

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
APRIL 28, 2020

PLACE: DISTRICT EDUCATION CENTER
SUPERINTENDENT'S CONFERENCE ROOM
1875 WEST LOWELL AVENUE
TRACY, CALIFORNIA

To View this meeting, please follow this link: [Board Meeting Live](#)

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

MODIFIED MEETING PROCEDURES DURING COVID-19 PANDEMIC:

To view this meeting, please follow this link: [Board Meeting Live](#)

Select "Watch on Web Instead"

Once the event opens click "Join Anonymously"

As per Executive Order N-29-20 from Governor Newsom, the Tracy Unified School District Board of Education meetings will move to a virtual/teleconferencing environment using Microsoft Teams. The Governor's executive order on March 12, 2020, waived the requirement for a majority of board members to physically participate in a public board meeting at the same location. The intent is not to limit public participation, but rather to protect public health by following the Governor's Stay at Home executive order.

To make a public comment, please follow this [Public Comment Link](#) available only on April 28th between 5:00 and 6:00 p.m. to place your comment.

A G E N D A

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

3.2 Educational Services: None.

3.3 Human Resources:
3.3.1 Consider Leave of Absence Requests for Certificated UC#1191, UC#1203, UC-1214; Pursuant to Article XX
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___
3.3.2 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___ | |

- 3.3.3** Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

- 6a** Report Out of Action Taken on Consider Leave of Absence Requests for
Certificated UC#1191, UC#1203, UC-1214; Pursuant to Article XX

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

7. Approve Regular Minutes of March 24, 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.

10.2 Educational Services:

- 10.2.1** Receive Report on Proposed Instructional Materials Adoption for 11th Grade Expository Reading and Writing Course **6-7**

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

12. PUBLIC HEARING: None.

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

Action: Motion__; Second__. **Vote:** Yes__; No__; Absent__; Abstain__.

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

13.1 Administrative & Business Services:

- 13.1.1** Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **8-9**

- 13.1.2** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **10-12**

- 13.1.3** Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District **13-14**
- 13.1.4** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year **15-16**
- 13.1.5** Approve Report on Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 75 (Separate Cover Item) **17-19**
- 13.2 Educational Services:**
 - 13.2.1** Approve Agreement for Special Contract Services with AIMHI Educational Programs, LLC for Professional Development for Teachers to Support Inclusion of Special Education Students in a General Education Setting **20-23**
 - 13.2.2** Approve Overnight Travel for West High Teachers and Administrators to Attend AVID Summer Institute in Seattle, Washington, July 19 – 22, 2020 **24**
- 13.3 Human Resources:**
 - 13.3.1** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment **25-26**
 - 13.3.2** Approve Classified, Certificated, and/or Management Employment **27-28**
 - 13.3.3** Approve the Classified and Certificated Calendar Listings for the 2020-21 School Year **29-31**

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

14.1 Administrative & Business Services:

- 14.1.1** Approve Resolution #19-25 Authorizing Agents to Provide to the Governor’s Office of Emergency Services for All Matters Pertaining to Such State Disaster Assistance the Assurances and Agreements Required **32-36**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain ___
- 14.1.2** Adopt Resolution No. 19-26 Making Findings on Energy Savings and Determining other Matters in Connection with Energy Service Agreements **37-41**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain ___
- 14.1.3** Adopt Resolution No. 19-27 Supporting Intent to Award and Contract of Lease-Leaseback Agreement for the North Modernization Project **42-45**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain ___

14.2 Educational Services: None.

14.3 Human Resources:

- 14.3.1** Approve Fieldwork Agreement with Western Governors University **46-52**
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** May 12, 2020
 - 17.2** May 26, 2020
 - 17.3** June 9, 2020
 - 17.4** June 23, 2020
- 18. Upcoming Events:**
 - 18.1** March 13 – May 22 Schools Closed (COVID-19)

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 24, 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
Attended by Zoom: S. Kaur
Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall, B. Etcheverry

7:03PM 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/#62, #19-20/#63, #19-20/#65, #19-20/#66
Action: Abercrombie, Souza. **Vote:** Yes-7; No-0.

6b Report Out of Action Taken on Reinstatements: AR#19-20/#26
Action: **Vote:** Yes-6; No-1(Alexander).

6c Report Out -of Action Taken on Approve Resolution No. 19-23 Intent to Dismiss and for Immediate Unpaid Suspension
Action: **Vote:** Yes-7; No-0.

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-7; No-0.

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-7; No-0.

Minutes: 7. Approve Regular Minutes of March 10, 2020.
Action: Abercrombie, Silcox. **Vote:** Yes-6; No-0; Abstain-1(Kaur)

Employees Present: J. Nott

Press: None.

Visitors Present: None.

Student Rep Reports: None.

Recognition & Presentations:	None.
Information & Discussion Items:	10.1 Administrative & Business Services: None.
Hearing of Delegations	11. Jacqui Nott, president of TEA thanked the board members who have reached out to the association and Dr. Stephens for his amazing leadership and the team he created and all the work they have done. The associate superintendents and directors for taking care of staff and getting TUSD through the initial phase. Their efforts are appreciated. A year ago she was standing here proud that they were voting on our agreement that was finished in record time. She was proud and thought we would do more great things. The great news is that we are topping last year in the way we are working together and getting to the best right answer. We are still working as a team.
Public Hearing:	12.1 Administrative & Business Services: None.
Consent Items:	<p>13. Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified. Action: (except Item 13.1.2) Abercrombie, Costa, Vote: Yes7-; No-0. Action: on Item 13.1.2. Abercrombie, Souza, Vote: Yes-6; No-0; Abstain-1(Costa)</p> <p>13.1 Administrative & Business Services:</p> <p>13.1.1 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda</p> <p>13.1.2 Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District</p> <p>13.1.3 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year</p> <p>13.2 Educational Services:</p> <p>13.2.1 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</p> <p>13.2.2 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</p> <p>13.2.3 Ratify Agreement for Special Contract Services with LC Education, for Assistive Technology Assessments and Training for the 2019-2020 School Year</p> <p>13.2.4 Approve Agreement for Special Contract Services with Give Every Child a Chance to Provide Afterschool Tutoring at South/West Park</p>

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

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

14.1.2 Consider Claim No. 583669

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

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

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

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

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

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

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

7:14pm The TUSD Board meeting was adjourned.

7:15pm The TSFFA meeting was called to order.

14.1.6 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>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.

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.

4. DISCUSSION/ACTION –

4.1 Approve Meeting Minutes of February 12, 2019

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

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

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

7:18pm 5. ADJOURNMENT

7:19pm The TUSD Board meeting was reconvened.

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)

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

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

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

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

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

14.2.3 Approve Adoption of Instructional Materials for 12th Grade Expository Reading and Writing Course

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

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

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

14.2.5 Approve Adoption of Introduction to Psychology Instructional Materials

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

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

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

Board Reports:

Trustee Silcox agrees with Jacqui Nott and thanked Dr. Stephens and cabinet for all that they have done. Trustee Souza appreciates how hard the district has been working and thanks everyone. Trustee Kaur also thanked everyone. Trustee Alexander passed. Trustee Pekari agrees with everyone. In this time of crisis everyone is pulling together. Trustee Abercrombie thanked Dr. Stephens for the updates. He appreciates it. Trustee Costa appreciates the updates and agrees that administration is doing a great job and the community is pulling together.

Superintendent Report:

Dr. Stephens had no comments.

Adjourn: 7:24 pm

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 13, 2020
SUBJECT: Receive Report on Proposed Instructional Materials Adoption for 11th Grade Expository Reading and Writing Course

BACKGROUND: The Expository Reading and Writing Course (ERWC) is an innovative curriculum created by the California State University (CSU) system to change how English teachers prepare high school students for the rigors of college reading and writing. It uses rhetorical inquiry to encourage critical thinking and explicitly teaches students expository reading and writing strategies that help them thrive in college, through a series of modules based on topics of interest to young people. ERWC-11 is designed as a grade 11 English language arts course and aligned to the California English Language Arts (ELA) standards. It will be taught at West High School in the 2020-21 school year.

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

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

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

4 Modules

- Speech in America: Rhetoric of Foundational Public Speeches
- What's Next? Thinking About Life After High School
- Human Impact on Climate
- Daily Challenge: Mental Illness in Our Lives

3 Mini Modules

- Introducing Ethos, Pathos, Logos
- Introducing the Rhetorical Situation
- Introducing Genre as Rhetoric

Novel: *The Distance Between Us* by Reyna Grande

Play: *Zoot Suit* by Luis Valdez

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
- Aligned to other 11th 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: Receive Report on Proposed Instructional Materials Adoption for 11th Grade Expository Reading and Writing Course.

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



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 14, 2020
SUBJECT: **Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

RECOMMENDATION: Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda.

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

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
MEASURE B BOND
April 28, 2020
SUMMARY OF SERVICES**

A. Vendor:	Dryco Construction, Inc.
Site:	Tracy High School – New Parking Lot
Item:	Change Order #1
Services:	Contractor to install ornamental fence reusing existing fence; install additional irrigation shut off valve box; seal coat and striping of contractors staging parking lot for the new parking lot.
Cost:	\$12,224.00
Project Funding:	State School Facilities Funds-Project Savings from Various Projects



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 1, 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
APRIL 28, 2020
SUMMARY OF SERVICES

A. Vendor: Transfinder
Site: Transportation Department
Item: Software License & Hosting Agreement – 3 Year Agreement (expires 4/10/23)
Services: Transfinder is a bus routing software system which includes a scheduling system, route analysis, cost calculations and satellite imagery. Transfinder will replace Versatrans, our current routing software.
Cost: \$31,405 Year 1, \$14,200 annually thereafter
Project Funding: General Fund/Transportation

B. Vendor: Bruce Bloom, M.Ed.
Site: Special Education
Item: Agreement
Services: Dr. Bruce Bloom will complete an Independent Educational Evaluation (I.E.E.) for one student.
Cost: Not to exceed \$4,700.00
Project Funding: 602 Funding for Special Education

C. Vendor: Paradigm Healthcare Services, LLC
Site: District-wide
Item: Service Agreement
Services: Paradigm assists in capturing dollars for Medi-cal billing services already being performed.
Cost: No direct cost to district. Funds generated are distributed to the participating departments based on Department of Health Care Services reimbursements after Paradigm takes 13.5% up to \$500,000, 12% from \$500,000 up to \$1,000,000 and 10% above \$1,000,000.
Project Funding: N/A

D. Vendor: Bockmon and Woody Electric Company
Site: Stein Continuation High School – Relocatable Classrooms
Item: Agreement
Services: Provided and install a complete electrical and low voltage system for the addition of two (2) portable buildings, inclusive of all electrical, data, intrusion and fire alarm systems.
Cost: \$167,600.00
Project Funding: Unrestricted General Fund

E. Vendor:	Anixter, Inc.
Site:	District-wide
Item:	Master Supply Agreement
Services:	Tracy Unified's ISET Department has completed an RFP for the replacement of the Uninterrupted Power Supply at various District sites, the RFP was awarded to Anixter, Inc.
Cost:	\$37,523.00 (20% of \$187,615.59, 80% to be funded by erate,)
Project Funding:	Erate Year 23



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/Tracy Young Adult Program: From the Junior League of San Joaquin County for the amount of \$3,000.00 (ck. #4184). The Tracy Young Adult Program (T.Y.A.P.) was awarded this grant for the purchase of two Cricket machines and supplies that will be used for fundraising and to teach the T.Y.A.P. students about micro businesses.
2. Tracy Unified School District/Food Services Department: From Linda Heisig for the amount of \$250.00 (ck. #5657). This donation will assist with the Food Service response to COVID 19. The funding will go towards the distribution of grab and go meals.

Villalovoz Elementary School:

1. Tracy Unified School District/Villalovoz Elementary School: From the Villalovoz Parent Faculty Club for the amount of \$4,312.00. This donation was used to fund the Artist in Residence Program at Villalovoz.

West High School:

1. Tracy Unified School District/West High School: From the West High School Reserve Officers Training Corps (R.O.T.C.) Club for the amount of \$1,200.00 (ck. #10930). These funds will be used to purchase parts to build a computer to run military simulation software. This donation will benefit West High School's R.O.T.C. program.

RATIONALE: Acceptance is recommended in order to meet the District's strategic goals and to enhance and benefit the educational experiences of the students of the Tracy Unified

School District. This agenda item meets Strategic Goal #2 – Create a quality and effective learning environment for all students.

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

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 14, 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>Approved</i>	<i>Current</i>
Parents at Williams Staff Students (PAWSS)	<i>Approved</i>	<i>Current</i>
Poet Christian PTSA	<i>Approved</i>	<i>Current</i>
South/West Park Parent Club	<i>Approved</i>	<i>Current</i>
Tracy High Baseball Boosters	<i>Approved</i>	<i>Current</i>
Tracy Bulldog Band Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Football Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Softball Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Volleyball Booster Club	<i>Approved</i>	<i>Current</i>
Villalovoz PFC	<i>Approved</i>	<i>Current</i>
West High Music Boosters	<i>Approved</i>	<i>Current</i>
West High Science Boosters	<i>Approved</i>	<i>Current</i>



BUSINESS SERVICES MEMORANDUM

TO: Brian Stephens, Superintendent
FROM: Casey Goodall, Assistant Superintendent for Business
DATE: March 17, 2020
SUBJECT: **Approve Report on Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 75**

BACKGROUND: In June 2015, the Governmental Accounting Standards Board (GASB) issued Statement Number 75, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, which addressed how state and local governments should account for and report their costs and obligations related to postemployment healthcare and other nonpension benefits. Collectively, these benefits are commonly referred to as Other Postemployment Benefits (OPEB), and the statement is commonly referred to as “GASB 45.”

The GASB is the independent, not-for-profit organization formed in 1984 that establishes and improves financial accounting and reporting standards for state and local governments. Its seven members are drawn from the Board's diverse constituency, including preparers and auditors of government financial statements, users of those statements and members of the academic community.

GASB Statement 45 provided regulations for Accounting and Financial Reporting by Employers for Post-Employment Benefits Other than Pensions, and was issued in 2004. Although GASB had issued previous statements about OPEBs, namely GASB 25 and 27, GASB 45 resulted in significant changes to the reporting requirements for governmental agencies. In 2012, Statements 67 and 68 amended GASB Statements 25 and 27. GASB has now released Statement 75, a 300 page document to further outline and expand upon the requirements required from earlier statements. In addition, Statement 73 (128 pages), Statement 74 (108 pages), complete the reporting regulations that apply to OPEB. The GASB website in their June 20, 2015 News release states, “the new OPEB standards parallel the pension standards issued in 2012 GASB Statement No. 67, Financial Reporting for Pension Plans, and GASB Statement No. 68, Accounting and Financial Reporting for Pension. Together, the pension and OPEB standards provide consistent and comprehensive guidance for all post-employment benefits.”

The package of regulations (GASB 67, 68, 73, 74, 75) regulate how state and local governments calculate and report on financial statements, the costs associated with defined benefit OPEB plans.

- Government employers that do not prefund OPEB obligations will have to record a gross OPEB liability, while those that fund their OPEB plans through a trust that meets the specified criteria will have to record a net OPEB liability in their accrual-basis financial statements based on the plan fiduciary net position rather than plan funding.
- The new standard will make a government's obligations more transparent, and many governments will likely report a much larger liability.
- There are varying reporting requirements depending on whether the OPEB plan is administered through a trust that meets the following criteria:
 - Contributions from employers and non-employer entities contributing to the plan and earnings on those contributions are irrevocable.
 - OPEB assets are dedicated to providing OPEB to plan members in accordance with the benefit terms.
 - OPEB plan assets are legally protected from the creditors of employers, non-employer contributing entities, the OPEB plan administrator and plan members.
- OPEB benefits that are not provided through a trust are subject to the requirements in GASB Statement 68 and Statement 73 and 75.
- GASB does not require Governments to Fund OPEB (Technical Line, July 22, 2015)

Governmental employers that provide OPEB may choose how they wish to pay for the OPEB obligations. The GASB requirements then define based on those choices how the obligations are reported on financial statements. The options available include the following:

1. Pay As You Go
 - a. Current Practice (Note: But, we have begun to combine pay as you go with an informal prefund model)
 - b. Is legal
 - c. Not necessarily prudent
 - d. Liability rises over time
 - e. Liability never goes away
2. Prefund Informal
 - a. Revocable
 - b. Local District Fund
 - c. No Contribution Plan
 - d. Pay when dollars are available
 - e. Investment earnings is typically significantly lower over the long term and restricted to portfolio of investments by the County Treasurer
 - f. Minimizes future cost impacts
 - g. Provides future financial flexibility
 - h. Spreads the obligation over many years
 - i. Demonstrates prudent financial practices
 - j. Does not reduce Overall Liability
3. Prefund Formal
 - a. Irrevocable Trust

- b. Administered by a third party
- c. Pay As You Go plus some Defined Funding Plan
- d. Typical amortization is 30 years
- e. Minimizes future cost impacts
- f. Provides future financial flexibility
- g. Spreads the obligation over many years
- h. Demonstrates prudent financial practices
- i. Provides greater investment flexibility
- j. Higher rate of return on investment
- k. Reduces Overall Liability

The Governmental Finance Officers Association (GFOA) recommends creating a qualified trust fund to prefund OPEB obligations. The GFOA also recommends that if an individual trust is created, consultation with legal counsel is necessary to ensure that the trust is established and administered properly.

RATIONALE: The first step in preparing to implement GASB 75 is to conduct an actuarial study. Total Compensation Systems, Inc. is a health actuarial consulting firm specializing in California public school employers. Their services have been utilized by the San Joaquin County Office of Education, who recommended them to TUSD.

FUNDING: None.

RECOMMENDATION: Approve Report on Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 75.

PREPARED BY: S. Reed Call, Director of Financial Services.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: April 8, 2020
SUBJECT: Approve Agreement for Special Contract Services with AIMHI Educational Programs, LLC for Professional Development for Teachers to Support Inclusion of Special Education Students in a General Education Setting

BACKGROUND: Board approval is requested to contract for a two-day on-site Train-the-Trainer Program. We would like to contract with AIMHI Educational Programs, LLC for Professional Development for teachers to support inclusion of Special Education students in a General Education setting.

RATIONALE: In order to support placement in the least restrictive environment for our students with disabilities, these students are placed in general education classes following an inclusion approach to placement. The training provided by AimHi/Susan Fitzell will provide training for general education and special education teachers related to content delivery, inclusion models, and considerations for successful inclusion classroom management. This training will support 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: Expenses for this contract includes a two-day on-site Train the Trainer Program by Susan Fitzell, M. Ed., CSP. The total contract expenses will not exceed \$12,995.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with AIMHI Educational Programs, LLC for Professional Development for Teachers to Support Inclusion of Special Education Students in a General Education Setting.

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 AimHi Educational Programs, LLC, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Two day on site Train-the Trainer Program:
Full day (6 hour) program, The HOW of Co-teaching and Collaboration
Full day (6 hour) Train the Trainer program

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2, 6-hour () [] HOURS [x] DAYS, under the terms of this agreement at the following location Tracy Unified School District - site TBD.

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

- a. District shall pay \$ 8,995.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 8,995.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [x] SHALL [] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 4000.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [x] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 1, 2020, and shall terminate on June 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, Tammy Jalique, at (209) 830-3260 or 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 proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [x ☒] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 2, 2020
SUBJECT: **Approve Overnight Travel for West High Teachers and Administrators to Attend AVID Summer Institute in Seattle, Washington, July 19 – 22, 2020**

BACKGROUND: AVID has strict requirements for school sites to be certified. One stipulation is that each year AVID teachers, core teachers and site leadership must attend AVID summer institute as sites continue to utilize AVID strategies in the classroom. This year the summer institute located in Seattle, Washington most closely fits with the TUSD calendar for 2020-2021 school year.

RATIONALE: Tracy Unified has decided that AVID strategies are to be fully implemented and school sites must follow the requirements of the AVID program. The team going to the summer institute this year are Jacie Jones, Cassidy Waters, Melinda Williams, Babette Adkins, Annabelle Lee and Principal Zachary Boswell. This event is listed on our site plan as goal 1c7. This meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social and emotional potential.

FUNDING: The cost for the AVID Summer Institute is \$14,517.00 for hotel, three meals daily, transportation and airfare. AVID Summer Institute is being paid through AVID funds (site allocation).

RECOMMENDATION: Approve Overnight Travel for West High Teachers and Administrators to Attend AVID Summer Institute in Seattle, Washington, July 19 – 22, 2020.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: April 9, 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>
Henderson, Gary English/Athletic Director	Tracy High	6/30/2020	Accepted Tracy High Assistant Principal position
Vega, Jose 5 th grade	South/West Park	6/30/20	Personal

BACKGROUND:

CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Haggmark, Judith Special Education, RSP	West High	6/1/30	Retirement
Raco, Joseph Mathematics	West High	5/25/20 (as amended)	Retirement
Richerson, Suzanne Special Education, SDC	Tracy High	5/23/2020	Retirement

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE</u>	<u>REASON</u>
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DATE

Fantone, Jilleanne School Supervision Assist.	McKinley	3/21/2020	Personal
Kaur, Gursimran IEP Para Educator I	WHS	3/21/2020	Personal
Ybarra-Martinez, Christopher Utility Person III	MOT/Stein	4/4/2020	Personal

BACKGROUND:

CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Lu, Can Maintenance Electrician	Maintenance	7/1/2020
Mitchell, Teresa Special Ed Para Ed I	KHS	5/23/2020
Strickland, Toni Para Educator I	WMS	5/23/2020

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

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: April 9, 2020
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Brown, Sean

Stagnaro, Michael

BACKGROUND:

Ahuja, Rashmi

Harmsen, Holly

Tanner, David

MANAGEMENT/CLASSIFIED CONFIDENTIAL

Director of Special Ed. (Replacement)
District Wide
LME, Class 58, Step E, \$147,363.75
Funding: Special Education
Effective: July 1, 2020

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

CERTIFICATED

Science (Replacement)
Art Freiler School
"B" Class VI, Step 22, \$103,213.00
Fund: General Fund

2nd Grade (Replacement)
North School
"B" Class V, Step 11, \$81,663.00
Fund: General Fund

Music (Replacement)
Art Freiler School
"A" Class I, Step 1, \$52,219.000
Funding: General Fund

BACKGROUND:

Jimenez, Laura

CLASSIFIED

Utility Person III (Replacement)
MOT/Jacobson
Range 38, Step A - \$21.53 per hour + ND
8 hours per day
Funding: General Fund – 50% and Home to
School Transportation – 50%

Pease II, Gregory

Utility Person II (Replacement)
North Elementary School
Range 35, Step C - \$22.06 per hour + ND
8 hours per day
Funding: General Fund and Ongoing and
Major Maintenance

Thompson, Michael

Utility Person II (Replacement)
Jacobson Elementary School
Range 35, Step A - \$20.10 per hour
8 hours per day
Funding: General Fund

RECOMMENDATION: Approve Classified, Certificated and/or Management
Employment

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 6, 2020
SUBJ: **Approve the Classified and Certificated Calendar Listings for the 2020-21 School Year**

BACKGROUND: The attached calendars for 2020-21 school year have been prepared by the administration based on the instructional calendar and the required CSEA holidays per the collective bargaining agreement.

RECOMMENDATION: Approve the Classified and Certificated Calendar Listings for the 2020-21 School Year.

Prepared by: Tamara Ferrario, Director of Human Resources and Employee Relations.

TUSD - CERTIFICATED CALENDAR FOR 2020-21

Traditional FIRST YEAR Teachers: Contract year starts 8/4/2020 (TTIP 7/27; 7/28, 7/29, 7/30, 8/3 & 8/4/20)

Traditional SECOND YEAR AND BEYOND Teachers: Contract year starts Thursday 8/7/20

School Starts for STUDENTS on Tuesday, August 11, 2020

Month	Dates	Instr Days	Work Days Yr 1	Work Days 2nd year >	TTIP Extra Pay	Buy Back Days	Miscellaneous Information
Jul	27-31	0	0	0	4		TTIP Yr 1 Tchrs -July 27th - July 30th
Aug	3-7	0	3	1		1*	TTIP Yr 1 Tchrs- July 30th Contract Day, Aug 3 Contract Day, Aug 4th Site Contract Day - Yr 1 Tchrs; Aug 6th BBD; Required ALL Teachers - Fri, Aug 7th Dist Staff Dev Day; Mon, Aug 10th Site Based Planning/Prep; Wed., Aug 5th, Voluntary Classroom Prep Day (Optional. May be utilized as follows: one full day or two half days. This time can only be utilized on the two designated dates, Aug 5, 2020 and/or June 1, 2021.
Aug	10-14	4	5	5			Mon., Aug 10th Site Based Planning/Prep; Tue, Aug 11 - 1st Day of Classes
Aug	17-21	5	5	5			
Aug	24-28	5	5	5			
Aug-Sept	31-4	5	5	5			
Sept	7-11	4	4	4			Mon, Sept 7th, Labor Day
Sept	14-18	5	5	5			
Sept	21-25	5	5	5			
Sept-Oct	28-2	5	5	5			
Oct	5-9	5	5	5			
Oct	12-16	5	5	5			Fri, Oct 16th - Min Day K-12; 48 Days in 1st Quarter & end of 1st Trimester - 48 days
Oct	19-23	5	5	5			
Oct	26-30	4	5	5			Mon. Oct 26th Parent Conferences, Min Day Oct 28th-Oct 30th, K-5, K-8, 6-8
Nov	2-6	5	5	5			
Nov	9-13	5	5	5			
Nov	16-20	4	4	4			Wed., Nov 11th Veteran's Day
Nov	23-27	0	0	0			Mon-Wed, Nov 23rd-27th, Board Designated Non work days - Th-Fri, Nov 26th-27th Thanksgiving Break
Nov-Dec	30-4	5	5	5			
Dec	7-11	5	5	5			
Dec	14-18	5	5	5			38 Days in 2nd Qtr; 1st Sem = 86 days; Min Day Dec 16th-17th, 9-12; Min Day Dec 18th, 6-12; Winter Break starts Dec 21st
Dec	21-25	0	0	0			Winter Break Dec 21st thru Jan 1st
Dec-Jan	28-1	0	0	0			Winter Break Dec 21st thru Jan 1st
Jan	4-8	5	5	5			
Jan	11-15	5	5	5			
Jan	18-22	4	4	4			Mon, Jan 18th - ML King's Day
Jan	25-29	4	4	4		1*	Fri., Jan 29th BBD
Feb	1-5	5	5	5			
Feb	8-12	4	4	4			Mon, Feb 8th - Lincoln's Day; Feb 12th End of 2nd Trimester, 65 Days; Fri, Feb 12th, Min Day K-5 & K-8
Feb	15-19	4	4	4			Mon, Feb 15th - President's Day
Feb	22-26	5	5	5			
Mar	1-5	4	4	4			Fri., Mar 5th, Board Designated Non-workday (no students or 10 mon. employees)
Mar	8-12	5	5	5			45 Days in 3rd Quarter; Fri, Mar 12th, Min Day 6-12
Mar	15-19	5	5	5			
Mar	22-26	5	5	5			
Mar-Apr	29-2	4	4	4			Fri, Apr 2nd - Board designated non-work day
Apr	5-9	0	0	0			Spring Break Apr 5th-Apr 9th
Apr	12-16	5	5	5			
Apr	19-23	5	5	5			
Apr	26-30	5	5	5			
May	3-7	5	5	5			Mon, May 3rd - Awards Recognition - 2 pm
May	10-14	5	5	5			Fri, May 21st, Min Day K-5, K-8 & 6-8
May	17-21	5	5	5			Fri, May 21st, Min Day K-5, K-8 & 6-8
May	24-28	5	5	5			May 25th-27th, Min Day 9-12; Fri, May 28th, Last Day of School, Min Day K-12; 49 days in 4 th Qtr; 94 days in 2nd Sem; 67 days in 3rd Tri.
May-Jun	31-4	0	0	0			Tues, June 1st, Voluntary Classroom Prep Day (Optional. May be utilized as follows: one Full day or two half days) This time can only be utilized on the two designated dates, Aug. 5, 2020 and/or May 26, 2021.

Instructional Days: 180 days; Work Days: 185+4 (1st Year Teachers) & 183 (2nd Year & Beyond Teachers)

Adopted by TUSD Board of Trustees:

180 185 183

Tracy Unified School District
Classified Calendar for 2020-21
DRAFT

Month	Dates	Work Days 12-Mo	Work Days 10-Mo	Holidays
July	1-3	2	0	Fri, July 3rd - Independence Day
July	6-10	5	0	
July	13-17	5	0	
July	20-24	5	0	
July	27-31	5	0	
Aug	3-7	5	0	
Aug	10-14	5	5	Mon, Aug. 10 - 1st day for 10-month staff. Tues, Aug 11th - 1st Day of School
Aug	17-21	5	5	
Aug	24-28	5	5	
Aug - Sept	31-4	5	5	
Sept	7-11	4	4	Mon, Sept 7th - Labor Day
Sept	14-18	5	5	
Sept	21-25	5	5	
Sept - Oct	28-2	5	5	
Oct	5-9	5	5	
Oct	12-16	5	5	
Oct	19-23	5	5	
Oct	26-30	5	4	Mon, Oct 26th- Non work day for 10 mo. Employees (no pay)
Nov	2-6	5	5	
Nov	9-13	4	4	Wed, Nov 11th - Vet. Day
Nov	16-20	5	5	
Nov	23-27	3	0	Nov 23rd- 27th, Non Work Day for 10-mo. Employees (no pay) Th-Fri, Nov 26th-27th Thanksgiving Break
Nov - Dec	30-4	5	5	
Dec	7-11	5	5	
Dec	14-18	5	5	
Dec	21-25	3	0	Dec. 24th-25th Winter Holiday; Winter Break Dec. 21st - Jan 3rd for 10-mo. Employees
Dec - Jan	28-1	3	0	Thur, Dec 31 Board Designated non-work day/no pay day for 12 mo. Employees; Fri, Jan 1st New Year's Day Holiday
Jan	4-8	5	5	
Jan	11-15	5	5	
Jan	18-22	4	4	Mon, Jan 18th, ML King's Day;
Jan	25-29	5	4	Fri, Jan 29th - Non Work Day for 10-mo. Employees (no pay)
Feb	1-5	5	5	
Feb	8-12	4	4	Mon, Feb 8th - Lincoln's Day
Feb	15-19	4	4	Mon, Feb 15th - President's Day
Feb	22-26	5	5	
Mar	1-5	5	4	Fri, March 5th- Non Work Day for 10 mo. Employees only (no pay)
Mar	8-12	5	5	
Mar	15-19	5	5	
Mar	22-26	5	5	
Mar - Apr	29-2	4	4	Fri, April 2nd Spring Recess Day
Apr	5-9	4	0	Mon, April 5th Spring Recess Day; Spring Break, April 2nd - April 9th - 10 mo. Employees (no pay)
Apr	12-16	5	5	
Apr	19-23	5	5	
Apr	26-30	5	5	
May	3-7	5	5	Mon, May 3rd- Awards Recognition - 2 pm
May	10-14	5	5	
May	17-21	5	5	
May	24-28	5	5	Fri, May 28th Last Day of School
May - June	31-4	4	0	Mon, May 31st Memorial Day
June	7-11	5	0	
June	14-18	5	0	
June	21-25	5	0	
June	28-30	3	0	
31				
Total work days:		246	181	TOTAL Work Days 246 (12-mo); 181 Work Days (10-mo)



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 7, 2020
SUBJECT: **Approve Resolution #19-25 Authorizing Agents to Provide to the Governor's Office of Emergency Services for All Matters Pertaining to Such State Disaster Assistance the Assurances and Agreements Required**

BACKGROUND: In accordance with section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, eligible emergency protective measures taken by school districts to respond to the COVID-19 emergency at the direction or guidance of public health officials may be reimbursed under Category B of FEMA's Public Assistance Program. FEMA may provide assistance for emergency protective measures that include: training, disinfection, technical assistance, medical sheltering, purchase and distribution of food, water, ice, medicine, and other consumable supplies, and more.

RATIONALE: To be eligible to participate in the program, Tracy Unified School District was required to complete an application by April 17, 2020, and to obtain approval of Resolution 19-xx.

FUNDING: Approval of Resolution 19-25 makes Tracy Unified School District eligible to apply for disaster relief and emergency assistance, if applicable.

RECOMMENDATION: Approve Resolution #19-25 Authorizing Agents to Provide to the Governor's Office of Emergency Services for All Matters Pertaining to Such State Disaster Assistance the Assurances and Agreements Required.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 19-25**

**Authorizing Agents to Provide to the Governor's Office of Emergency Services for
All Matters Pertaining to Such State Disaster Assistance the Assurances and
Agreements Required**

WHEREAS, section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, eligible emergency protective measures taken by school districts to respond to the COVID-19 emergency at the direction or guidance of public health officials may be reimbursed under Category B of FEMA's Public Assistance Program; and

WHEREAS, FEMA may provide assistance for emergency protective measures that include: training, disinfection, technical assistance, medical sheltering, purchase and distribution of food, water, ice, medicine, and other consumable supplies, and more; and

WHEREAS, Tracy Unified School District may become eligible for funding after the application deadline; and

WHEREAS, to be eligible, the Tracy Unified School District Governing Board must authorize application to said program by resolution and designate an authorized agent to execute for and on behalf of the district;

NOW, THEREFORE, BE IT RESOLVED that the Associate Superintendent for Business Services, or the Director of Financial Services, or the Director of Maintenance, Operations and Transportation, or the Director of Facilities and Planning are hereby authorized to execute for and on behalf of the Tracy Unified School District, a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

That the Tracy Unified School District, a public entity established under the laws of the State of California, hereby authorizes its agents to provide to the Governor's Office of Emergency Services for all matters pertaining to such disaster assistance the assurances and agreements required.

This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

PASSED AND ADOPTED this 28th day of April 2020, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District

CERTIFICATION

I, Dr. Brian Stephens, duly appointed and Superintendent of the Tracy Unified School District, do hereby certify that the above is a true and correct copy of a Resolution passed and approved by the Board of Trustees of the Tracy Unified School District on the 28th day of April, 2020.

Superintendent
Tracy Unified School District

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Board of Trustees OF THE Tracy Unified School District
(Governing Body) (Name of Applicant)

THAT Associate Superintendent for Business Services, OR
(Title of Authorized Agent)
Director of Financial Services, OR
(Title of Authorized Agent)
Director of Maintenance, Operations and Transportation
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Tracy Unified School District, a public entity
(Name of Applicant)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the Tracy Unified School District, a public entity established under the laws of the State of California,
(Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- ☒ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 28th day of April, 2020

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)
Tracy Unified School District, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the Board of Trustees of the Tracy Unified School District
(Governing Body) (Name of Applicant)

on the 28th day of April, 2020.

(Signature)

(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.
Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.
Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.
Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification."



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: April 28, 2020
SUBJECT: Adopt Resolution No. 19-26 Making Findings on Energy Savings and Determining other Matters in Connection with Energy Service Agreements

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).

FUNDING: No funding implications.

RECOMMENDATIONS: Adopt Resolution No. 19-26 Making Findings on Energy Savings and Determining other Matters in Connection with Energy Service Agreements.

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



TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 19-26
Making Findings on Energy Savings and Determining other Matters in
Connection with Energy Service Agreements

WHEREAS, it is the policy of the State of California and the intent of the State Legislature to promote all feasible means of energy conservation and all feasible uses of alternative energy supply sources; and

WHEREAS, Tracy Unified School District (“District”) desires to reduce the rising costs of meeting the energy needs at its facilities; and

WHEREAS, the District proposes to enter into power purchase agreements (“Power Purchase Agreements”) and related contract documents with ForeFront Power, LLC (“Supplier”) for solar and energy storage facilities at the District’s real property sites, pursuant to which Power Purchase Agreements Supplier will design, construct, and install on District property solar photovoltaic and energy storage facilities and arrange with the local utility for interconnection of the facilities, which will generate energy for the sites on which such facilities are located and the capacity for energy storage;

WHEREAS, the Power Purchase Agreements and related contract documents include the following District sites:

- (1) Louis Bohn Elementary School, 350 E. Mt. Diablo Avenue, Tracy, CA 95376
- (2) Central Elementary School, 200 W. Eaton Ave., Tracy, CA 95376
- (3) Art Freiler School, 2421 W. Lowell Avenue, Tracy, CA 95377
- (4) Wanda Hirsch Elementary School, 1280 Dove Drive, Tracy, CA 95376
- (5) Melville Jacobson Elementary School, 1750 W. Kavanagh Avenue, Tracy, CA 95376
- (6) George Kelly Elementary School, 535 Mabel Josephine Drive, Tracy, CA 95377
- (7) McKinley Elementary School, 800 Carlton Way, Tracy, CA 95376
- (8) Monte Vista Middle School, 751 W Lowell Avenue, Tracy, CA 95376
- (9) North Elementary School, 2875 Holly Drive, Tracy, CA 95376
- (10) Poet Christian Elementary School, 1701 S. Central Avenue, Tracy, CA 95376
- (11) South/West Park Elementary School, 501 Mt. Oso Avenue, Tracy, CA 95376
- (12) George & Evelyn Stein Continuation School, 650 W 10th Street, Tracy, CA 95376
- (13) Tracy High School, 315 E 11th Street, Tracy, CA 95376
- (14) Louis Villalovoz Elementary School, 1550 Cypress Drive, Tracy, CA 95376;

WHEREAS, Supplier has provided the District with analysis showing the financial and other benefits of entering into the Power Purchase Agreements, which analysis is attached hereto as Exhibit A and made part hereof by this reference; and

WHEREAS, Exhibit A includes data showing that the anticipated cost to the District for the electrical energy provided by the solar photovoltaic facilities will be less than the anticipated cost to the District of electrical energy that would have been consumed by the District in the absence of such measures; and

WHEREAS, Supplier was the selected vendor for School Project for Utility Rate Reduction's ("SPURR") Renewable Energy Aggregated Procurement ("REAP") Program, a competitive statewide solar request for proposals ("RFP") process, and the District adopts the REAP Program's competitive process as its own.

WHEREAS, the District proposes to enter into the Power Purchase Agreements and related contract documents, each in substantially the form presented at this meeting, subject to such changes, insertions or omissions as the Superintendent reasonably deems necessary following the Board's adoption of this Resolution; and

WHEREAS, pursuant to Government Code section 4217.12, this Board held a public hearing, public notice of which was given two weeks (10 days) in advance, to receive public comment; and

WHEREAS, the Power Purchase Agreements are in the best interests of the District; and

WHEREAS, the District's proposed approval of the Power Purchase Agreements is a "Project" for purposes of the California Environmental Quality Act ("CEQA"); and

WHEREAS, the Guidelines for CEQA, California Code of Regulations Title 14, Chapter 13 ("State CEQA Guidelines"), exempt certain projects from further CEQA evaluation, including the following: (1) projects consisting of the new construction or conversion of small structures ("Class 3 Exemption"; Cal. Code Regs., tit. 14, § 15303); (2) projects consisting of the construction or placement of minor accessory structures to existing facilities ("Class 11 Exemption"; Cal. Code Regs., tit. 14, § 15311); and (3) projects consisting of minor additions to existing schools ("Class 14 Exemption"; Cal. Code Regs., tit. 14, § 15314), and the Project is categorically exempt under one or more of such exemptions; and

WHEREAS, the Project does not involve any of the following and so is eligible for a categorical exemption as described above under State CEQA Guidelines section 15300.2:

- (a) the cumulative impact of successive projects of the same type in the same place, which over time are significant;
- (b) an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances;
- (c) a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway;
- (d) a hazardous waste site which is included on any list compiled pursuant to Section 65962.5 of the Government Code; and

- (e) a project which may cause a substantial adverse change in the significance of a historical resource; and

WHEREAS, Public Resources Code, section 21080.35 (added by Stats.2011, c. 469 (S.B.226), § 3), statutorily exempts from CEQA evaluation the installation of a solar energy system, including associated equipment, on the roof of an existing building or at an existing parking lot; and

NOW, THEREFORE, based upon the above-referenced recitals, the Board hereby finds, determines and orders as follows:

1. The terms of the Power Purchase Agreements and related agreements are in the best interests of the District.

2. In accordance with Government Code section 4217.12, and based on data provided by Exhibit A, the Board finds that the anticipated cost to the District for electrical energy provided by the Power Purchase Agreements will be less than the anticipated cost to the District of electrical energy that would have been consumed by the District in the absence of the Power Purchase Agreements.

3. The Board hereby approves the Power Purchase Agreements in accordance with Government Code section 4217.12.

4. The District's Superintendent is hereby authorized and directed to negotiate any further changes, insertions and omissions to the Power Purchase Agreements as reasonably deemed necessary, and thereafter to execute and deliver the Power Purchase Agreements following the Board's adoption of this Resolution. The District's Superintendent is further authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and said agreements.

5. The Project hereby found to be exempt from the requirements of CEQA pursuant to the Class 3, Class 11 and Class 14 Exemptions, as described above.

6. The Project is hereby found to be exempt from the requirements of CEQA pursuant to Public Resources Code, section 21080.35 (added by Stats.2011, c. 469 (S.B.226), § 3), as described above.

7. District staff are hereby authorized to file and process a Notice of CEQA Exemption for the Project in accordance with CEQA and the State CEQA Guidelines, and the findings set forth in this resolution.

PASSED AND ADOPTED this 28th day of April 2020, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District

Tracy USD Pricing & Savings

Site	System Size	Y1 Production (kWh)	% Energy Offset	Current Bill	Year 1 Savings	Year 1 Savings (%)	20 Year Savings
Bohn Elementary	109	176,227	96%	\$46,435	\$10,659	23%	\$289,520
Central Elementary	130	199,263	72%	\$75,424	\$17,017	23%	\$756,408
Freder School	274	419,300	92%	\$108,625	\$16,529	15%	\$765,778
Hirsch Elementary	137	208,604	90%	\$60,934	\$12,277	20%	\$445,848
Jacobson Elementary	178	280,371	91%	\$78,974	\$13,768	17%	\$539,056
Kelly Elementary	267	439,148	89%	\$125,314	\$20,167	16%	\$864,967
McKinley Elementary	137	207,589	89%	\$60,375	\$9,090	15%	\$384,620
Monte Vista Middle	267	433,203	88%	\$120,066	\$16,679	14%	\$749,614
North Elementary	205	313,705	78%	\$100,751	\$20,507	20%	\$799,300
Poet-Christan Elementary	137	207,906	80%	\$69,774	\$21,733	31%	\$785,832
South West Park Elementary	260	405,635	89%	\$121,601	\$14,093	12%	\$637,514
Stein Continuation	226	354,158	92%	\$81,251	\$10,033	12%	\$460,157
Tracy High	575	886,264	90%	\$240,511	\$69,962	29%	\$3,177,284
Williamoz Elementary	164	260,578	90%	\$66,215	\$9,210	14%	\$404,245
Total	3,085	4,804,201	88%	\$1,356,271	\$261,723	19%	\$11,040,143

PPA Cumulative Savings



Assumes 2.7% Annual Utility Energy Rate Increase, 5.0% Utility Demand Rate Increase



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: April 28, 2020
SUBJECT: Adopt Resolution No. 19-27 Supporting Intent to Award and Contract of Lease-Leaseback Agreement for the North Modernization Project

BACKGROUND: The District desires to award the North Modernization Project as a Lease-Leaseback (LLB) agreement; and, the “Best Value Methodology” is mandatory when awarding LLB projects. Accordingly, on February 28, 2017, the Board of Education adopted Resolution No. 16-20, procedures and guidelines based upon a “Best Value Methodology” for evaluating the qualifications of proposers to ensure that the best value selections by the District are conducted in a fair and impartial manner pursuant to Education Code section 17406.

District staff incorporated the “Best Value Methodology” in its request for qualifications (RFQ 2019/20-06) for the North Modernization Project, first advertised on December 14, 2019. There were five qualified responses to the RFQ/P 2019/20-06 which were received on January 9, 2020. A selection committee reviewed all five (5) responses to TUSD’s advertised RFQ/P and five (5) candidates were selected to be included in the interview process. The interview panel consisting of: J. Costa, Board Member, J. Silcox, Board Member, K. Arwood, Rainforth Grau Architects, O. Delgadillo, RGM Kramer & Associates, C. Goodall, Associate Superintendent for Business, R. Pecot, Director of Student Services and J. Quintana, Director of Facilities, promoted all five (5) candidates on January 31, 2020 to be included in a Pool of Lease-Leaseback Contractors. A request for proposal was issued thereafter to three (3) of the five (5) possible candidates using the TUSD “Best Value Methodology”. The proposals were received on April 2, 2020 and were evaluated by; K. Arwood, Rainforth Grau Architects, O. Delgadillo, RGM Kramer & Associates and J. Quintana, Director of Facilities on April 9, 2020.

RATIONALE: The plans and specifications for the North Modernization Project have received approval by Division of State Architect. The District desires to award the project as a LLB agreement; to Landmark Construction (Landmark Modernization Contractors) as the highest ranked respondent according to the adopted “Best Value Methodology” for the project. Education Code section 17406 provides that the Governing Board shall issue a written decision supporting the intent to award and contract and stating in detail the basis of the award. Therefore, the attached resolution sets forth the necessary terms for awarding the LLB agreement to Landmark Construction and details the basis of the award.

Once the LLB agreements are complete and final, Landmark Construction will move forward with the process of entering into sub-contractor contracts at which time a final construction schedule will be requested and a Notice to Proceed will be issued.

FUNDING: Measure B Bond Funds and State School Facilities Funding.

RECOMMENDATIONS: Adopt Resolution No. 19-27 Supporting Intent to Award and Contract of Lease-Leaseback Agreement for the North Modernization Project.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 19-27**

**Resolution of the Board of Trustees of the Tracy Unified School District
Resolution Supporting Award of Lease-Leaseback Agreement**

WHEREAS, the Tracy Unified School District (“District”) is currently undertaking a project known as at the North Modernization (“Project”); and

WHEREAS, on February 28, 2017 the District’s Board of Education (“Board”) adopted Resolution No. 16-20, adopted and published required procedures and guidelines (“Best Value Methodology”) for evaluating the qualifications of proposers that ensure the best value selections by the District are conducted in a fair and impartial manner pursuant to Education Code section 17406; and

WHEREAS, the District incorporated the Best Value Methodology in a Request for Qualifications and Proposals, which was advertised once a week for two weeks, commencing on December 14, 2019; with subsequent advertising in Valley Builders Exchanges (Builders Exchange-Stockton, Builders Exchange-Central Valley, Builders Exchange-Merced & Mariposa) .

WHEREAS, attached hereto as **Exhibit “A”** to this Resolution are the copies of the Proof of Publications; and

WHEREAS, District staff, in conjunction with District consultants, have reviewed proposals for the Project submitted in response to the Request for Proposals issued in accordance with the adopted Best Value Methodology and taking into consideration the proposers’ demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, after consideration of all the proposals, the Board hereby supports the intent to award the Site Lease and Facilities Lease (“Lease-Leaseback Agreements”) to Landmark Construction, who was the highest ranked respondent according to the adopted Best Value Methodology, for the Project; and

WHEREAS, Landmark Construction has been prequalified pursuant to Public Contract Code section 20111.6; and

WHEREAS, Education Code section 17406 provides that the school district governing board shall issue a written decision supporting its contract award and stating in detail the basis of the award; and

WHEREAS, the Board supports the award of the Lease-Leaseback Agreements to Landmark Construction, Inc. for the Project.

NOW THEREFORE, the Tracy Unified School District Board of Education hereby resolves, determines, and finds the following:

Section 1. That the foregoing recitals and the findings are true.

Section 2. That the District complied with the procedure set forth in Education Code section 17406, the Best Value Methodology adopted by the District and the Request for Qualifications and Proposals issued by the District.

Section 3. That Landmark Construction , provided the best value to the District, taking into consideration the proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.

Section 4. That based on the foregoing, it is in the best interest of the District to award the Lease-Leaseback Agreements to Landmark Construction for the Project.

Section 5. That the Superintendent and his designees are authorized pursuant to this Resolution to take any and all actions that are necessary to carry out, give effect to and comply with the terms and intent of this Resolution.

PASSED AND ADOPTED by the Tracy Unified School District Board of Education, this 28th day of April 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: March 17, 2020
SUBJECT: Approve Fieldwork Agreement with Western Governors University

BACKGROUND: Tracy Unified School District currently employs interns through a number of colleges and universities. This has aided the District in increasing the number of candidates that are available for administrative positions within the district. A contract between Western Governors University and Tracy Unified School District will expand options for meeting staffing needs. This Agreement will be effective from the date of the last signature on the agreement for a period of three years.

RATIONALE: By approving this agreement, the District will expand its pool of applicants for Administrative positions. This agenda item meets 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: There is no cost to the District.

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

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



Western Governors University

4001 South 700 East, Suite 700, SLC, UT 84107

STUDENT TEACHING LETTER OF AGREEMENT - CALIFORNIA

Tier 1: Primary Partner

This Student Teaching Letter of Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (WGU), and Tracy Unified School District ("District"), and is effective as of the date of the last signature below ("Effective Date").

Thank you for working with Western Governors University (WGU) for the placement of student teachers. Our goal is to establish a relationship of collaboration that benefits your district/school and WGU Teacher Candidates, and that allows us to work together for continuous improvement. We look forward to working together for the benefit of your future educators.

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU), and the WGU Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP). WGU represents that each Teacher Candidate assigned to the District for Student Teaching is validly enrolled in an approved WGU credentialing program and meets the District's background requirements.

A. Mutual Expectations

A Primary Partner is a district/school where WGU places Teacher Candidates for a Field Experience with Cooperating Teachers, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Teacher Candidates, and to share accountability for Teacher Candidate outcomes. The school administrator and Cooperating Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each cohort and may receive an invitation to participate in an annual focus group.

B. Definitions

For the purposes of this Agreement, capitalized terms will have the following meanings:

- Teacher Candidate refers to a student enrolled in a WGU program leading to an education credential.
- Cooperating Teacher (or host teacher) refers to a district employee who is the teacher-of-record in the classroom where the Teacher Candidate is assigned. A Cooperating Teacher may or may not be a Clinical Supervisor.
- Clinical Supervisor refers to a present or former employee of District, retired educator, or any other individual meeting the criteria of "supervisor" established by WGU for this position, and engaged by WGU or District, to supervise a Teacher Candidate's progress during a minimum of six observations. WGU shall be responsible for the selection, assignment, training, and compensation of Clinical Supervisors. WGU welcomes nominations of Clinical Supervisors by the District/school.
- Preclinical Experience refers to the active participation by a Teacher Candidate in a wide range of in-classroom experiences in order to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching. Students reflect on and document at least 75 hours of in-classroom observations (15 hours of which must involve direct engagement with students in a classroom) leading up to Student Teaching.
- Student Teaching (or demonstration teaching) refers to the greater of the then-current WGU full-time and continuous requirement in California (currently 13 weeks, or 16 weeks for special education) or the State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all applicable WGU and State requirements.
- Field Experience refers collectively to the Preclinical Experience and Student Teaching.

C. Cooperating Teacher Standards

District, with the input of WGU, will provide the Teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Cooperating Teacher that meets the following minimum requirements:

- Has documented completion of training/professional development equivalent to 10 hours that includes: a two-hour orientation to the program curriculum, and eight hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, as required by the California Commission on Teacher Credentialing (CTC);
- Holds a clear credential in the content area in which the Cooperating Teacher is providing supervision;
- Has a minimum of three years of teaching experience (five years preferred) of content area K-12 teaching experience, with two or more years teaching in the current school, and has demonstrated exemplary teaching practices as determined by the employer and the preparation program;
- Demonstrates a positive impact on student learning in the classroom;
- Demonstrates ability to serve as a positive role model and mentor;
- Demonstrates actions related to leadership qualities and collaborating with others;
- Has successfully and with positive impact mentored teacher candidates, colleagues, and/or adults;
- Uses a computer to correspond with WGU staff and complete online evaluation forms; and
- Models consistently the dispositions and ethical considerations expected of WGU Teacher Candidates:
 - caring and considerate
 - affirming of diversity and cross-culturally competent
 - a reflective practitioner
 - equitable and fair
 - committed to the belief that all students can learn
 - collaborative
 - technologically proficient
 - professional in leadership

D. WGU Responsibilities

WGU will:

- Select qualified Teacher Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in Field Experiences.
- Pay an honorarium per Teacher Candidate, either directly to the Cooperating Teacher or to the District, for the Cooperating Teacher's services. The Cooperating Teacher may also receive professional development hours connected to the successful completion of WGU Cooperating Teacher training.
- Require Teacher Candidates to: (i) complete a background check acceptable to District, and (ii) have a current Tuberculosis (TB) Risk Assessment and/or examination. Upon request, Teacher Candidates will be required to provide documentation to District prior to participating in Field Experience activities.
- Provide opportunities for feedback regarding improvement of WGU Teacher Candidate preparation.

- Provide professional development training to Cooperating Teachers regarding WGU processes and procedures.
- Maintain an online site for support, resources, and training for Cooperating Teachers.
- Facilitate a Cohort Seminar in which Teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.

E. District Responsibilities

District, or school administrator, will:

- Nominate one or more qualified Cooperating Teacher(s) by providing a completed copy of the Student Teacher Acceptance Form to the WGU Field Placement Team.
- Allow the Clinical Supervisor access to the host school and classroom for the specific purpose of observing Teacher Candidates. Clinical supervision may include an in-person site visit, video capture, or synchronous video observation.
- Provide Teacher Candidates with any District policies and procedures to which they are expected to adhere to during the Field Experience and while on District premises.
- Through the involvement of the Cooperating Teacher, participate with the Clinical Supervisor and Teacher Candidates in two evaluations: one mid-way through Student Teaching, and a Final Evaluation at the end of Student Teaching. WGU shall be responsible for the format of the evaluations.
- Provide Teacher Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Field Experience.
- Provide, when possible, opportunities for Teacher Candidates to use technology to enhance student learning and monitor student progress and growth.
- Provide, when possible, opportunities for Teacher Candidates to experience working with diverse student populations including English Language Learners and Students with Exceptional Learning Needs.
- Require Cooperating Teachers to complete and document training/professional development equivalent to 10 hours that includes: a two-hour orientation to the program curriculum, and eight hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, as required by the California CTC.
- Encourage Cooperating Teachers to participate annually in WGU's Evaluation Form Calibration.
- Encourage administrators and Cooperating Teachers to participate in WGU's Feedback Surveys (offered at the end of the Spring and Fall Cohorts) to report on Teacher Candidate quality and preparation and to provide program feedback to WGU for continuous improvement.

F. Additional Terms

- **Term.** This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement; provided, however, that all Teacher Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching.
- **Points of Contact.** Each party shall designate a point of contact between the parties for communication and coordination of Student Teaching. Contact information is set forth following the signature block.
- **Education Records.**
 - District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, WGU hereby designates District as a "school official" with a legitimate educational interest in such records.

- WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Teacher Candidates or WGU employees access to individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.
- **Video Recordings.** During Student Teaching, Teacher Candidates may be required to submit video recordings of their classroom teaching performance (recordings). Such recordings are designed to assist Teacher Candidates in improving their instruction and allow WGU to evaluate Teacher Candidate performance. Although student images may appear in the recordings, the primary focus is on the instruction and not the students or other adults in the classroom. The recordings will not be made public and will be uploaded to a secure site to be scored by WGU evaluators. WGU will instruct Teacher Candidates: (i) on appropriate protocol to submit recordings for evaluation; (ii) that no part of the recordings should be used for any personal or professional purposes outside of performance evaluation; and (iii) that recordings be destroyed once the evaluation is completed. District understands that Teacher Candidates are not employees or agents of WGU and that any further precautions regarding the privacy of District's students should be agreed directly between the District and Teacher Candidates.
- **Right to Accept or Terminate a Placement.** District may refuse to accept for placement, or may terminate the placement, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify WGU in writing and shall state the reasons for such decision.
- **WGU Insurance.** WGU warrants and represents that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District's request, shall provide a certificate of insurance as evidence of coverage. WGU shall maintain, at its sole expense, workers' compensation insurance as required by law. WGU will provide insurance documentation for their Student Teachers as specified in Exhibit 1.
- **Professional Liability Insurance.** Teacher Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Field Experience with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- **Status of Parties.** Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
- **Non-Discrimination.** Both parties agree to fully comply with all applicable non-discrimination laws of District's state and municipality, and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, Vietnam-era veteran status, or any other basis protected by law.
- **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification shall be valid unless in writing and signed by both parties. No Teacher Candidate or other third party shall be a beneficiary of or have any right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WGU

By: Stacey Ludwig Johnson

Title: VP, Academic Operations

Point of Contact:

Email: fieldplacement@wgu.edu

Phone: 866-889-0132 (Option 1)

For legal notices:

General Counsel

Western Governors University

4001 South 700 East, Suite 700

Salt Lake City, UT 84107-2533

DISTRICT

By: _____

Title: _____

Date: _____

Point of Contact:

Email:

Phone:

For legal notices:



Exhibit 1
1875 W. Lowell Avenue
Tracy, CA 95376
Phone (209) 830-3230
Fax (209) 830-3269

The following is required for all university agreements:

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
 - a. List the "Certificate Holder" as follows:
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
 - b. Comprehensive General Liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate is required. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Risk Management Department).
 - c. Proof of Workers Compensation for university employees who will be on district's school sites to observe their students. (waiver of subrogation to be part of this coverage)
 - d. Proof of Professional Liability Insurance, with coverage for Sexual Molestation Coverage with endorsement.
2. An **Additional Insured Endorsement** (Form Number CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization or its direct equivalent) **must** accompany the Certificate of Liability Insurance. Please note the following:
 - a. List the "Additional Insured" as follows:
Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insured with the respects to Liability.
 - b. The coverage shall be primary and non-contributory, with respect to general liability and waiver of subrogation for workers compensation (if applicable).
 - c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.