employee #UC-1212, Pursuant to Article XX

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

**3.3.4** Consider Public Employee/Employment/Discipline/Dismissal/Release

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

**3.3.5** Conference with Labor Negotiator

Agency Negotiator: Tammy Jalique

Associate Superintendent of Human Resources

Employee Organization: CSEA, TEA

**4. Adjourn to Open Session**

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

**6. Closed Session Issues:**

**6a** Action Taken on Findings of Fact: FF#19-20/#62, #19-20/#63, #19-20/#65, #19-20/#66

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

**6b** Report Out of Action Taken on Reinstatements: AR#19-20/#26

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

**6c** Report Out of Action Taken on Approve Resolution No. 19-23 Intent to Dismiss and for Immediate Unpaid Suspension

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

**6d** Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees

#UC-1190, UC-1190, #UC-1191, #UC-1192, #UC-1193, #UC-1194, #UC-1195, #UC-1196, #UC-1197, #UC-1198, #UC-1199, #UC-1200, #UC-1201, #UC-1202, #UC-1204, #UC-1148, #UC-1149, #UC-1150, #UC-1151, #UC-1152, #UC-1153, #UC-1154, #UC-1205, #UC-1206, UC#1207, UC#1208, UC#1209, UC#1210 and UC#1211. Pursuant to Article XX

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

**6e** Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Certificated Employee #UC-1212, Pursuant to Article XX

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

**7. Approve Regular Minutes of March 10, 2020.**

**1-5**

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

**8. Student Representative Reports: None.**

**9. Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement: None.

**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.**

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

**12. PUBLIC HEARING:** None.

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

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

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

**13.1 Administrative & Business Services:**

- |               |   |              |
|---------------|---|--------------|
| <b>13.1.1</b> | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   | <b>6-7</b>   |
| <b>13.1.2</b> | Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District | <b>8-9</b>   |
| <b>13.1.3</b> | Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year   | <b>10-11</b> |

**13.2 Educational Services:**

- |               |  |              |
|---------------|--|--------------|
| <b>13.2.1</b> | Approve Agreement for Special Contract Services with S & S Worldwide, Inc. for PE Central to Provide Single Subject Physical Education Teachers Professional Learning on the District Staff Development Buy-back Day and District Early Release Mondays During the 2020 – 2021 School Year | <b>12-20</b> |
| <b>13.2.2</b> | Ratify Agreement for Special Contract Services with Bruce Bloom, M.Ed., CRC, IPEC, CAS for Independent Educational Evaluation/Transitional Assessment for the 2019-2020 School Year  | <b>21-24</b> |
| <b>13.2.3</b> | Ratify Agreement for Special Contract Services with LC Education, for Assistive Technology Assessments and Training for the 2019-2020 School Year  | <b>25-28</b> |
| <b>13.2.4</b> | Approve Agreement for Special Contract Services with Give Every Child a Chance to Provide Afterschool Tutoring at South/West Park Elementary School for the 2019-2020 School Year  | <b>29-33</b> |

**13.3 Human Resources:**

- |               |   |              |
|---------------|---|--------------|
| <b>13.3.1</b> | Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment | <b>34-35</b> |
| <b>13.3.2</b> | Approve Classified, Certificated, and/or Management Employment  | <b>36-37</b> |

- 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** Approval to use SPURR-REAP Process to Engage in Contracts with ForeFront Power (Separate Cover Item) **38-41**

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

**14.1.2** Consider Claim No. 583669 **42**

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

**14.1.3** Approval of Increase in Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620 & Government Code 65995 **43-46**

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

**14.1.4** Accept the 2018-19 Independent Financial Audit and Performance Audit for Measure B General Obligation Bond (Separate Cover Item) **47**

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

**14.1.5** Accept the 2018-19 Independent Financial Audit for TAPFFA (Separate Cover Item) **48**

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

**14.1.6** TRACY SCHOOL FACILITIES FINANCING AUTHORITY **49-52**  
ANNUAL MEETING

March 24, 2020

7:00 P.M.

Tracy Unified School District – Education Center  
1875 W. Lowell Ave.  
Tracy, CA 95376

1. CALL TO ORDER
2. ROLL CALL/CONFIRMATION OF OFFICERS  
- Establish Quorum

<i>Name</i>	<i>TSFFA Board Position</i>
Brian Pekari	Chair
Steve Abercrombie	Vice-Chair
Jill Costa	Secretary
Lori Souza	Member
Jeremy Silcox	Member
Ameni Alexander	Member
Simran Kaur	Member

<i>Name</i>	<i>TSFFA Staff Position</i>
Brian Stephens	Executive Director
Casey Goodall	Treasurer and Controller

**3. Comments from the Public on Items Not on the Agenda**  
(5-Minute Time Limit Per Individual)

Persons wishing to speak to items not on the agenda are asked to complete a “Request to Speak” card and present it to the Chair prior to the meeting. Subjects not on the agenda may be introduced at this time, but no action may be taken on them at this meeting. When you address the Board, please stand at the podium and state your name for the record.

Comments from the Floor on **Items On the Agenda**  
(5-Minute Time Limit Per Individual)

Persons wishing to speak to items on the agenda are asked to complete a “Request to Speak” card and present it to the Chair prior to the meeting. You will be given an opportunity to speak on the subject at the time the item is discussed by the Board. When you address the Board, please stand at the podium and state your name for the record.

**4. DISCUSSION/ACTION –**

**4.1 Approve Meeting Minutes of February 12, 2019**

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

**4.2 Accept the 2018-2019 Independent Annual Financial Report for the Tracy School Facilities Financing Authority (Separate Cover Item)**

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

**5. ADJOURNMENT**

**14.1.7 Adopt Resolution No. 19-24 Emergency Resolution Delegating Authority to Take Necessary Action to Protect Students and Staff from the Spread of Coronavirus (COVID-19) 53-55**

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

**14.2 Educational Services:**

**14.2.1 Adopt Resolution No. 19-22 Authorizing Litigation against Manufacturers, Distributors and Sellers of Electronic Cigarettes and Vaping Products 56-61**

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

**14.2.2 Adopt Board Policy (BP) 6158.1 and Master Agreement for the Tracy Unified School District Independent Study Charter School 62-67**

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

**14.2.3 Approve Adoption of Instructional Materials for 12th Grade Expository Reading and Writing Course 68-69**

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

**14.2.4 Approve Adoption of Instructional Materials for Emergency Response: Introduction to Fire Service 70**

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

**14.2.5 Approve Adoption of Introduction to Psychology Instructional Materials 71**

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

**14.3 Human Resources:**

- 14.3.1** Approve Revised Job Descriptions for Associate Superintendent for Educational Services, Associate Superintendent for Business Services and Associate Superintendent for Human Resources **72-81**

**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** March 13 – April 3 School Closure (COVID-19)
  - 18.2** April 10-17, 2020 No School, Spring Break
  - 18.3** May 22, 2020 Last Day of School

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209.830.3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aids or services, he/she should also contact the Superintendent's Office at least 24 hours prior to the meeting.

**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, March 10, 2020**

- 6:30 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, B. Pekari, J. Silcox, L. Souza  
Absent: S. Kaur  
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/#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:** As Amended #51. Abercrombie, Souza. **Vote:** Yes-6; No-0; Absent-1(Kaur)
- 6b Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 346, Pursuant to Article XXIII  
**Action:** Approved. **Vote:** Yes-6; No-0; Absent -1(Kaur)
- Minutes:** 7. **Approve Regular Minutes of February 25, 2020.**  
**Action:** Abercrombie, Silcox. **Vote:** Yes-5; No-0; Abstain-1(Souza); Absent-1(Kaur)
- Employees Present:** V. Aceves, R. Riddle, S. Silvinson, V. Nyberg, S. Theall, M. Petty, R. Pecot, J. Nott, R. Call, L. Nelson, T. Calderon, D. Schneider, J. Stocking, L. Flores, S. Silvinson, M. Williams, M. Sankus
- Press:** None.
- Visitors Present:** H. Andrade, K. Morelos, R. Towle, G. Alcala, C. DeCoite, C. Li, B. Soria, J. Andrade
- Student Rep Reports:** **Tracy High FFA:** Kathleen Morelos and Hayden Andrade commented that on January 31<sup>st</sup> they held their annual crab feed. They thanked the community for their support. Eva Staas competed in speaking and placed 7<sup>th</sup>. They reported on various students who competed in contests. The regional contest will be held on March 27 at MJC. Ms. Georgia Souza and 7 students attended the World Ag Expo. They hosted several events during National FFA week and held AG awareness presentations in all AG classes. They also hosted a teacher breakfast and student BBQ for lunch along with a photo booth. Ten students will be receiving a state degree at Delta College. Three teams will be competing in various upcoming field days. Nine students will be traveling to Anaheim to attend

the State FFA Convention. On May 7 they will hold their annual FFA Banquet.

**West High FFA:** Rylee Towle, Cadence DeCoite, Bernard Soria, George Alcala and Codi Li reported that their annual See's Candy le will start tomorrow. Students are traveling almost every Saturday to various colleges. The poultry team placed third at UC Davis and there are several speech contests coming up. Students placed 3 in the sectionals in Linden and will be moving on to Cal Poly. Five students are traveling to Anaheim for the state leadership conference. They invited everyone to their annual banquet on May 8<sup>th</sup>. The doors open at 5:30 with dinner at 6:00 in the West High cafeteria. Coop teams are learning about farmer cooperatives including vocabulary and math.

**Recognition &  
Presentations:**

**9.1 Art Freiler School Presentation**

Principal, Stephen Theall and Assistant Principal, Virginia Nyberg, presented a power point. They showed a video that asked students to describe when they had a hard time ~~learn~~ing and how classmates and teachers helped them and made them believe that they could excel. Several students expressed difficulties in some science projects, reproduction in plants, ecosystems, dividing bigger numbers, decimals, subtracting fractions, ELA, and site words. Students said that they were helped by being shown a different way with less steps. They were shown step by step process. Some drew pictures and talked about it. Other students would quiz each other. They were given confidence by high fives, smiley faces and being encouraged. Students cheered each other on and were told they could do it. It is easy to on test scores and data. Freiler continues to focus on learning perseverance and experience so that students will all excel.

**Information &  
Discussion Items:**

**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

Director of IMC, Dr. Debra Schneider, presented a power point, along with teachers. This is for ERWC English for 12<sup>th</sup> grade. They reviewed the adoption committees, analysis of course needs, modules, text chosen and the rationale. The final choice was Expository Reading and Writing Course 3.0 Modules and Texts.

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

Director of IMC, Dr. Debra Schneider, presented a power point. This will be a new course and Sarah Silvinson will be the teacher of record. She reviewed the course analysis of course needs. This will prepare students for a community college program and they will explore a variety of emergency response careers. They spoke with local fire agencies, community colleges and high schools in the area and are working with the South County Fire Authority. This also has a workbook that goes with it. They are collaborating with various



agencies. Their choice is International Fire Service Training Association: essentials of Fire Fighting 7<sup>th</sup> Edition (2018).

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

Director of IMC, Dr. Debra Schneider, presented a power point. All three high schools were a part of the committee. Dr., Schneider reviewed the process and analysis of course needs. Their final choice is HMH Introduction to Psychology by S.A. Rathus (2018)

**10.2.4** Receive Report on Logo Colors for Tracy Charter Learning

Director of Student Services, Rob Pecot, passed out copies of potential logos for the new Tracy Charter School, for the board's information. They will start advertising quickly and have two teaching positions posted already.

**Hearing of Delegations**

**11.** Renee Riddle thanked Dr. Stephens for the updates on the coronavirus. The negotiations team signed an MOU last Thursday and it's nice to have things resolved. She has an issue that a few weeks ago a student had a potential gun and instead of an SRO bringing the student to the office, a classified person brought the student to the office.

**Public Hearing:**

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

**Consent Items:**

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

**Action:** As amended #13.3.1. Souza, Abercrombie.

**Vote:** Yes-6; No-0; Absent-1(Kaur)

**13.1** **Administrative & Business Services:**

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

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

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

**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

**13.1.5** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year

**13.1.6** Approve Payroll Report (January, 2020)

**13.1.7** Approve Revolving Cash Fund Reports (January, 2020)

**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

- 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
- 13.2.3 Ratify Agreement for Special Contract Services with Lisa Cheney, Educational Psychologist for an Individual Educational Evaluation/Psycho-Educational Assessment
- 13.2.4 Ratify Agreement for Special Contract Services with Dr. M. Alex Peterson for Independent Educational Evaluation/Psycho-Educational Assessment
- 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
- 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
- 13.2.7 Approve Agreement for Special Contract Services for HIN Experience Motivational Speaker during Testing on April 1, 2020 at West High School
- 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

**13.3 Human Resources:**

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

**Action Items:**

**14.1 Administrative & Business Services:**

- 14.1.1 Certify 2019-2020 Fiscal Year Second Interim Report (Separate Cover Item)  
Associate Superintendent of Business Services, Dr. Casey Goodall, presented a power point explaining the report. Every March we take a snapshot of how we think we have been implementing our budget. We have identified \$5.4 million in budget reductions. We have operated in the current year with a balanced budget. Declining enrollment is approximately 247 students and COLA is projected to be 2.29%.

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

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

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

**14.2 Educational Services:**

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

**None.** Abercrombie, Costa. **Vote:** Yes-6; No-0; Absent-1(Kaur)

**14.3 Human Resources:**

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

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

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

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

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

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

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

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

**Board Reports:**

Trustee Silcox passed. Trustee Souza missed the last meeting. She thanked Dr. Goodall for the budget report. It is not easy to make cuts. She has been following other districts and they are making massive cuts. She thanked cabinet for their time and effort in keeping TUSD on top of things. She thanked the presenters and appreciated the videos of the kids. Trustee Alexander passed. Trustee Costa commented that at the Tracy Parks meeting they were presented with new nature park project. It is on the City of Tracy website and you can post comments on it. The music festival will be on Thursday the 12<sup>th</sup>. Trustee Abercrombie passed. Trustee Pekari had the opportunity to visit Monte Vista Middle School with Dr. Stephens. They are doing a great job with the *Pony Express News*. Students are working with West High. It is great mentoring in action. He also attended the district art show art which will be up through the end of March. He's proud of our students. The LCAP meeting is this Thursday and the Festival of Cultures is Wednesday.

**Superintendent Report:**

Dr. Stephens commented that COVID-19 is impacting everyone around the world. He thanked Bobbie for the great job on the webpage. He encouraged people to check our webpage for the latest TUSD information. The Festival of Cultures starts at 6:30 at The Grand. Thursday is the LCAP meeting and music festival which is one of the best nights of the school year. He thanked everyone for their efforts.

**Adjourn: 7:54 pm**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** March 4, 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 24, 2020  
SUMMARY OF SERVICES**

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A. Vendor: School Services of California Inc.  
Site: Tracy Unified School District  
Item: Agreement - Ratify  
Services: Review budget and negotiation documents, provide preliminary consultation, and perform other services required prior to or beyond the initial negotiation state.  
Cost: Consultant \$310 per hour, plus expenses, Assistant Director \$260 per hour, Data Specialist \$170 per hour, Support Staff \$165 per hour.  
Project Funding: General Fund/Human Resources

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B. Vendor: Law Office of Young, Minney & Coor, LLP  
Site: Tracy Unified School District  
Item: Notification of Rate Increase  
Services: Legal services related to charter school law.  
Cost: \$260.00/Associates (increase of \$15.00/hr.), \$295.00/Partners (increase of \$10.00/hr.).  
Project Funding: Risk Management/Legal Services

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C. Vendor: School Innovations & Achievement, Inc.  
Site: District-wide  
Item: Year One of a Three Year Service Agreement  
Services: Compilation and preparation of the school accountability report cards (SARC), as required by the California Education Code Section 35160, for the 2019/20, 2020/21, and 2021/22 school years.  
Cost: \$21,500.00 annually  
Project Funding: General Fund

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D. Vendor: Shaw Sports Turf  
Site: Tracy High School  
Item: Agreement  
Services: Contractor to remove and replace the stadium turf per a CMAS Piggyback Agreement #04-18-00-0116B.  
Cost: \$717,091.00  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** March 9, 2020  
**SUBJECT:** **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District**

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

Tracy Unified School District:

1. Tracy Unified School District/Visual and Performing Arts: From America's Music Teacher for the amount of \$4,053.60 (ck. #2033). This donation stems from ticket sales for the Tracy Honors Concert held at The Grand Theater.

West High School:

1. Tracy Unified School District/West High School: From Virgilia Costa for the amount of \$500.00 (ck. #3600). This donation is a contribution to the Future Farmers of America (F.F.A.) 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

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** March 24, 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>
North School Parent Club	<i>Recommended for Approval</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>



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** March 5, 2020  
**SUBJECT:** **Approve Agreement for Special Contract Services with S & S Worldwide, Inc. for PE Central to Provide Single Subject Physical Education Teachers Professional Learning on the District Staff Development Buy-back Day and District Early Release Mondays During the 2020 – 2021 School Year**

**BACKGROUND:** Tracy Unified School District (TUSD) seeks professional learning opportunities to support Physical Education (PE) teachers in building their skills and knowledge in providing rigorous relevant learning to all TUSD students. PE Central provided highly effective and relevant professional learning opportunities for PE teachers during the District Staff Development Buy-back Day and District Early Release Mondays in 2019-2020. As TUSD continues to work toward developing intentionally integrated curriculum, PE Central is positioned to continue to support TUSD teachers integrating literacy and other subjects into PE through Project Based Learning.

**RATIONALE:** PE Central Workshops provide K-12 Physical Educators with practical ideas and hands-on activities they can easily implement into their physical education program. Their professional development workshops are fun, engaging, and filled with valuable skill building tools such as: how to implement Personalized Learning/Project Based Learning into your program; how to use FitnessGram to its fullest, how to integrate literacy and other subjects into PE. PE Central will provide one full day of service with two (2) workshops provided at the District Staff Development Buy-back Day, and four (4) days of services, with two (2) workshops provided at each District led Early Release Monday during the 2020 – 2021 school year. One workshop will support elementary PE teachers and the other workshop will support high school PE teachers. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** The cost of training by PE Central for the 2020 – 2021 school year will not exceed \$7,400. This training cost will be paid through District LCAP funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with S & S Worldwide, Inc. for PE Central to Provide Single Subject Physical Education Teachers Professional Learning on the District Staff Development Buy-back Day and District Early Release Mondays During the 2020 – 2021 School Year.

**Prepared by:** Mrs. Marji Baumann, Professional Learning and Curriculum, Induction Program Administrator.

# 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 S&S Worldwide, Inc., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide Single Subject Physical Education Teachers Professional Learning on the District Buy Back Day and District Early Release Mondays During the 2020-2021 School Year.

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 5 days (5) | 1 HOURS | ✓ | 1 DAYS, under the terms of this agreement at the following location Tracy Unified School District, Kimball High School, Freiler Elementary School.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule: \$3,000 \* 1 full day  
\$1100 \* 4 1/2 hr. sessions on 4 different days

- a. District shall pay \$ See above in red per | 1 HOUR | ✓ | 1 DAY | 1 FLAT RATE, not to exceed a total of \$ 7,400. 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 August 1, 2020, and shall terminate on May 30, 2021.

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, Melissa Beattie, at ( ) 209-830-3232 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor | ☐ **WILL** | ☒ **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

#### AGREED:

\_\_\_\_\_  
Contractor Signature Title

\_\_\_\_\_  
IRS Identification Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Tracy Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Account Number to be Charged

\_\_\_\_\_  
Department/Site Approval

\_\_\_\_\_  
Budget Approval

\_\_\_\_\_  
Date Approved by the Board



**Onsite Workshop Proposal**  
(Proposal Written 3-4-2020)

**Workshop Dates (3 in 2020, 2 in 2021):**

- Friday, August 7, 2020 (full day, 2 presenters)
- Monday, September 14, 2020 (2-hour session, 2 presenters)
- Monday, November 9, 2020 (2-hour session, 2 presenters)
- Monday, January 11, 2021 (2-hour session, 2 presenters)
- Monday, March 8, 2021 (2-hour session, 2 presenters)

**School District:** Tracy Unified School District, Tracy, CA

**Contact:**

Marji Baumann  
Assistant Principal  
Central Elementary School  
(209) 830-3303

Induction Program Administrator  
Professional Learning and Curriculum  
Tracy Unified School District  
1875 West Lowell Ave. Tracy, CA 95376  
(209) 830-3232  
mbaumann@tusd.net

**Location of Workshops:** TBD

**PE Central Presenters:** Wendy Jones, Semi-Retired PE Teacher, San Francisco, CA and Cindy Lederer, retired PE teacher, for Elementary/MS presentations. Barbara Aiken, retired PE teacher, may present with Cindy on some or all of the workshops, but this does not affect the pricing.

**Workshop Length:** 2 full-day workshops (1 for HS and 1 for K-8); 4 two-hour sessions over a period of a year for High School and 4 two-hour sessions for Elementary/Middle School. Total of 8 2-hour sessions and 2 full day workshops. 10 total workshop presentations.

**Number of Participants:** 15 Elementary/Middle School and 15 High School Physical Education Teachers

## PE Central Professional Development - Onsite Workshops

**Cost:** \$7400.00 (see breakdown below). This is an all-inclusive price that includes 8 2-hour workshop sessions on four different days, a full-day workshop in August, and all travel and expenses for 2 presenters.

**Cost breakdown** (billable after workshop is complete):

- Friday, August 7, 2020 (full day, 2 presenters): \$3000 (\$1500 x 2)
- Monday, September 14, 2020 (2-hour session, 2 presenters): \$1100 (\$550 x 2)
- Monday, November 9, 2020 (2-hour session, 2 presenters): \$1100 (\$550 x 2)
- Monday, January 11, 2021 (2-hour session, 2 presenters): \$1100 (\$550 x 2)
- Monday, March 8, 2021 (2-hour session, 2 presenters): \$1100 (\$550 x 2)
- Total: \$7400

**Transportation Details:** For all sessions, Wendy and Cindy will drive in on the day of the workshop and travel home upon completion of the workshop.



## PE Central Professional Development – Onsite Workshops

### PE Central Presenter Bios:

#### Wendy Jones

Semi-Retired, National Board-Certified PE Teacher, San Francisco, CA



Wendy is a semi-retired National Board-Certified physical educator. She started her teaching practice in high school and spent most of my teaching in elementary. Currently, she works with middle school physical education/health teachers doing induction. She teaches pre-service teachers through a local University and assesses PACT (edTPA). She is a program advisor for the Health-Physical Education Collaborative in the San Francisco bay area. For 15 years, she was the site director for the Bay Area Physical Education-Health Project, a state funded subject matter project.

#### Cindy Lederer:



Physical Educator (Retired 2017)  
Elementary & High School  
37 years of teaching  
18 years FHS Varsity Swim coach  
15 years FHS Aquatic Director  
Former Red Cross WSI & Lifeguard Certified  
FSUSD PE District Coordinator  
FSUSD Elem. Release Coordinator  
FSUSD Physical Education Workshop Director & presenter  
2016-17 FSUSD District Teacher of the Year  
CAHPERD presenter  
Bay District presenter  
North Central District presenter  
Crescent Elem. Teacher of the Year  
Elem. Release  
CAHPERD 2018-19 Past President  
CAHPERD 2017-18 President

CAHPERD 2016-17 Pres. Elect

## PE Central Professional Development – Onsite Workshops

CAHPERD Honor Award Recipient  
Vice Pres. of PE for several years  
Elementary Chair for several years  
Legislative Committee Chair  
Governance and Structure Committee  
**[CindyL.capherd@gmail.com](mailto:CindyL.capherd@gmail.com)**

### **Barbara Aiken:**



Physical Educator (Retired 2017-18)  
Elementary, Middle, & High School  
37 years of teaching & coaching  
Supervising Teacher for CSU East Bay  
CAHPERD presenter  
Bay District presenter  
North Central District presenter  
Dan Root Elem. Teacher of the Year  
**[AikenBarbara6@gmail.com](mailto:AikenBarbara6@gmail.com)**



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** March 10, 2020  
**SUBJECT:** **Ratify Agreement for Special Contract Services with Bruce Bloom, M.Ed., CRC, IPEC, CAS for Independent Educational Evaluation/Transitional Assessment for the 2019-2020 School Year**

**BACKGROUND:** The Special Education Department has contracted with Bruce Bloom, M.Ed., CRC, IPEC, CAS, a CEO and Vocational Expert from Austin, TX 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 Evaluation 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 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 \$4,700. 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 Bruce Bloom, M.Ed., CRC, IPEC, CAS for Independent Educational Evaluation/Transitional Assessment for the 2019-2020 School Year.

**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 Bruce Bloom, M.Ed., CRC, IPEC, CAS, 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 Transition assessment. 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 514 Grand Avenue, Suite 326 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 \$ 4500 + \$1/page over 200 pgs per | | **HOUR** | | **DAY** | ☒ | **FLAT RATE**, not to exceed a total of \$ 4700. 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 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 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	Title
 , CEO	
IRS Identification Number	
4	
Title	
Chief Executive Officer	
Address	
3001 Joe DiMaggio Blvd., Suite 800	
Round Rock, TX 78665	

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:** March 12, 2020  
**SUBJECT:** Ratify Agreement for Special Contract Services with LC Education,  
for Assistive Technology Assessments and Training for the 2019-2020  
School Year

**BACKGROUND:** Special Education students may require Assistive Technology services as part of their Individual Education Plan. Assistive Technology (A.T.) provides alternatives to writing through the use of low-tech and high-tech devices. Many of our special education students currently have A.T. written into their IEPs, and several more are awaiting A.T. assessment. LC Education provides A.T. assessment and onsite training. Ratification is necessary in order to stay in compliance with legal IEP timelines.

**RATIONALE:** Tracy Unified School District does not have a licensed Assistive Technology Specialist employed in the District; therefore, it is necessary to provide these services through a contract arrangement. LC Education will provide the assessment services and on-site training to carry over the therapy in daily instruction. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for this 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 LC Education, for Assistive Technology Assessments and Training for the 2019-2020 School Year.

**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 LC Education, 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: Assistive Technology services including assessment, on - site training for staff and students, report writing and attendance at IEP meetings.

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 monthly ( ) [☒] HOURS | | DAYS, under the terms of this agreement at the following location any and all TUSD sites.
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:



Contractor Signature

Title

Tracy Unified School District

IRS Identification Number  
Director of LC Education

Date

Title  
6613 Woodland Ave.

Account Number to be Charged

Address  
Modesto CA. 95358

Department/Site Approval

LCeducation1@gmail.com

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:** March 9, 2020  
**SUBJECT:** **Approve Agreement for Special Contract Services with Give Every Child a Chance to Provide Afterschool Tutoring at South/West Park Elementary School for the 2019-2020 School Year**

**BACKGROUND:** District Strategic Goal #1 states: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals. Give Every Child a Chance (GECAC) is a non-profit organization, which has applied and received donations and grants, which fund the program. The past eight years, GECAC has provided tutoring services after school to district students. The tutors are middle and high school students, with parent permission. Students receiving tutoring are those identified by their teacher as being in danger of failing. Each student's classroom teacher will provide the curriculum used. A communication log will be used between the tutor and teacher to ensure the student is progressing.

**RATIONALE:** The staff at South/West Park Elementary believes that Give Every Child a Chance does help struggling students. This one-on-one tutoring program is not only welcomed, but is greatly appreciated. By giving at-risk students additional intervention, they feel more confident, and perform better in the classroom. South/West Park Elementary is a school-wide Title 1 school.

**FUNDING:** There is no cost to the District. Funding is provided through Give Every Child a Chance, a non-profit organization.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Give Every Child a Chance to Provide Afterschool Tutoring at South/West Park Elementary School for the 2019-2020 School Year.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Give Every Child Child A Chance, 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 Afterschool Tutoring at South/West Park Elementary School  
for the 2019/2020 School Year

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 Thirty -Seven ( ) [ ] HOURS [x ] DAYS, under the terms of this agreement at the following location 500 W Mt Diablo, Tracy, CA.

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

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

4. The terms of the agreement shall commence on March 25, 2020, and shall terminate on May 22, 2020.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Ramona Soto, at (209) 830-3335 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☒ **WILL** ☐ **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

#### AGREED:

\_\_\_\_\_  
Contractor Signature Title

\_\_\_\_\_  
IRS Identification Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Tracy Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Account Number to be Charged

\_\_\_\_\_  
Department/Site Approval

\_\_\_\_\_  
Budget Approval

\_\_\_\_\_  
Date Approved by the Board

MEMORANDUM OF UNDERSTANDING  
BETWEEN

Give Every Child A Chance  
&  
South West Park Elementary School

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between Give Every Child A Chance, hereinafter referred to as GECAC, and South West Park Elementary School of the Tracy Unified School District, hereinafter referred to as South West Park Elementary School.

**PURPOSE:**

The purpose of this MOU is to continue to develop and expand a framework of cooperation between GECAC and South West Park Elementary School to develop a mutually beneficial program that benefits our students and community.

**SOUTH WEST PARK SCHOOL SHALL:**

1. Provide dedicated or shared tutoring space with lighted walking path for two or four days a week (Monday-Thursday) from the time school is dismissed until at least 6:30 p.m.
2. Refer students to the program
3. Allow GECAC to recruit tutor/mentors by class visits or attending clubs, assemblies, staff meetings etc.
4. Distribute program information at back to school nights or in newsletters.
5. Make announcements pertaining to the program
6. Assign a school contact person for our Site Coordinator to communicate with.
7. Space for a locking bin (3x4) and a small refrigerator (3x3) with a power source.
8. On site GECAC box/or other space to receive school information.
9. Space on the wall for a Bulletin Board (3x2).
10. Allow our Director of Sites to visit-deliver snacks/drinks to the site weekly.
11. Allow the GECAC to identify the site as a tutoring location
12. Provide access to a restroom and phone to receive and make local calls during the tutoring sessions

**GECAC SHALL:**

1. Provide the cost of staffing & volunteer tutors.
2. Provide a snack and drink for tutors-students in our program.
3. Manage the employees and volunteers of the site.
4. Assign tutors with the responsibility of Site cleanliness.
5. Qualify students on an annual basis for our program.
6. Provide all the resources needed for the site, pens, paper etc.

This MOU will be in effect until either party chooses to dissolve it. This MOU in no way can cover everything for every situation. Give Every Child A Chance program is an **Open Door Policy Program**.

Date of Agreement: 2/18/2020

GECAC Staff: Cindy Rodriguez Title: Program Director

Ramona Soto  
School Administrator Signature

Ramona Soto  
Printed Name

Title: 2-21-20





# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** March 13, 2020  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

## BACKGROUND:

## CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Westmoreland, Lucas Social Science	KHS	06/30/2020	Personal

## BACKGROUND:

## CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Coursey, Jeralyn Physical Education	WMS	5/23/2020
Hooton, Ann Home Economics	WMS	5/23/2020
June Yasemsky 7/8 grade Core	Poet	5/23/2020

## BACKGROUND:

## MANAGEMENT/CLASSIFIED CONFIDENTIAL RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Harrison, Sheila Associate Superintendent of Educational Services	DEC	7/1/2020

## BACKGROUND:

## CLASSIFIED RESIGNATION



<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Arenales Alegria, Cleydy Bus Driver/Cust./Grounds	MOT	3/8/2020	Accepted a Utility Person III position
Austin, Virginia Food Service Worker	Poet	5/23/2020	Personal
Vargas, Sandra Bilingual Para Educator I	S/WP	3/10/2020	Personal
Williams, Ashley School Supervision Assistant	George Kelly	3/10/2020	Personal

**RECOMMENDATION:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment.

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



**TRACY**  
UNIFIED SCHOOL DISTRICT

# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** March 11, 2020  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Burstein, Michael

## MANAGEMENT/CLASSIFIED CONFIDENTIAL

Principal (Replacement)  
Louis Bohn Elementary  
LME Class 54, Step E; \$132,785.00  
Funding: General Fund  
Effective: July 1, 2020

## BACKGROUND:

McClelland, Michael

## CERTIFICATED

Science (Replacement)  
Monte Vista Middle School  
Class VI, Step 19, \$25,844.00  
Funding: General Fund

Newton, Richard

Mathematics (Replacement)  
North School  
Class VI, Step 14, \$90,371.00  
Funding: General Fund

## BACKGROUND:

Aguilar, Miranda

## CLASSIFIED

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

Arenales Alegria, Cleydy

Utility Person III (Replacement)  
MOT/Pre-schools  
Range 38, Step B - \$22.56 per hour + ND  
8 hours per day  
Funding: General Fund – 25%, Special Ed  
Transportation – 50% and Ongoing and  
Major Maintenance 25%

Guerrero De Ferretiz, Maria	School Supervision Assistant (Replacement) South/West Park Range 21, Step A - \$14.53 per hour .75 hours per day Funding: General Fund
Lizaola Torres, Gabriela	School Supervision Assistant (Replacement) Monte Vista Middle School Range 21, Step A - \$14.53 per hour 2 hours per day Funding: General Fund
Montalvo, Michele	School Supervision Assistant (Replacement) Monte Vista Middle School Range 21, Step C - \$15.93 per hour 2 hours per day Funding: General Fund
Rodriguez Jr., Samuel	Mechanic (New) Transportation Range 49, Step C - \$30.62 per hour 8 hours per day Funding: Home to School Transportation- 60% and Special Ed Transportation – 40%

**BACKGROUND:**

Coronado, Gilbert

**COACHES**

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

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

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** March 5, 2020  
**SUBJECT:** **Approval to use SPURR-REAP Process to Engage in Contracts with ForeFront Power**

**BACKGROUND:** School Project for Utility Rate Reduction (SPURR) is a Joint Powers Authority (JPA) which formed in 1989 by California Public School Districts; Tracy Unified School District (TUSD) is a member and currently procures gas through the SPURR Natural Gas Program. SPURR's - Renewable Energy Aggregated Procurement (REAP) Program is an aggregated solar purchasing program that leverages the collective buying power of SPURR's larger membership to streamline the solar purchasing process. On October 26, 2017 the REAP process completed a statewide competitive Request for Proposal (RFP), which rendered and secured a pre-negotiated solar project pricing and terms. ForeFront Power was selected as the REAP partner, and later entered into a master contract with SPURR. TUSD can now also take advantage of the REAP RFP to obtain competitively procured solar project pricing/terms without conducting an individual RFP, which in turn saves time and money. In November of 2020, PG&E scheduled to adjust the TOU (time-of-use) rate plans, increasing the cost per kilowatt-hour (kWh) which subsequently impacts the yearly cost of energy/power consumption at all sites. Thus, TUSD should consider moving forward with solar projects at the remaining sites, while the economic benefits are still in place.

**RATIONALE:** TUSD-Facilities Department staff in conjunction with ForeFront Power conducted a survey of all remaining sites without current solar arrays and audited the total power usage (kWh/year). All remaining TUSD school sites without solar had a significant and consolidated potential for increased savings by the implementation of solar arrays at each site, via the Power Purchase Agreement (PPA).

ForeFront Power proposes to install solar arrays at all remaining/identified sites qualified under the PPA. To complete this task ForeFront will design, construct and install on TUSD property appropriately designed solar arrays to maximize power demand efficiencies, install battery backup at designated site, install revenue producing EV charging stations, and arrange with the local utility for interconnection of the aforementioned items, which will generate energy savings for the sites on which the facilities are located.

Representatives of SPURR and ForeFront Power will present their program and present the potential energy savings of entering a PPA with ForeFront Power. Staff is requesting that the Board approve the use of the SPURR-REAP process and engage with a letter of intent. Final contract documents will be presented to the Board at a later date.

**FUNDING:** No funding implications.

**RECOMMENDATIONS:** Approval to use SPURR-REAP Process to Engage into Contracts with ForeFront Power.

**Prepared by:** Jaime Quintana, Director of Facilities & Planning.

## **Renewable Energy Aggregated Procurement (REAP) 2.0**

### **Executive Summary of RFP Process and Benefits**

SPURR, a joint powers authority, aggregates purchasing power and expertise for thousands of public agency facilities across the state of California. SPURR operates cooperative procurement programs for natural gas, electricity, renewable energy and energy storage, energy demand response, LED lights and controls, telecommunications and networking, and utilities data management and conservation.

On July 19, 2017, SPURR issued a Request for Proposal (RFP) seeking responsive proposals (Responses) for solar energy and energy storage (Services). In addition to announcing the RFP online and in newspapers of general circulation, SPURR emailed the RFP to over 70 vendors (Vendors) and industry consultants, listed below. The RFP and answers to all timely-submitted questions regarding the RFP were distributed by email to the listed firms. Prior to the response due date, the email distribution list was updated to correct email addresses to the extent practicable and to add any party expressing interest in the RFP.

SPURR evaluated all responses which complied with the terms of the RFP, using criteria set forth in the RFP. SPURR used best value criteria, including but not limited to quality of the submitted proposals, proposed pricing (the most heavily weighted criteria), Services design and features, Vendor's experience with similar projects, team member qualifications, capability to provide quality, ongoing service to a potentially large pool of REAP Program participants over several years, financial strength, and references.

SPURR received eight Responses to the RFP. The winning Vendor was ForeFront Power, LLC (FFP), a wholly-owned subsidiary of Mitsui & Co. The pricing and terms accepted by SPURR have been confirmed in a REAP Master Contract, dated October 26, 2017 (the RMC).

The RMC is available for use as a cooperative or "piggyback" procurement vehicle by public agencies who wish to accomplish the following:

- Solar RFPs are complicated. The REAP Program streamlines the procurement process by saving time, resources, and administrative strain that would otherwise be devoted to developing and conducting a separate solicitation.
- SPURR's REAP Program allows public agencies to take advantage of excellent pricing achieved through a highly competitive statewide solicitation. Additionally, REAP Program pricing is shielded from any potential market increases resulting from the recent 30% solar module tariff.
- Negotiated by SPURR's expert staff, the REAP Program's pre-negotiated PPA is a vetted contract with favorable project terms and conditions that result in reduced project risk.
- SPURR's competitively-sourced pricing provides ample justification to stakeholders, constituents, and governing boards regarding why the SPURR RFP winning Vendor is the best vendor for a project. Use of SPURR's RMC will maintain credibility and confidence in business procedures through open competition for purchases and compliance with applicable laws and ethical business practices.
- The REAP Program is a safe and proven procurement vehicle, used by 17 public agencies across the state to procure nearly 50 MW of solar at over 100 sites.

## Renewable Energy Aggregated Procurement (REAP) 2.0

### Executive Summary of RFP Process and Benefits

#### List of Solicited Vendors

AAA Solar Electric, Inc.	Kuhn & Kuhn
A-C Electric	KW Engineering
Advanced Power Systems	Kyoto USA
Aztec Solar	Longview Solar
BeckAg	MAAS Companies
Borrego Solar Systems, Inc.	Nautilus Solar Energy, LLC
California Center for Sustainable Energy	NRG Renewables
Canadian Solar	Onyx
CASC Engineering and Consulting	Opterra Energy
Cenergy Power	Orion Solar Racking
Civic Solar	Owen Group
Climatec	Paraday Communications
ConEdison Solutions	Performance Contracting Inc
Constellation NewEnergy	Praxis Solar
Conveo Energy, LLC	Psomas FMG
Coronal / Panasonic	REC Solar
Cupertino Electric	Récolte Energy
Deco Lighting	Renewable Energy Advantage
Del Terra	S Power
Direct Energy Business	Salas O'Brien
EDF Renewable Energy	Schneider Electric
Elena Christopoulos Consulting	Shell Energy North America
EmilyGrene	SHN Consulting Engineers & Geologists
Enable Energy	Smartwatt
EnPro	Sol Systems, LLC
EnSync Energy Systems	Solaire
ESSCO Electric	SolSystems
ForeFront Power	Stem
Frontier Renewables	SunPower
Gaia Energy Systems	Syserco Inc.
Green Charge	Telamon Solar
HelioPower	Tesla
IMS Info	Wesco Distribution
Indoor Environmental Services	
Integral Group	
JLM Energy	



# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** March 12, 2020  
**SUBJECT:** Consider Claim No. 583669

**BACKGROUND:** On February 28, 2020, a claim was received by the Tracy Unified School District in which the claimant stated that a loss or injury occurred on February 24, 2020.

The District's insurance providers reviewed the subsequent claim and determined:

- a. The information provided to date does not suggest that there is a liability on behalf of the School District.

The District's insurance providers recommend a rejection/denial of this claim by the Board of Trustees.

The amount of the claim is noted as being in excess of \$1,000,000.00.

**RATIONALE:** District's insurance advisors, legal advisors, and District staff recommend rejection/denial of this claim. This is standard practice in order to protect the District from future litigation.

**FUNDING:** District insurance account covers costs up to the Board approved deductible amount.

**RECOMMENDATIONS:** Reject Claim No. 583669.

**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 5, 2020  
**SUBJECT:** **Approval of Increase in Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620 & Government Code 65995**

**BACKGROUND:** On March 13, 2018 the TUSD-Board adopted Resolution No. 17-24., which provided the rationale and justification for imposing residential and commercial/industrial development fees that may be levied for schools. The approval of Resolution No. 17-24 by the Board was made after consideration of any public comments and a hearing period which lasted from March 2, 2018 and closing on March 13, 2018.

On January 22, 2020 the State Allocation Board (SAB) took action to approve the Biennial Adjustment to the Maximum Level 1 Developer Fees.

**RATIONALE:** Per the Educational Code, Section 17620(a)(1), "The governing board of any school district is authorized to levy a fee, charge, dedication, or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities, subject to any limitations set forth in Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of the Government Code." Therefore, school districts are allowed to impose fees, commonly known as Level 1 Developer Fees, for development projects that are within their boundaries. The maximum allowable amount of developer fees is adjusted, per Government Code, Section 65995(b)(3) every two years beginning in 2000 based on the change in the approved statewide cost index for class B construction.

Due to the configuration of TUSD, two separate fee levels have been established. The first for the K-12 schools within the boundaries of the district; which yields fees of \$4.08 per square foot of residential development and fees of \$0.66 per square foot of commercial/industrial construction. The second set of fees are for the K-8 feeder districts which are only responsible for impact mitigations of the high school facilities; which yields fees of \$1.02 per square foot for residential development and fees of \$0.165 per square foot of commercial/industrial construction.

**FUNDING:** No funding implications.

**RECOMMENDATIONS:** Approving an Increase in Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education

Code Section 17620 & Government Code 65995.

**Prepared by:** Jaime Quintana, Director of Facilities & Planning.

## INDEX ADJUSTMENT ON THE ASSESSMENT FOR DEVELOPMENT

### PURPOSE OF REPORT

To report the index adjustment on the assessment for development, which may be levied pursuant to Education Code Section 17620.

### DESCRIPTION

The law requires the maximum assessment for development be adjusted every two years by the change in the Class B construction cost index, as determined by the State Allocation Board (Board) at its January meeting. This item requests that the Board make the adjustment based on the change reflected using the RS Means index.

### AUTHORITY

Education Code Section 17620(a)(1) states the following: "The governing board of any school district is authorized to levy a fee, charge, dedication, or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities, subject to any limitations set forth in Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of the Government Code."

Government Code Section 65995(b)(3) states the following: "The amount of the limits set forth in paragraphs (1) and (2) shall be increased in 2000, and every two years thereafter, according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting, which increase shall be effective as of the date of that meeting."

### BACKGROUND

There are three levels that may be levied for developer's fees. The fees are levied on a per-square foot basis. The lowest fee, Level I, is assessed if the district conducts a Justification Study that establishes the connection between the development coming into the district and the assessment of fees to pay for the cost of the facilities needed to house future students. The Level II fee is assessed if a district makes a timely application to the Board for new construction funding, conducts a School Facility Needs Analysis pursuant to Government Code Section 65995.6, and satisfies at least two of the requirements listed in Government Code Section 65995.5(b)(3). The Level III fee is assessed when State bond funds are exhausted; the district may impose a developer's fee up to 100 percent of the School Facility Program new construction project cost.

**STAFF ANALYSIS/STATEMENTS**

A historical comparison of the assessment rates for development fees for 2016 and 2018 are shown below for information. According to the RS Means, the cost index for Class B construction increased by 7.64, during the two-year period from January 2018 to January 2020, requiring the assessment for development fees to be adjusted as follows beginning January 2020:

**RS Means Index Maximum Level I Assessment Per Square Foot**

	<b>2016</b>	<b>2018</b>	<b>2020</b>
<b>Residential</b>	\$3.48	\$3.79	\$4.08
<b>Commercial/Industrial</b>	\$0.56	\$0.61	\$0.66

**RECOMMENDATION**

Increase the 2020 maximum Level I assessment for development in the amount of 7.64 percent using the RS Means Index to be effective immediately.

This item was approved by the State Allocation Board on January 22, 2020.



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** March 24, 2020  
**SUBJECT:** **Accept the 2018-19 Independent Financial Audit and Performance Audit for Measure B General Obligation Bond**

**BACKGROUND:** When a school bond measure is authorized pursuant to Section 1 of Article XIII A of the California Constitution as amended with the passage of Proposition 39 which was approved by voters on November 7, 2000, the School Board is subject to certain accountability requirements. Proposition 39 requires that each year the Board conduct an independent audit for the purpose of ensuring that the Bond proceeds have been expended only on specific projects as listed in the bond measure. In addition, each year the Board must conduct an independent financial audit of expended Bond proceeds until all the funds have been expended on the specific school facilities projects from the project list.

**RATIONALE:** The audits for the 2018-19 fiscal year are complete and are being brought to the board for acceptance. The financial report states that in the auditor's opinion, the district's records represent fairly, in all material respects, the financial position and results of operations for the Bond Building Funds of Tracy Unified School District. The objective of the performance audit is to provide an independent assessment of the District's compliance with certain state laws and procedures to ensure that the bond funds have been expended only on the specific projects listed in the ballot measure. There were no recommendations or matters to report in the financial and performance audits.

**FUNDING:** The costs of the annual audits are funded by bond proceeds.

**RECOMMENDATION:** Accept the 2018-19 Independent Annual Financial Audit and Performance Audit for Measure B General Obligation Bond.

**Prepared by:** Jaime Quintana, Director of Facilities and Planning.



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** March 24, 2020  
**SUBJECT:** **Accept the 2018-19 Independent Financial Audit for TAPFFA**

**BACKGROUND:** In 1978 Californians enacted Proposition 13, which limited the ability of local public agencies to increase property taxes based on a property's assessed value. In 1982, the Mello-Roos Community Facilities Act of 1982 (Government Code §53311-53368.3) was created to provide an alternate method of financing needed improvements and services. In August 1987; after two years of discussion and negotiation, the property owners of all the land contained within the boundaries of CFO 87-1 voted unanimously to establish the CFO 87-1 tax district. This action was taken in accordance with the provisions of State law, specifically the Mello-Roos Community Facilities Act of 1982. By voting the formation of the district, the property owners within the district agreed that they, and all subsequent owners within the district boundaries, would pay a specifically defined tax to pay for specifically defined facilities needed by the City and School Districts as a result of development on the CFO 87-1 properties.

In addition, each year the TAPFFA must conduct an independent financial audit of expended proceeds until all the funds have been expended on the specific projects from the project list.

**RATIONALE:** The audits for the 2018-19 fiscal year are complete and are being brought to the board for acceptance. The financial report states that in the auditor's opinion, the district's records represent fairly, in all material respects, the financial position and results of operations for TAPFFA. There were no recommendations or matters to report in the financial audit.

**FUNDING:** The costs of the annual audits are funded by TAPFFA.

**RECOMMENDATION:** Accept the 2018-19 Independent Annual Financial Audit for TAPFFA.

**Prepared by:** Jaime Quintana, Director of Facilities and Planning.

TRACY SCHOOL FACILITIES FINANCING AUTHORITY

ANNUAL MEETING

March 24, 2020

7:00 P.M.

Tracy Unified School District – Education Center  
1875 W. Lowell Ave.  
Tracy, CA 95376

1. CALL TO ORDER
2. ROLL CALL/CONFIRMATION OF OFFICERS - Establish Quorum

<i><b>Name</b></i>	<i><b>TSFFA Board Position</b></i>
Brian Pekari	Chair
Steve Abercrombie	Vice-Chair
Jill Costa	Secretary
Lori Souza	Member
Jeremy Silcox	Member
Ameni Alexander	Member
Simran Kaur	Member

<i><b>Name</b></i>	<i><b>TSFFA Staff Position</b></i>
Brian Stephens	Executive Director
Casey Goodall	Treasurer and Controller

3. Comments from the Public on **Items Not on the Agenda**  
(5-Minute Time Limit Per Individual)  
Persons wishing to speak to items not on the agenda are asked to complete a “Request to Speak” card and present it to the Chair prior to the meeting. Subjects not on the agenda may be introduced at this time, but no action may be taken on them at this meeting. When you address the Board, please stand at the podium and state your name for the record.

Comments from the Floor on **Items On the Agenda**  
(5-Minute Time Limit Per Individual)

Persons wishing to speak to items on the agenda are asked to complete a “Request to Speak” card and present it to the Chair prior to the meeting. You will be given an opportunity to speak on the subject at the time the item is discussed by the Board. When you address the Board, please stand at the podium and state your name for the record.

4. DISCUSSION/ACTION –

4.1 Approve Meeting Minutes of February 12, 2019

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

4.2 Accept the 2018-2019 Independent Annual Financial Report for the Tracy School  
Facilities Financing Authority (Separate Cover Item)

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

5. ADJOURNMENT

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the Superintendent's Office at (209) 830-3201 (telephone). Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to the meeting.

The Board reserves the right to take action on all items  
on the Agenda including "Discussion" items



**Annual Minutes of  
Regular Meeting of  
Tracy School Facilities Financing Authority  
February 12, 2019**

**14.1.4** Annual Meeting of Tracy Schools Facilities Financing Authority  
**7:55 pm** Adjourn TUSD Board Meeting.

**1. CALL TO ORDER**

<i>Name</i>	<i>TSFFA Board Position</i>
Steve Abercrombie	Chair
Brian Pekari	Vice-Chair
Jill Costa	Secretary
Lori Souza	Member
Jeremy Silcox	Member
Ameni Alexander	Member
Simran Kaur	Member

<i>Name</i>	<i>TSFFA Staff Position</i>
Brian Stephens	Executive Director
Casey Goodall	Treasurer and Controller

- 3.** Comments from the Public on Items Not on the Agenda  
(5-Minute Time Limit Per Individual)  
Persons wishing to speak to items not on the agenda are asked to complete a “Request to Speak” card and present it to the Chair prior to the meeting. Subjects not on the agenda may be introduced at this time, but no action may be taken on them at this meeting. When you address the Board, please stand at the podium and state your name for the record.

No comments were made.

Comments from the Floor on Items On the Agenda  
(5-Minute Time Limit Per Individual)  
Persons wishing to speak to items on the agenda are asked to complete a “Request to Speak” card and present it to the Chair prior to the meeting. You will be given an opportunity to speak on the subject at the time the item is discussed by the Board. When you address the Board, please stand at the podium and state your name for the record.

No comments were made.

**Action: 4. DISCUSSION/ACTION –**

**4.1** Approve Meeting Minutes of February 12, 2019

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

**4.2** Accept the 2017-2018 Independent Annual Financial Report for the Tracy School Facilities Financing Authority (Separate Cover Item)

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

7:56 pm 5. ADJOURNMENT  
7:57 pm Reconvene the TUSD Board Meeting

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date:



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. Brian R. Stephens, Superintendent  
**DATE:** March 19, 2020  
**SUBJECT:** Adopt Resolution No. 19-24 Delegating Authority to Take Necessary Action to Protect Students and Staff From the Spread of Coronavirus (COVID-19)

**BACKGROUND:** On March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus (COVID-19). On March 13, 2020, President Donald Trump declared a national emergency arising from the coronavirus (COVID-19) and James Mousalimas, the San Joaquin County Superintendent of Schools, issued a written directive advising all school districts to prepare for school closures resulting from the coronavirus (COVID-19) outbreak.

**RATIONALE:** Education Code section 35161 permits the Board to delegate to an officer or employee of the District any of the Board's powers and duties, and the Board desires to delegate to the District Superintendent certain powers and duties to address the Coronavirus (COVID-19) pandemic.

**FUNDING:** N/A

**RECOMMENDATION:** Adopt Resolution No. 19-24 Delegating Authority to Take Necessary Action to Protect Students and Staff From the Spread of Coronavirus (COVID-19).

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



**BEFORE THE BOARD OF TRUSTEES OF THE  
TRACY UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 19-24**

**EMERGENCY RESOLUTION**

**RESOLUTION DELEGATING AUTHORITY TO TAKE NECESSARY ACTION TO  
PROTECT STUDENTS AND STAFF FROM THE SPREAD OF CORONAVIRUS  
(COVID-19)**

**WHEREAS**, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus (COVID-19).

**WHEREAS**, on March 12, 2020, Governor Newsom issued an executive order directing Californians to cancel large public gatherings (over 250 people) and to enforce social distancing.

**WHEREAS**, on March 13, 2020, President Donald Trump declared a national emergency arising from the coronavirus (COVID-19).

**WHEREAS**, on March 13, 2020, James Mousalimas, the San Joaquin County Superintendent of Schools, issued a written directive advising all school districts to prepare for school closures resulting from the coronavirus (COVID-19) outbreak.

**WHEREAS**, Article I, Section 28, of the California Constitution declares that “[a]ll students and staff of public, primary, elementary, junior high, and senior high school . . . have the inalienable right to attend campuses which are safe, secure and peaceful.”

**WHEREAS**, Education Code section 35161 permits the Board to delegate to an officer or employee of the District any of the Board’s powers and duties, and the Board desires to delegate to the District Superintendent certain powers and duties to address the Coronavirus (COVID-19) pandemic.

**NOW, THEREFORE, BE IT RESOLVED:**

**NOW THEREFORE, BE IT RESOLVED AND ORDERED** that the Board hereby declares the existence of an ongoing public health emergency within the District arising from the coronavirus (COVID-19) pandemic.

**BE IT FURTHER RESOLVED AND ORDERED** the Superintendent is delegated authority to take all appropriate action to respond to the coronavirus (Covid-19) pandemic, including, but not limited to, any action:

- A. To ensure and protect the welfare, safety and educational wellbeing of all students;

- B. To ensure and protect the welfare and safety of persons working for the District which shall include its agents, employees, representatives and all others acting for or on behalf of the District;
- C. To provide necessary staffing and instruction;
- D. To modify school and work schedules;
- E. To declare an emergency pursuant to Government Code § 3100 et seq., and to assign District employees (in their capacity as disaster service workers) to perform such disaster service activities as may be assigned to them;
- F. To cancel or modify any activities, programs, or courses, up to and including the temporary closure of the District.
- G. To protect District property.
- H. To make further declarations of emergency and to take emergency action as permitted by law.

**BE IT FURTHER RESOLVED AND ORDERED** that should any portion of this Resolution be held invalid, the invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provisions or application, and to this end the provisions of this Resolution are declared to be severable.

**BE IT FURTHER RESOLVED AND ORDERED** that this Resolution is an emergency measure within the mandate and jurisdiction of the Board and is necessary for the immediate welfare of the schools and pupils thereof. Therefore, this Resolution shall become effective immediately upon its adoption and shall remain in effect until repealed by formal Board action.

**PASSED AND ADOPTED** by the following vote of the Board of Education of the Tracy Unified School District, County of San Joaquin, State of California on March 24, 2020.

AYES:

NOES:

ABSTAIN:

ABSENT:

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President, Board of Trustees  
Tracy Unified School District



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** March 13, 2020  
**SUBJECT:** **Adopt Resolution No. 19-22 Authorizing Litigation against  
Manufacturers, Distributors and Sellers of Electronic Cigarettes  
and Vaping Products**

**BACKGROUND:** The Surgeon General of the United States Public Health Service has issued an Advisory on E-Cigarette Use Among Youth which:

- Emphasized “the importance of protecting our children from a lifetime of nicotine addiction and associated health risks by immediately addressing the epidemic of youth e-cigarettes use”; and
- Emphasized that “[t]he recent surge in e-cigarette use among youth, which has been fueled by new types of e-cigarettes that have recently entered the market is a cause for great concern”; and
- Concluded that “We must take action now to protect the health of our nation’s young people”; and
- “E-cigarette use among U.S. middle and high school students increased 900% during 2011-2015”; and
- “Current e-cigarette use increased 78% among high school students during the past year, from 11.7% in 2017 to 20.8% in 2018”; and
- “We must take aggressive steps to protect our children from these highly potent products that risk exposing a new generation of young people to nicotine.”

**RATIONALE:** The Surgeon General of the United States Public Health Service has specifically urged that educators “have an important role to play in addressing this public health epidemic,” and the former Commissioner of the United States Food and Drug Administration (FDA), Scott Gotlieb, has concluded that teen use of e-cigarettes “is now an addiction crisis” and an “epidemic” and has identified Juul Labs as having primary

responsibility for the epidemic, further concluding that “the problem that’s been created has been created largely by their product”. In addition, the former Commissioner of the United States Food and Drug Administration (FDA), David Kessler, has stated that the JUUL e-cigarette is “facilitating initiation” to nicotine use and addiction by teens and “the blueprint for that e-cigarette could easily have been taken straight out of the tobacco industry’s playbook.”

The San Joaquin County office of Education is pursuing litigation against any appropriate parties that manufacture, market, and/or sell electronic-cigarettes and vaping products. As such, the county office has encouraged school districts in the county to join the litigation. This resolution authorizes the law firm of Walkup, Melodia, Kelly & Schoenberger on behalf of Tracy Unified School District to initiate litigation and file suit against any appropriate parties to compensate the district for damages suffered by the district and its students as a result of the manufacture, marketing, sale and use of electronic-cigarettes and vaping products, and to seek any other appropriate relief.

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

**FUNDING:** N/A.

**RECOMMENDATION:** Adopt Resolution No. 19-22 Authorizing Litigation against Manufacturers, Distributors and Sellers of Electronic Cigarettes and Vaping Products

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 19-22**

**RESOLUTION AUTHORIZING LITIGATION  
AGAINST MANUFACTURERS, DISTRIBUTORS AND SELLERS  
OF ELECTRONIC CIGARETTES AND VAPING PRODUCTS**

WHEREAS, the Surgeon General of the United States Public Health Service has issued an Advisory on E-Cigarette Use Among Youth which:

- emphasized “the importance of protecting our children from a lifetime of nicotine addiction and associated health risks by immediately addressing the epidemic of youth e-cigarette use”; and
- emphasized that “[t]he recent surge in e-cigarette use among youth, which has been fueled by new types of e-cigarettes that have recently entered the market is a cause for great concern”; and
- concluded that “We must take action now to protect the health of our nation’s young people”;<sup>1</sup> and

WHEREAS, the Surgeon General of the United States Public Health Service has further concluded that:

- “E-cigarette use among U.S. middle and high school students increased 900% during 2011-2015”; and
- “Current e-cigarette use increased 78% among high school students during the past year, from 11.7% in 2017 to 20.8% in 2018”; and
- “In 2018, more than 3.6 million youth, including 1 in 5 high school students and 1 in 20 middle school students, currently use e-cigarettes”; and
- “Nicotine exposure during adolescence can impact learning, memory, and attention”; and
- “Using nicotine in adolescence can also increase risk for future addiction to other drugs”; and
- “We must take aggressive steps to protect our children from these highly potent products that risk exposing a new generation of young people to nicotine”;<sup>2</sup> and



WHEREAS, the Surgeon General of the United States Public Health Service has specifically urged that educators “have an important role to play in addressing this public health epidemic,”<sup>3</sup> and

WHEREAS, the former Commissioner of the United States Food and Drug Administration (FDA), Scott Gottlieb, has concluded that teen use of e-cigarettes “is now an addiction crisis” and an “epidemic” and has identified Juul Labs as having primary responsibility for the epidemic, further concluding that “the problem that’s been created has been created largely by their product”;<sup>4</sup> and

WHEREAS, the former Commissioner of the United States Food and Drug Administration (FDA), David Kessler, has stated that the JUUL e-cigarette is “facilitating initiation” to nicotine use and addiction by teens and “the blueprint for that e-cigarette could easily have been taken straight out of the tobacco industry’s playbook”;<sup>5</sup> and

WHEREAS, publicly available records document that:

- JUUL began as a tech startup company focused on engineering a new method for delivering nicotine; and
- JUUL founders researched and utilized marketing tactics, scientific methods for modifying nicotine concentration, and business strategies employed by the major tobacco companies; and
- Not being limited by the governmental restrictions faced by tobacco companies, JUUL was able to utilize these past practices to raise their e-cigarette market share to over 70% and facilitate sales of \$942.6 million in 2018; and,

WHEREAS, the Committee on Oversight and Reform of the United States House of Representatives, following review of 55,000 non-public documents of JUUL Labs, Inc, found that:

- “JUUL deployed a sophisticated program to enter schools and convey its messaging directly to teenage children”; and
- “JUUL also targeted teenagers and children, as young as eight years old, in summer camps and out-of-school programs”; and
- “JUUL recruited thousands of online ‘influencers’ to market to teens”;<sup>6</sup> and

WHEREAS, a national survey of youth found that nearly 1 in 5 middle and high school students between 12 and 17 years old had seen a JUUL e-cigarette used in school;<sup>7</sup> and

WHEREAS, a national survey of more than 1,500 teachers and administrators of middle and high schools across the U.S. found that 88 percent of high school staff and 77 percent of middle school staff were somewhat or very concerned about e-cigarette use by students at school;<sup>8</sup> and

WHEREAS, the Tracy Unified School District has and continues to experience significant problems with student use of JUUL e-cigarettes, which use, among other things: (i) has created a substantial and ongoing interruption of and disturbance to its educational mission; (ii) has resulted in the diversion of substantial resources in an attempt to abate and prevent such use; and (iii) poses a significant risk to the health and well-being of its students; and

WHEREAS, the Tracy Unified School District is a leader in education whose faculty and administrators care deeply about the education and well-being of its students and which is committed to leading, and not following;

NOW, THEREFORE, BE IT RESOLVED BY the TRACY UNIFIED SCHOOL DISTRICT:

That the Tracy Unified School District of San Joaquin County, California authorizes the law firm of WALKUP, MELODIA, KELLY & SCHOENBERGER to initiate litigation and file suit against any appropriate parties to compensate the district for damages suffered by the district and its students as a result of the manufacture, marketing, sale and use of electronic-cigarettes and vaping products, and to seek any other appropriate relief. The district hereby authorizes Superintendent Brian Stephens, Ed.D., to sign all appropriate documents and fee agreements on behalf of the District.

**PASSED AND ADOPTED** by the following vote of the members of the Governing Board of the Tracy Unified School District of San Joaquin County, State of California, this 24th day of March, 2020 by the following votes:

I HEREBY CERTIFY that the foregoing resolution was duly introduced, passed, and adopted at the time and place and by the vote stated.

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

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

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<sup>1</sup> U.S. DEP'T OF HEALTH AND HUMAN SERVS., OFFICE OF THE SURGEON GEN., SURGEON GENERAL'S ADVISORY ON E-CIGARETTE USE AMONG YOUTH 1 (2016) (emphasis in original), <https://e-cigarettes.surgeongeneral.gov/documents/surgeon-generals-advisory-on-e-cigarette-use-among-youth-2018.pdf>.

<sup>2</sup> *Id.*

<sup>3</sup> *Id.* (emphasis in original).

<sup>4</sup> Julia Belluz, *Scott Gottlieb's last word as FDA chief: Juul drove a youth addiction crisis*, VOX (Apr. 5, 2019, 7:10 AM), <https://www.vox.com/science-and-health/2019/4/5/18287073/vaping-juul-fda-scott-gottlieb>; Statement from Scott Gottlieb, Commissioner, U.S. Food and Drug Administration, on launch of 'The Real Cost' Youth E-Cigarette Prevention Campaign amid evidence of sharply rising use among kids (Sept. 18, 2018), <https://www.fda.gov/news-events/press-announcements/statement-fda-commissioner-scott-gottlieb-me-launch>.

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real-cost-youth-e-cigarette-prevention-campaign (“Kids use of e-cigarettes has reached an epidemic level of growth”).

<sup>5</sup> David A. Kessler, Opinion, *Juul Says It Doesn’t Target Kids, But Its E-Cigarettes Pull Them In.*, N.Y. TIMES (Jul. 31, 2019), <https://www.nytimes.com/2019/07/31/opinion/juul-kids.html>.

<sup>6</sup> Press Release, House Oversight Committee, New Documents Show JUUL Deliberately Targeted Children to Become the Nation’s Largest Seller of E-Cigarettes (Jul. 25, 2019), <https://oversight.house.gov/news/press-releases/new-documents-show-juul-deliberately-targeted-children-to-become-the-nation-s>.

<sup>7</sup> *Nearly 1 in 5 youth say they have seen JUUL used in school*, THE TRUTH INITIATIVE (May 23, 2018), <https://truthinitiative.org/research-resources/emerging-tobacco-products/nearly-1-5-youth-say-they-have-seen-juul-used-school>.

<sup>8</sup> *How are schools responding to JUUL and the youth e-cigarette epidemic?*, THE TRUTH Initiative (Jan. 18, 2019), <https://truthinitiative.org/research-resources/emerging-tobacco-products/how-are-schools-responding-juul-and-youth-e-cigarette>.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent for Educational Services  
**DATE:** March 13, 2020  
**SUBJECT:** Adopt Board Policy (BP) 6158.1 and Master Agreement for the Tracy Unified School District Independent Study Charter School

**BACKGROUND:** On December 10, 2019, the Board of Trustees approved a petition for the establishment of the Tracy Independent Study Charter School. The Board of Trustees serves as the governing board for the Tracy Independent Study Charter School.

**RATIONALE:** Pursuant to Education Code Section 51749.5, a charter school may provide independent study courses if and only if the governing board of the charter school adopts policies, at a public meeting, that comply with enumerated provisions of law. In addition, the charter school is required to have a signed learning agreement on file for each pupil participating in independent study courses.

This Policy and attached Master Agreement conform with the requirements of Education Code 51749.5 and their adoption by this Board will authorize the Tracy Independent Study Charter School to provide independent study courses. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** Not applicable.

**RECOMMENDATION:** Adopt Board Policy (BP) 6158.1 and Master Agreement for the Tracy Unified School District Independent Study Charter School.

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



Tracy Independent Study Charter School ("TISCs" or the "Charter School") may offer independent study to meet the educational needs of pupils enrolled in the Charter School. Independent study is an alternative education designed to teach the knowledge and skills of the core curriculum. The Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. The following written policies have been adopted by the Board for implementation at the Charter School:

1. For pupils in all grade levels offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be five (5) school days.
2. When any pupil fails to complete three (3) assignments during any period of five (5) school days, the Principal or the Principal's designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study. A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.
3. A current written agreement, a sample of which is included in this Policy, shall be maintained on file for each independent study pupil, including but not limited to, all of the following:
  - ◆ The manner, time, frequency, and place for submitting a pupil's assignments and for reporting his or her progress.
  - ◆ The objectives and methods of study for the pupil's work, and the methods utilized to evaluate that work.
  - ◆ The specific resources, including materials and personnel that will be made available to the pupil.
  - ◆ A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, and the number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study.
  - ◆ The duration of the independent study agreement, including beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.

- ◆ A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
  - ◆ The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
  - ◆ Each written agreement shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or care giver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code.
4. TISCS shall comply with the Education Code Sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted there under.
  5. The Principal shall establish regulations to implement these policies in accordance with the law.



**Tracy Independent Study Charter School  
Master Agreement for Independent Study**

<b>Student Name:</b>		<b>Duration:</b>	
<b>Student Number:</b>		<b>Beginning Date:</b>	
<b>Address:</b>		<b>End Date:</b>	
<b>City/Location:</b>		<b>Year:</b>	
<b>Phone Number:</b>		<b>Grade Level:</b>	
<b>DOB:</b>		<b>2<sup>nd</sup> Phone Number:</b>	

**Students are required to report to their teacher as follows to submitting work and reporting progress:**

**Manner of Reporting:** ☐ One-on-one ☐ Small Group ☐ E-mail ☐ Fax.

**Time:** \_\_\_\_\_.

**Frequency:** \_\_\_\_\_.

**Place of Meeting:** \_\_\_\_\_.

**Method of Study:** Specific methods of study will be designated on the Student Assignment Sheet and Attendance Record incorporated herein. Examples of methods of study for the student will include but are not limited to: ☐ Independent Reading ☐ Textbook Activities ☐ Problem Solving ☐ Study Projects ☐ Drill & Practice ☐ Experiential Learning ☐ Computerized Curriculum ☐ Web/Internet Research ☐ Library Research ☐ Field Trips ☐ Learning Center Courses ☐ Other \_\_\_\_\_.

**Method of Evaluation:** Academic evaluations will be designated on the Student Assignment Sheet and Attendance Record incorporated herein. Examples of acceptable methods of evaluation include but are not limited to: ☐ Teacher-made Tests ☐ Student Conferences ☐ Progress/Report Cards ☐ Chapter/Unit Tests ☐ Work Samples ☐ Observations ☐ Portfolios ☐ State Standards Testing ☐ CA High School Exit Exams ☐ Learning Journals ☐ Presentations ☐ Quizzes ☐ Labs ☐ Finals ☐ Other \_\_\_\_\_.

**Resources:** The school will provide appropriate instructional materials and personnel to enable the student to complete the assigned work. Resources must include those reasonably necessary to the achievement of the objectives and must include resources that are normally available to all students on the same terms as the terms on which they are available to all. Assignments and specific resources will be designated on the Assignment and Attendance Record incorporated herein.

**Board Policies:**

(a) For pupils in all grade levels offered by the School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be five (5) school days.

(b) A pupil may miss three (3) assignments during any period of five (5) school days before an evaluation is conducted to determine whether it is in the best interests of the pupil to remain in independent study. Therefore, when any pupil fails to complete three (3) assignments during any period of five (5) school days, the Principal or his or her designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study. A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.

**Objectives:** The student will complete the courses listed below. All course objectives will be consistent with the established Charter School's board policy and are consistent with Charter School standards, as outlined in the Charter School's subject/course descriptions. Assignment Sheet and Attendance Record will include additional descriptions of the major objectives and activities of the courses of study covered by this agreement including the evaluation of student work and is incorporated herein. The term "Course Value" ("CV") refers to the number of credits (secondary education) or weeks of work (elementary education) the student will attempt.

***Course Credits or Other Measures of Academic Achievement to be Earned Upon Completion***

Subject	Course	Course Value	Modified



Voluntary Statement: It is understood that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

**Signatures and Dates:**

I have read and I understand the terms of this agreement and agree to all provisions set forth.

Student: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian/Caregiver: \_\_\_\_\_ Date: \_\_\_\_\_

Supervising Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

Other Person Who Has Direct Responsibility for Providing Assistance to the  
Pupil: \_\_\_\_\_ Date: \_\_\_\_\_

Other Person Who Has Direct Responsibility for Providing Assistance to the  
Pupil: \_\_\_\_\_ Date: \_\_\_\_\_

Other Person Who Has Direct Responsibility for Providing Assistance to the  
Pupil: \_\_\_\_\_ Date: \_\_\_\_\_

TUSD Board Adopted:



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** March 12, 2020  
**SUBJECT:** **Approve Adoption of Instructional Materials for 12<sup>th</sup> 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. 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 created 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.

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 12<sup>th</sup> grade non-ERWC ELA course work

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

**FUNDING:** Funding for the purchase of recommended materials not to exceed \$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:** Approve Adoption of Instructional Materials for 12<sup>th</sup> 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:** March 12, 2020  
**SUBJECT:** Approve Adoption of Instructional Materials 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.

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 (7<sup>th</sup> 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 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:** Approve Adoption of Instructional Materials 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:** March 12, 2020  
**SUBJECT:** **Approve Adoption of Introduction to Psychology Instructional Materials**

**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. Two Psychology teachers met to develop criteria for evaluating instructional materials according to the standards of the American Psychological Association, reviewed several programs, and presented their selection to the Curriculum Council.

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 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:** Approve Adoption of Introduction to Psychology Instructional Materials.

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** March 11, 2020  
**SUBJECT:** Approve Revised Job Descriptions for Associate Superintendent for Educational Services, Associate Superintendent for Business Services and Associate Superintendent for Human Resources

**BACKGROUND:** The District continues the process of updating job descriptions to ensure that they accurately reflect current essential functions of the position, district requirements and any Federal or California Department of Education requirements. In addition, the Human Resources Department has established as one of its priorities, to review and revise outdated job descriptions.

**RATIONALE:** This agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** No change in funding

**RECOMMENDATION:** Approve Revised Job Descriptions for Associate Superintendent for Educational Services, Associate Superintendent for Business Services and Associate Superintendent for Human Resources.

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

## TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

**POSITION TITLE:** ~~Assistant~~ **Associate** Superintendent for Educational Services

**DEPARTMENT:** Educational Services

**POSITION SUMMARY:** The ~~Assistant~~ **Associate** Superintendent of Educational Services shall serve as the chief line officer for all areas of educational services, including adult education, elementary education, secondary education and all state and federal categorical programs in which the District is participating.

### **ESSENTIAL FUNCTIONS:**

#### **Regular Education:**

1. Provides overall direction for a continuing program of curriculum development in kindergarten through twelfth grade and adult education
2. Supervises the coordination and articulation of the instructional program among the District's schools and between the elementary, secondary and adult education levels of the program.
3. Determines the broad direction and yearly priorities for the K-12 and adult education staff developmental program.
4. Provides for the implementation of the District K-12 adopted curriculum through the publication and distribution of curriculum materials and the planning and implementation of necessary teacher training activities.
5. Provides overall direction in the planning of the District K-12 summer school program.
6. Observes the K-12 instructional program and support services by regular visits to schools in the District and by conferring with principals, teachers and parents.
7. Develops and maintains an evaluation system to assess the progress of pupils toward District established standards of achievement in all curricular areas; evaluates District and school performance as measured by District adopted assessments; provides for effective communication of annual performance report results to the Board and the schools.
8. Provides direction to the school principals with respect to establishing standards of expected student progress in each area of the K-12 curriculum.
9. Serves as the chief evaluator of the job performance of the District directors of educational services.
10. Provides direction to the principals in their responsibility of assessing the competence of certificated employees in: (a) achieving goals of student progress, (b) performing adjunct duties as assigned, (c) maintaining proper student control, and (d) preserving a suitable learning environment.
11. Ensures that all instructional materials and equipment necessary for a quality educational program are procured in a timely and coordinated manner, administers the operation of the District Instructional Materials Center, and

- provides overall direction for textbook adoptions in all area of the K-12 curriculum.
12. Provides broad direction for the development of the District's K-12 school library program.
  13. Has the responsibility for providing guidance in the location, selection, and interpretation of the findings research appropriate to the District's K-12 curriculum needs.
  14. Has the responsibility for filing such reports with the State Department or the County Office as assigned by the Superintendent.
  15. Functions as the liaison staff member on K-12 curriculum and instruction with the staff of the County Superintendent of Schools.
  16. Provides counsel and guidance to the K-12 principals of the schools, and serves as a liaison officer between the Superintendent and the school administrators.
  17. Works with parents and lay groups in the community in interpreting the K-12 educational programs of the District.
  18. Cooperates with District staff personnel in all matters pertaining to K-12 and Adult Education instruction: their implementation, improvement, and evaluations.
  19. Represents the District, at the Superintendent's discretion, at local, state, and national meetings and conferences relating directly to the District's instructional needs.

#### **Special Education and Categorical Programs:**

1. Provides broad direction and sets standards for all programs pertaining to the District's special education, elementary counseling, psychological services, speech programs and child welfare and attendance services.
2. Provides broad direction and sets District standards for the planning, implementation, and evaluation of all K-12 categorical programs -- including, but not limited to, (a) all Consolidated Application programs, (b) the Regional Occupation Programs, (c) VEA programs, (d) and the Work Experience programs.
3. Directs District legal compliance efforts with respect to all laws and regulations governing special education programs and categorical programs.
4. Provides District and school administrators with timely communications and in-service training relative to the laws, regulations, and guideline governing the special education and categorical programs for which they are responsible.
5. Develops and submits applications and reports regarding special education and categorical programs to state and federal agencies as required.
6. Represents the Superintendent in contracting for migrant education services.

#### **OTHER RESPONSIBILITIES:**

1. Assists the Superintendent in developing and recommending District policy as it related to the K-12 and adult education instructional programs.



2. Maintains professional competence through participation in in-service educational activities provided by the District and in self-selected professional growth activities.
3. Prepares and presents reports to the Superintendent and Board of Education as directed.
4. Performs any other duties as assigned by the Superintendent.

**EDUCATION AND EXPERIENCE:** Successful experience as a school or district administrator with experience in developing and implementing education programs for students in grades K-12. Must possess or be able to obtain a valid California Administrative Services Credential. **Must possess or be able to obtain a Masters Degree** ~~required~~, Doctorate preferred.

**SKILLS AND QUALIFICATIONS:** Knowledge of current trends in education and demonstrated ability to manage educational institutions.

**PHYSICAL REQUIREMENTS:** Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Bend, squat, stoop and/or climb for short periods of time.
4. Work on computers for extended periods of time.
5. Lift and carry up to 25 lbs. at shoulder for short distances.

**WORK ENVIRONMENT:** Employees in this position will be required to work indoors and outdoors in various conditions during the course of the required schedule.

**DAYS OF SERVICE:** 225

**SALARY:** Certificated Management, Range 42-A-E ~~63~~

**ADOPTED:** H.S. Board 9/28/94  
Elem. Board 9/28/94

**REVISED:** TUSD Board 12/12/00

## TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

**POSITION TITLE:** Associate Superintendent for Business Services

**DEPARTMENT:** Business Services

**POSITION SUMMARY:** The Associate Superintendent for Business Services shall serve as the chief business official and line officer for all areas of business services. Under the direction of the Superintendent, provides leadership and supervision in facilities development, financial services, materials management, maintenance, operations, risk management, transportation, and food services.

### **ESSENTIAL FUNCTIONS:**

1. Plans, organizes, directs and coordinates the district program for business services functions including accounting and information management, facilities and asset management, human resource and relationship management, leadership and change management, educational resource management, and auxiliary and support services management.
2. Responsible for management of financial accounting, attendance accounting, auditing, expenditure management, salary administration, and manual and automated data management.
3. Responsible for adequate fiscal planning, standards and control, and for adequate reporting in each of the functional areas of business services.
4. Prepares reports and information for the Superintendent and the school board as required by county, state, and federal agencies.
5. Supervises the construction, maintenance, and repair of school buildings and facilities, also the energy management, facilities planning and management, operations and custodial, plant security and property protection and management for the district.
6. Works closely with the ~~Assistant~~ **Associate** Superintendent for Human Resources, the ~~Assistant~~ **Associate** Superintendent for Educational Services, Principals, Directors, Supervisors, and other personnel.
7. Assists in the interview and selection of classified personnel when appropriate.
8. Participates as a member of the district negotiating teams as assigned by the Superintendent.
9. Assists the Superintendent in preparation of long range planning for delivery and support of educational curriculum development.
10. Applies critical thinking skills and awareness of current political, legislative, and financial issues to facilitate district problem solving and decision-making.
11. Works closely with the Superintendent in all Board meetings, representing business services.
12. Collects and analyzes data to understand and improve business support systems and facilitate organizational development interventions. Develops staff development for classified staff to improve services in support of student learning.
13. Develops studies and surveys as directed by the Superintendent and assists the Superintendent in any assigned administrative function.

14. Responsible for the procurement, storage, distribution, and maintenance of equipment, materials, and supplies.
15. Establishes systems of property inventory and control and prepares and supervises the maintenance of pertinent records, accounts, and reports.
16. Executes business contracts as authorized and entered into by the school board.
17. Maintains professional liaison with local and non-local firms who may be prospective vendors or suppliers of services.
18. Applies managerial and leadership techniques to evaluate and improve support services. These techniques include, but are not limited to, budget processes and management, cost accounting, and economic analysis.
19. Supervises management of financial issues, funding issues, investment and cash management, purchasing and supplies management, and special education resources and expenditures.
20. Plans, organizes, directs, and supervises the administrative systems for transportation, food services, building maintenance, inventory management, litigation, payroll management, risk management, security, and accounting.
21. Implements decisions of the board regarding all types of insurance and risk management.
22. Assists district administrators in planning and facilitating programs deemed advisable for greater safety and health of pupils.
23. Perform any and all duties as assigned by the Superintendent.

#### **OTHER RESPONSIBILITIES**

1. Acts as Superintendent in the absence of the District Superintendent.
2. Performs any and all reasonable duties assigned by the Superintendent.
3. May train and delegate duties to lower-level department personnel.
4. Perform related duties as assigned.

**EDUCATION:** Bachelor's Degree with a major in Accounting, Business or Public Administration, or a closely related field; **Must possess or be able to obtain a** Certification in Public Accounting or Masters of Business Administration **or be CBO certified** ; Doctorate in Educational Leadership desired; minimum of five years of successful experience in educational leadership required. Possession of an appropriate California driver's license; insurable.

**SKILLS AND QUALIFICATIONS:** Knowledge of all school district support functions with particular emphasis in school finance; ability to facilitate large groups and coordinate group decisions; knowledge of organizational development interventions and improvement strategies; knowledge of data collection, analysis, and data-based decision making and statistical process control; knowledge of computerized records management analysis and forecasting; ability to plan and carry out work programs without supervision; ability to analyze problems, including the implementation of effective solutions; ability to write, speak, and work effectively with individuals and groups; ability to maintain cooperative working relationships with those contacted in the course of work (consultants and professional experts as well as all levels of district staff); provide and carry out oral and written directions in English, read and speak at a level sufficient to fulfill the duties

described; ability to communicate in Spanish desirable; generate computer spreadsheets as a management tool.

**PHYSICAL REQUIREMENTS:** Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Bend, squat, stoop and/or climb for extended periods of time.
4. Work on computers for extended periods of time.
5. Lift and carry up to 25 lbs. at shoulder height for short distances.

**WORK ENVIRONMENT:** Employees in this position will be required to work indoors and outdoors in various conditions during the course of the required schedule. Exposure to noise, dust, and fume levels will vary according to equipment and projects. As required, must wear protective devices such as hard hat, closed toe shoes, earplugs, dust mask, and safety glasses.

**SALARY:** Leadership Management, Range 63

**DAYS OF SERVICE:** 225

**BOARD APPROVED:** 9.12.06

**REVISED:** 07/2016 (range only)

## TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

**POSITION TITLE:** ~~Assistant~~ **Associate** Superintendent for Human Resources

**DEPARTMENT/DIVISION:** Human Resources

### **POSITION SUMMARY:**

The ~~Assistant~~ **Associate** Superintendent for Human Resources shall serve as the chief line officer for all areas of personnel services. Under the direction of the Superintendent, the ~~Assistant~~ **Associate** Superintendent for Human Resources provides leadership and supervision for the District program for personnel administration for all District staff.

### **ESSENTIAL FUNCTIONS:**

1. Plans, organizes, directs and coordinates the District program for personnel administration for all District staff.
2. Assesses, develops and maintains programs and services, which support positive District climate and collaboration of employees.
3. Responsible for the organization and implementation of the District staff recruitment program.
4. Responsible for the development and maintenance of personnel files of qualified teacher candidates from which administrator and/or supervisors may select for recommendation.
5. Plans and supervises the recruitment, selection and recommends assignment of staff consistent with the District's budget and staffing plans.
6. Recommends original assignments and processes any requests for transfer among the schools.
7. Develops and maintains all personnel records for certificated and classified staff in relation to salary placement, evaluation reports, recommendations, transcripts and contracts.
8. Develops, maintains, supervises, coordinates, and up-dates personnel policies for the District within the scope of collective bargaining, including those policies and procedures evolving from negotiations.
9. Supervises and coordinates the hiring of all substitutes and develops a substitute handbook.
10. Coordinates the placement of student teachers and observers from the various teacher-training institutions.
11. Consults with administrators in regards to any personnel problems.
12. Plans and supervises the program for employee performance evaluation.
13. Processes all resignations, retirements and leaves.
14. Acts as liaison staff member on personnel matters between the Superintendent and bargaining units, and organizes, directs, and implements employee relations program for the District.
15. Serves as the chairperson of the District's negotiating team(s).
16. Holds regular meetings with TEA and CSEA representatives to resolve problems and keep communication channels open.

17. Works closely with the Superintendent in all Board meetings representing personnel.
18. Serves as the District Title IX Officer.
19. Prepares as directed certain reports and information for the Superintendent, Board of Trustees, and various state and federal agencies.
20. Participates directly in formulating and implementing District policies.
21. Provides counseling to employees on personnel matters, which cannot be effectively resolved by members of the staff.
22. Interprets and applies laws, rules, and District policy relating to personnel administration.
23. Serves as the compliance officer for implementing the District's discrimination/harassment policy regarding employees.
24. Processes and investigates formal complaints from the public regarding District personnel.
25. Confers with representative of employee organizations and District officials concerned with personnel matters.
26. Works with the Director of Technology to develop and maintain an electronic document imaging system for the Human Resources department.
27. Supervises and conducts performance evaluations for Human Resources personnel.
28. Assists the ~~Assistant~~ **Associate** Superintendent for Business in preparation of long range planning for school facilities development.
29. Maintains regular and prompt attendance in the workplace.
30. Performs other related duties as assigned by the Superintendent.

#### **EDUCATION AND EXPERIENCE:**

Ability to carry out oral and written directions, read, write, and speak at a level sufficient to fulfill the duties to be performed. Successful experience as a school or district administrator with experience in developing and implementing personnel services programs is required. Must have, or be able to obtain, a valid California Administrative Services Credential. **Must possess or be able to obtain a Masters Degree required,** Doctorate preferred.

#### **SKILLS AND QUALIFICATIONS:**

1. Knowledge of current trends in education and demonstrated ability to manage educational institutions.
2. Ability to coordinate the effective administration of the Human Resources Department.
3. Knowledge of California Education Code, administrative regulations and board policies, and relevant federal, state and local regulations as related to the District.
4. Ability to communicate effectively in large groups and individually, and to facilitate group decisions.
5. Ability to maintain cooperative working relationships with those contacted in the course of work.

**PHYSICAL REQUIREMENTS:**

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

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

**WORK ENVIRONMENT:**

Employees in this position will be required to work indoors in a standard office environment and come in direct contact with District staff, parents and the public. In addition, the ~~Assistant~~ **Associate** Superintendent for Human Resources must perform duties and responsibilities that occur outside school buildings and facilities and at other District related activities and events.

**SALARY:** Leadership Management Salary Schedule, **Range 63** ~~LME-58~~

**DAYS OF SERVICE:** 225

Revised:

TUSD: 3/27/01

TUSD 4/22/2008

TUSD: 6/24/2008

TUSD: 8/26/2014

TUSD: