

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**  
**MAY 12, 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: 6:45 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 May 12th between 5:00 and 6:00 p.m. to place your comment.

**A G E N D A**

- |   |         |
|---|---------|
| <b>1. Call to Order</b>   | Pg. No. |
| <b>2. Roll Call – Establish Quorum</b><br>Board: S. Abercrombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, J. Silcox, L. Souza<br>Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry                                |         |
| <b>3. Closed Session:</b> Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. |         |
| <b>3.1 Administrative &amp; Business Services:</b> None.  |         |
| <b>3.2 Educational Services:</b> None.  |         |
| <b>3.3 Human Resources:</b>   |         |
| <b>3.3.1</b> Consider Public Employee/Employment/Discipline/Dismissal/Release<br><b>Action:</b> Motion ; Second ; <b>Vote:</b> Yes ; No ; Absent ; Abstain  |         |
| <b>3.3.2</b> Conference with Labor Negotiator<br>Agency Negotiator: Tammy Jalique<br>Associate Superintendent of Human Resources<br>Employee Organization: CSEA, TEA  |         |

4. **Adjourn to Open Session**
5. **Call to Order and Pledge of Allegiance**
6. **Closed Session Issues:** None.
7. **Approve Regular Minutes of April 28, 2020.** 1-4  
**Action:** Motion \_\_\_ ; Second \_\_\_ . **Vote:** Yes \_\_\_ ; No \_\_\_ ; Absent \_\_\_ ; Abstain \_\_\_
8. **Student Representative Reports:** None.
9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement: None.
10. **Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.
  - 10.1 **Administrative & Business Services:** None.
11. **Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent.
12. **PUBLIC HEARING:** None.
13. **Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.  
**Action:** Motion \_\_\_ ; Second \_\_\_ . **Vote:** Yes \_\_\_ ; No \_\_\_ ; Absent \_\_\_ ; Abstain \_\_\_ .  
**Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**
  - 13.1 **Administrative & Business Services:**
    - 13.1.1 Approve Accounts Payable Warrants (February-March, 2020) 5  
(Separate Cover Items)
    - 13.1.2 Ratify Routine Agreements, Expenditures and Notice of Completions 6-8  
Which Meet the Criteria for Placement on the Consent Agenda
    - 13.1.3 Accept the Generous Donations From the Various Individuals, 9-10  
Businesses, and School Site Parent Teacher Associations Listed Herein  
With Thanks and Appreciation From the Staff and Students of the  
Tracy Unified School District
    - 13.1.4 Approve Payroll Report (February-March, 2020) 11-19
    - 13.1.5 Approve Revolving Cash Fund Reports (February-March, 2020) 20-22
    - 13.1.6 Ratify Measure B Related Expenditures and Notice of Completions 23-24  
Which Meet the Criteria for Placement on the Consent Agenda
  - 13.2 **Educational Services:**
    - 13.2.1 Approve the District Summer School Programs for 2020 25-26
    - 13.2.2 Approve Agreement for Special Contract Services between Boys and 27-30  
Girls Clubs of Tracy and Central Elementary School for the 2020-2021  
School Year

- 13.2.3 Approve Memorandum of Understanding with San Joaquin County Office of Education for the Artist-in-Residence Program at Central School and Villalovoz School for the 2020-2021 School Year 31-34
- 13.2.4 Approve Agreement for Special Contract Services with Children's Book Author Lisa Caprelli at Bohn Elementary School, Jacobson Elementary School, and Central Elementary School, for January 20, 21, 22, 2021 35-38
- 13.2.5 Approve the Request to the California Department of Education to Authorize Art Freiler School as a School-wide Title I Program 39-40
- 13.2.6 Ratify Agreement for Special Contract Services with Jake Randall for Independent Educational Evaluation/Psycho-Educational Assessment 41-44
- 13.2.7 Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Additional Mental Health Services to Villalovoz Elementary School for the 2020/2021 School Year 45-49

**13.3 Human Resources:**

- 13.3.1 Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment 50-51
- 13.3.2 Approve Classified, Certificated, and/or Management Employment 52

**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 Tracy Unified School District Chemical Hygiene Plan 53-59  
**Action:** Motion ; Second . **Vote:** Yes ; No ; Absent ; Abstain
- 14.1.2 Adopt Resolution No. 19-28 Authorizing Temporary Loans between Funds for the 2020/21 School Year 60-61  
**Action:** Motion ; Second . **Vote:** Yes ; No ; Absent ; Abstain
- 14.1.3 Adopt Resolution #19-30 Specifications of the Election Order 62-63  
**Action:** Motion ; Second . **Vote:** Yes ; No ; Absent ; Abstain

**14.2 Educational Services:** None.

- 14.2.1 Approve Adoption of Instructional Materials for 11th Grade Expository Reading and Writing Course 64-65  
**Action:** Motion ; Second . **Vote:** Yes ; No ; Absent ; Abstain

**14.3 Human Resources:**

- 14.3.1 Approve Resolution 19-29, Authorizing Implementing Certificated Layoff for the 2020-2021 School Year 66-69  
**Action:** Motion ; Second . **Vote:** Yes ; No ; Absent ; Abstain
- 14.3.2 Adopt Resolution 19-31, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds 70-72  
**Action:** Motion ; Second . **Vote:** Yes ; No ; Absent ; Abstain
- 14.3.3 Approve Declaration for a Provisional Internship Permit 73-74  
**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 26, 2020

**17.2** June 9, 2020

**17.3** 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, April 28, 2020**

As per Executive Order N-29-20 from Governor Newsom, the Tracy Unified School District Board of Education meetings moved 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. (Public Comments were available by online submission).

- 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, S. Kaur, B. Pekari, J. Silcox, L. Souza  
Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall, B. Etcheverry
- 7:00 PM** 5. President Pekari called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Report Out of Action Taken on Consider Leave of Absence Requests for Certificated UC#1191, UC#1203, UC-1214; Pursuant to Article XX  
**Action:** Abercrombie, Souza. **Vote:** Yes-7; No-0.
- Minutes:** 7. **Approve Regular Minutes of March 24, 2020.**  
**Action:** Abercrombie, Kaur **Vote:** Yes-7; No-0
- Visitors:** None. Meeting was live streamed via Microsoft Teams.
- Student Rep Reports:** 8. None.
- Recognition & Presentations:** 9. None.
- Information & Discussion Items:** 10.1 **Administrative & Business Services:** None.  
10.2 **Educational Services:**  
10.2.1 Receive Report on Proposed Instructional Materials Adoption for 11<sup>th</sup> Grade Expository Reading and Writing Course  
  
Dr. Debra Schneider, Director of IMC, presented a power point which reviewed the requirements for this adoption. This course will reduce the number of students taking remedial language arts. This will only be taught at West High and she anticipates that Tracy and Kimball will want to add this course as well. The comment choose:

- 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*
- Play: *Zoot Suit*

The request to approve this adoption will be submitted for the May 12<sup>th</sup> board meeting and will be used at West High in the 2020-2021 school year.

## Hearing of Delegations

### 11. Comments were submitted online prior to the start of the board meeting:

Cari Edwards applauds the work of administration in midst of this crisis. She wants to explore equity issues and wants a report on the following groups: black, disabilities, foster. She also would like a clear plan on how educational services will be considered and monitored moving forward.

Jacqui Nott is the President of TEA a proud member of the TUSD community. She shared some messages from various teachers:

- Please pass on my love and appreciation for all of the extra behind the scenes work that everyone is doing, Jacqui included. I'm also appreciative of the communication from the district and the vulnerability to say that they don't have all the answers but that they keep seeking them.
- To the members of Cabinet, the School Board, and Jacqui- I am so appreciative of the time and effort that you are all putting in for our staff and students. While I cannot begin to imagine the additional workload this has placed on each of you, I am thankful to work in a district that cares and is thoughtful in their actions. No one could have ever planned for this, but everyone is showing up to do the best we can. Thank you for everything you continue to do our staff, students, and community. It is greatly appreciated.
- Every time I see or hear what is happening in so many other school districts, I think how thankful I am for TUSD. Thank you.
- I appreciate that Dr. Stephens tells us like it is and provides an impressive level of consistency that lets you know you're taken care of.
- Thank you for the Wednesday communication emails and for the balance of hard facts and inspiration.

- I don't see anything but best intentions and efforts from all parties. Thank you for especially keeping our students front and center of all decision making. Thank you for all you do!
- We appreciate all of you and couldn't imagine a finer group of people to work with.

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

- Consent Items:** 13. **Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**  
**Action:** Souza, Abercrombie. **Vote:** Yes-7; No-0.
- 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
- 13.1.2 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.3 Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District
- 13.1.4 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year
- 13.1.5 Approve Report on Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 75 (Separate Cover Item)
- 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
- 13.2.2 Approve Overnight Travel for West High Teachers and Administrators to Attend AVID Summer Institute in Seattle, Washington, July 19 – 22, 2020
- 13.3 **Human Resources:**
- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment
- 13.3.3 Approve the Classified and Certificated Calendar Listings for the 2020-21 School Year

- 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

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

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

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

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

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

**14.2 Educational Services:** None.

**14.3 Human Resources:**

**14.3.1** Approve Fieldwork Agreement with Western Governors University

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

**Board Reports:**

Trustee Silcox has a few comments to make. He feels that now is time to support and work with our leaders. Leadership is doing the best they can with the information available in this ever-changing situation. He acknowledged TEA's leadership and how well the staff has worked with district. He also recognized CSEA for their work in this challenge time. He urges CSEA leadership to work with the district. Their tactics and strategies are not helping members, it's hurting them. Now is the time to ask yourself how do we add value to the district, not a time to ask how do I get more out of the district. Thank goodness the district has been prudent with the budget. Just 3 months ago we were getting pressure about reserves. We have already been impacted financially. There will be a greater need to make cuts than we have recently experienced. He does not look forward to that, but it is our new reality. Being sound financially provides piece of mind to employees. Trustee Souza thanked Trustee Silcox for his powerful statement and appreciates his thoughtfulness. She thanked everyone as she knows everyone has been working hard. Trustee Kaur thanked everyone for all working hard and hopes this ends soon. Trustee Alexander passed. Trustee Costa passed. Trustee Abercrombie hope everyone stays safe and this ends soon. Trustee Pekari thanked everyone in this team effort. He thanked staff, teachers and administration. He thanked Bobbie for doing a great job with our website and encourages everyone to go to the COVID page for the latest information, including mental health resources and information for our seniors.

**Superintendent Report:**

Dr. Stephens appreciates everyone working hard. He is blessed to work with the quality of people he works with every day.

**Adjourn: 7:21 pm**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**DATE:** April 30, 2020  
**SUBJECT:** **Approve Accounts Payable Warrants (February-March, 2020)**

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

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

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Accounts Payable Warrants (February-March, 2020).

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** May 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**  
**MAY 12, 2020**  
**SUMMARY OF SERVICES**

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A. Vendor: School Project for Utility Rate Reduction (SPURR)  
Site: District-wide  
Item: Agreement  
Services: SPURR aggregates purchasing power and expertise for member and non-member facilities across California. E-Rate provides discounts to assist schools in the U.S. to obtain affordable telecommunications, internet access, and internal connections equipment. Authorization of the agreement allows T.U.S.D. to purchase Cisco core and network hardware, software, and AMS professional services under the SPURR master contract  
Cost: \$791,642.25  
Project Funding: E-Rate Year 23

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B. Vendor: H.B. Restoration, Inc.  
Site: Jacobson Elementary School  
Item: Agreement - Ratify  
Services: Contractor to provide all work, including labor and materials, equipment and services to repaint the exterior of all buildings, other structures, enclosures and fencing.  
Cost: \$74,635.00  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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C. Vendor: American Asphalt Repair & Resurfacing Company, Inc.  
Site: Bohn & Villalovoz Elementary Schools  
Item: Agreement - Ratify  
Services: Contractor to provide all work, including labor and materials, equipment and services to remove and replace existing deteriorated asphalt. Improvements include new asphalt paving, crack seal all cracks 1/8" and over, place (2 coats) sealcoat and stripe, as indicated on the plans and specifications.  
Cost: \$90,290.00  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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D. Vendor: Mobile Modular Management Corp.  
Site: Stein Continuation High School – Relocatable Classrooms  
Item: Amendment to Lease Agreement - Ratify  
Services: Provided and install one (1) additional DSA approved relocatable classroom building.  
Cost: \$10,900.00/Inc. 3 Yr. Lease  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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E. Vendor: Aztec Storage  
Site: Stein Continuation High School  
Item: Quote - Ratify  
Services: Provide and deliver one (1) 40' used storage container to the specified location.  
Cost: \$5,872.00  
Project Funding: Unrestricted General Fund

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F. Vendor: Shaw Sports Turf  
Site: Tracy High School  
Item: Change Order #1 - Ratify  
Services: Contractor to provide and install the Brock Powerbase YSR System for the stadium turf.  
Cost: \$17,404.00  
Project Funding: Unrestricted General Fund/Deferred Maintenance

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G. Vendor: GoSignMeUp  
Site: Professional Learning & Curriculum  
Item: Customer Service Agreement  
Services: GoSignMeUp registration software subscription for the 2020-2021 school year.  
Cost: \$4,052.00  
Project Funding: LCAP/Professional Development

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H. Vendor: Civic Permits  
Site: District-wide  
Item: Purchase Order  
Services: Annual subscription for the District's Civic Permit Facility Use software with customer support  
Cost: \$5,083.00  
Project Funding: General Fund

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** April 21, 2020  
**SUBJECT:** **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District**

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

Tracy Unified School District:

1. Tracy Unified School District/Food Services Department: From Dipali Suthar for the amount of \$751.00 (ck. #612). This donation will assist with the Food Service response to COVID 19. The funding will go towards the distribution of grab and go meals.

Freiler Elementary School:

1. Tracy Unified School District/Freiler Elementary School: From the Freiler Staff Parent Association (F.S.P.A.) for the total amount of \$587.64 (ck. #5384 - \$273.84, ck. #5394 - \$313.80). This donation will go towards the teachers site accounts for the purchase of supplies.
2. Tracy Unified School District/Freiler Elementary School: From the PG&E Your Cause Company/Employee Giving program for the amount of \$496.00 (ck. #1110174198). This donation will be used towards the purchase of school supplies.

Kimball High School:

1. Tracy Unified School District/Kimball High School: From the Kimball High School Athletic Booster Club, a Q5X Systems Inc. sports audio system valued at \$5,500.00. This donation will benefit Kimball High School's football teams.

West High School:

1. Tracy Unified School District/West High School: From Tracy Firefighters Charity Local 3355 for the amount of \$500.00 (ck. #1271). The donation will be used to support the 9<sup>th</sup> grade Bridge and Seminar program at West High School.

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

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

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

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



# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** April 30, 2020  
**SUBJECT:** **Approve Payroll Report (February-March, 2020)**

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

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

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Payroll Report (February-March, 2020).

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

Pay Date 02/10/2020

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	SACS Object	Amount	
01	1100	204,745.78	Teachers' Salaries
	1200	412.28	Cert Pupil Support Salaries
	1300	0.00	
	1900	3,418.54	Other Certificated Salaries
	2100	24,776.22	Instructional Aides' Salaries
	2200	69,483.03	Classified Support Salaries
	2300	3,684.72	
	2400	9,525.68	Clerical & Office Salaries
	2900	5,424.08	Other Classified Salaries
	<b>Total Labor</b>	<b>321,470.33</b>	
01	3101	24,259.69	STRS On 1000 Salaries
	3102	17.10	STRS On 2000 Salaries
	3201	168.61	PERS On 1000 Salaries
	3202	7,094.40	PERS On 2000 Salaries
	3301	3,830.26	
	3302	7,296.57	
	3501	104.36	State Unemploy On 1000 Salary
	3502	56.40	State Unemploy On 2000 Salary
	3601	3,738.66	Worker'S Comp Ins On 1000 Sal
	3602	2,023.66	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>48,589.71</b>	
11	1100	3,244.45	Teachers' Salaries
	1200	412.28	Cert Pupil Support Salaries
	2100	602.10	Instructional Aides' Salaries
	2400	175.50	Clerical & Office Salaries
	<b>Total Labor</b>	<b>4,434.33</b>	
11	3101	372.70	STRS On 1000 Salaries
	3202	118.73	PERS On 2000 Salaries
	3301	53.03	
	3302	59.48	
	3501	1.83	State Unemploy On 1000 Salary
	3502	0.39	State Unemploy On 2000 Salary
	3601	65.55	Worker'S Comp Ins On 1000 Sal
	3602	13.93	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>685.64</b>	

<b>Fund 12</b>	<b>SACS Object</b>	<b>Amount</b>	
	2100	2,573.62	Instructional Aides' Salaries
	2400	46.26	Clerical & Office Salaries
	<b>Total Labor</b>	<b>2,619.88</b>	

<b>Fund 12</b>	<b>SACS Object</b>	<b>Amount</b>	
	3202	32.00	PERS On 2000 Salaries
	3302	114.26	
	3502	1.28	State Unemploy On 2000 Salary
	3602	46.96	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>194.50</b>	

<b>Fund 13</b>	<b>SACS Object</b>	<b>Amount</b>	
	2200	13,482.14	Classified Support Salaries
	<b>Total Labor</b>	<b>13,482.14</b>	

<b>Fund 13</b>	<b>SACS Object</b>	<b>Amount</b>	
	3202	635.42	PERS On 2000 Salaries
	3302	669.80	
	3502	6.78	State Unemploy On 2000 Salary
	3602	241.63	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>1,553.63</b>	

ESCAPE ONLINE

Pay Date 02/28/2020

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	SACS Object	Amount	
01	1100	5,014,072.16	Teachers' Salaries
	1200	344,055.38	Cert Pupil Support Salaries
	1300	547,882.85	Cert Suprvrs' & Admins' Sal
	1900	126,000.03	Other Certificated Salaries
	2100	446,502.37	Instructional Aides' Salaries
	2200	794,311.41	Classified Support Salaries
	2300	177,821.82	Class Suprvrs' & Admins' Sal
	2400	472,555.25	Clerical & Office Salaries
	2900	43,777.04	Other Classified Salaries
	<b>Total Labor</b>	<b>7,966,978.31</b>	
01	3101	1,000,174.49	STRS On 1000 Salaries
	3102	6,386.98	STRS On 2000 Salaries
	3201	35,628.92	PERS On 1000 Salaries
	3202	355,429.37	PERS On 2000 Salaries
	3301	89,791.34	
	3302	137,040.16	
	3401	645,233.74	
	3402	259,652.63	
	3501	3,016.18	State Unemploy On 1000 Salary
	3502	966.19	State Unemploy On 2000 Salary
	3601	108,123.79	Worker'S Comp Ins On 1000 Sal
	3602	34,684.63	Worker'S Comp Ins On 2000 Sal
	3701	67,644.02	
	3702	41,581.88	
	<b>Total Contributions</b>	<b>2,785,354.32</b>	
11	1100	11,039.46	Teachers' Salaries
	1200	8,076.04	Cert Pupil Support Salaries
	1300	10,706.96	Cert Suprvrs' & Admins' Sal
	2100	6,234.09	Instructional Aides' Salaries
	2400	8,797.38	Clerical & Office Salaries
	<b>Total Labor</b>	<b>44,853.93</b>	
11	3101	5,099.65	STRS On 1000 Salaries
	3202	2,964.35	PERS On 2000 Salaries
	3301	400.33	
	3302	1,087.68	
	3401	2,139.64	
	3402	1,979.75	
	3501	14.92	State Unemploy On 1000 Salary
	3502	7.51	State Unemploy On 2000 Salary
	3601	534.56	Worker'S Comp Ins On 1000 Sal
	3602	269.47	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>14,497.86</b>	

Fund	12	SACS Object	Amount	
		1300	1,490.20	Cert Suprvsrs' & Admins' Sal
		2100	10,643.62	Instructional Aides' Salaries
		2400	3,962.77	Clerical & Office Salaries
		<b>Total Labor</b>	<b>16,096.59</b>	

Fund	12	SACS Object	Amount	
		3101	254.83	STRS On 1000 Salaries
		3102	435.17	STRS On 2000 Salaries
		3202	1,857.71	PERS On 2000 Salaries
		3301	18.83	
		3302	848.58	
		3401	196.08	
		3402	1,584.83	
		3501	0.74	State Unemploy On 1000 Salary
		3502	7.30	State Unemploy On 2000 Salary
		3601	26.71	Worker'S Comp Ins On 1000 Sal
		3602	261.82	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>5,492.60</b>	

Fund	13	SACS Object	Amount	
		2200	141,753.67	Classified Support Salaries
		2300	34,300.39	Class Suprvsrs' & Admins' Sal
		2400	16,631.57	Clerical & Office Salaries
		<b>Total Labor</b>	<b>192,685.63</b>	

Fund	13	SACS Object	Amount	
		3202	31,715.85	PERS On 2000 Salaries
		3302	13,205.86	
		3402	17,323.83	
		3502	96.30	State Unemploy On 2000 Salary
		3602	3,453.94	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>65,795.78</b>	

ESCAPE ONLINE

Pay Date 03/10/2020

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	SACS Object	Amount	
01	1100	486,987.66	Teachers' Salaries
	1200	1,111.35	Cert Pupil Support Salaries
	1300	400.00	
	1900	64,505.05	Other Certificated Salaries
	2100	179,419.85	Instructional Aides' Salaries
	2200	119,491.72	Classified Support Salaries
	2300	5,913.60	
	2400	14,495.23	Clerical & Office Salaries
	2900	9,690.18	Other Classified Salaries
	<b>Total Labor</b>	<b>882,014.64</b>	
01	3101	70,812.06	STRS On 1000 Salaries
	3102	32.34	STRS On 2000 Salaries
	3201	327.96	PERS On 1000 Salaries
	3202	10,807.28	PERS On 2000 Salaries
	3301	9,754.22	
	3302	17,967.65	
	3501	276.01	State Unemploy On 1000 Salary
	3502	164.58	State Unemploy On 2000 Salary
	3601	9,912.36	Worker'S Comp Ins On 1000 Sal
	3602	5,897.62	Worker'S Comp Ins On 2000 Sal
11	1100	16,625.69	Teachers' Salaries
	1200	1,111.35	Cert Pupil Support Salaries
	2100	894.77	Instructional Aides' Salaries
	2400	669.76	Clerical & Office Salaries
	<b>Total Labor</b>	<b>19,301.57</b>	
11	3101	1,735.71	STRS On 1000 Salaries
	3202	176.45	PERS On 2000 Salaries
	3301	257.19	
	3302	119.68	
	3501	8.87	State Unemploy On 1000 Salary
	3502	0.78	State Unemploy On 2000 Salary
	3601	317.95	Worker'S Comp Ins On 1000 Sal
	3602	28.05	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>2,644.68</b>	

Fund	12	SACS Object	Amount	
		2100	3,141.61	Instructional Aides' Salaries
		2400	30.84	Clerical & Office Salaries
		2900	47.88	Other Classified Salaries
		<b>Total Labor</b>	<b>3,220.33</b>	
Fund	12	SACS Object	Amount	
		3202	23.94	PERS On 2000 Salaries
		3302	130.30	
		3502	1.62	State Unemploy On 2000 Salary
		3602	57.73	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>213.59</b>	
Fund	13	SACS Object	Amount	
		2200	16,514.94	Classified Support Salaries
		<b>Total Labor</b>	<b>16,514.94</b>	
Fund	13	SACS Object	Amount	
		3202	803.44	PERS On 2000 Salaries
		3302	822.64	
		3502	8.28	State Unemploy On 2000 Salary
		3602	296.03	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>1,930.39</b>	

ESCAPE ONLINE

Pay Date 03/31/2020

Fund 01

**LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY**

Fund	SACS Object	Amount		
Fund 01	1100	5,004,810.18	Teachers' Salaries	
	1200	345,841.93	Cert Pupil Support Salaries	
	1300	547,388.69	Cert Suprvrs' & Admins' Sal	
	1900	126,000.03	Other Certificated Salaries	
	2100	442,939.78	Instructional Aides' Salaries	
	2200	786,832.76	Classified Support Salaries	
	2300	177,621.82	Class Suprvrs' & Admins' Sal	
	2400	463,268.92	Clerical & Office Salaries	
	2900	45,086.96	Other Classified Salaries	
		<b>Total Labor</b>	<b>7,939,791.07</b>	
Fund 01	3101	998,745.51	STRS On 1000 Salaries	
	3102	6,386.98	STRS On 2000 Salaries	
	3201	35,628.92	PERS On 1000 Salaries	
	3202	358,167.74	PERS On 2000 Salaries	
	3301	89,639.21		
	3302	135,778.08		
	3401	646,508.35		
	3402	258,067.10		
	3501	3,012.20	State Unemploy On 1000 Salary	
	3502	956.74	State Unemploy On 2000 Salary	
	3601	107,980.89	Worker'S Comp Ins On 1000 Sal	
	3602	34,340.16	Worker'S Comp Ins On 2000 Sal	
	3701	67,644.37		
	3702	41,477.88		
		<b>Total Contributions</b>	<b>2,784,334.13</b>	
	Fund 11	1100	11,039.46	Teachers' Salaries
1200		8,076.04	Cert Pupil Support Salaries	
1300		10,706.96	Cert Suprvrs' & Admins' Sal	
2100		6,234.10	Instructional Aides' Salaries	
2400		8,797.38	Clerical & Office Salaries	
		<b>Total Labor</b>	<b>44,853.94</b>	
Fund 11	3101	5,099.65	STRS On 1000 Salaries	
	3202	2,964.35	PERS On 2000 Salaries	
	3301	400.33		
	3302	1,087.68		
	3401	2,139.65		
	3402	1,979.77		
	3501	14.92	State Unemploy On 1000 Salary	
	3502	7.51	State Unemploy On 2000 Salary	
	3601	534.56	Worker'S Comp Ins On 1000 Sal	
	3602	269.47	Worker'S Comp Ins On 2000 Sal	
	<b>Total Contributions</b>	<b>14,497.89</b>		

Fund	SACS Object	Amount	
12	1300	1,325.48	Cert Suprvsrs' & Admins' Sal
	2100	9,503.25	Instructional Aides' Salaries
	2400	3,962.77	Clerical & Office Salaries
	<b>Total Labor</b>	<b>14,791.50</b>	

Fund	SACS Object	Amount	
12	3101	226.67	STRS On 1000 Salaries
	3102	435.17	STRS On 2000 Salaries
	3202	1,857.71	PERS On 2000 Salaries
	3301	16.44	
	3302	787.73	
	3401	196.08	
	3402	1,584.88	
	3501	0.66	State Unemploy On 1000 Salary
	3502	6.73	State Unemploy On 2000 Salary
	3601	23.76	Worker'S Comp Ins On 1000 Sal
	3602	241.38	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>5,377.21</b>	

Fund	SACS Object	Amount	
13	2200	143,817.10	Classified Support Salaries
	2300	34,300.39	Class Suprvsrs' & Admins' Sal
	2400	16,631.57	Clerical & Office Salaries
	<b>Total Labor</b>	<b>194,749.06</b>	

Fund	SACS Object	Amount	
13	3202	31,965.48	PERS On 2000 Salaries
	3302	13,332.80	
	3402	17,244.40	
	3502	97.33	State Unemploy On 2000 Salary
	3602	3,490.95	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>66,130.96</b>	

ESCAPE ONLINE



# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Assoc. Superintendent of Business Services  
**DATE:** April 30, 2020  
**SUBJECT:** **Approve Revolving Cash Fund Reports (February-March, 2020)**

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

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

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Revolving Cash Fund Reports (February-March, 2020).

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

**TUSD**  
**REVOLVING CASH FUND**  
February 2020

Date	Num	Name	Memo	Paid Amount
02/04/2020	9636	DICK'S SPORTING GOODS	PO20-01851 JOHN C KIMBALL HIGH SCHOOL 01-0000-0-1110-1000-4300-670-5872	-792.68
TOTAL				-792.68
02/04/2020	9637	CASAS	Conference 2/7/20 Strub; Pyers; Barber; Nav... 11-6391-0-4150-2140-5200-560-2882	-125.00
TOTAL				-125.00
02/04/2020	9638	AQUATIC DREAMS SCUBA CENT...	REQ20-01918 RED CROSS WATER SAFETY 01-4035-0-1110-2140-5800-800-2744	-200.00
TOTAL				-200.00
02/10/2020	9639	CITY OF TRACY TRANSIT STATION	PO20-00964 110 Student Tracer tickets 01-3010-0-0000-7200-4300-800-2749	-250.00
TOTAL				-250.00
02/13/2020	9640	FOLK INN ONTARIO AIRPORT	Conference 3/2-3/20 KHS 01-0000-0-1110-2700-5200-670-5912	-410.24
TOTAL				-410.24
02/27/2020	9641	GRANLIBAKKEN CONFERENCE ...	Conference 6/25-28/20 Musich;Swytak;Lillie ... 01-0000-0-1110-1000-5200-600-6216	-300.00
TOTAL				-300.00
02/27/2020	9642	P.A.P.A.	Conference 3/11/2020 8 attendees 01-8150-0-0000-8110-5200-800-9502	-800.00
TOTAL				-800.00
02/27/2020	9643	P.A.P.A.	Conference 5/13/2020 9 attendees 01-8150-0-0000-8110-5200-800-9502	-900.00
TOTAL				-900.00
02/27/2020	9644	CADA	Conference 3/4-7/2020 Ben Keller 01-0000-0-1110-2700-5200-670-5802	-450.00
TOTAL				-450.00
02/28/2020	9645	Livermore Area Recreation & Par...	REQ20-02043 McKinley Fieldtrip 01-3010-0-1110-1000-5800-280-3002	-430.00
TOTAL				-430.00

**TUSD**  
**REVOLVING CASH FUND**  
**March 2020**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
03/05/2020	9646	U.S. POSTAL SERVICE	<b>Ceritified letters &amp; Stamps PO20-00549</b>	
			01-0000-0-0000-7400-5900-810-8001	-200.00
TOTAL				-200.00
03/05/2020	9647	CSBA	<b>Conference 3/20-21/2020 Brian Pekari</b>	
			01-0000-0-0000-7150-5200-810-1001	-698.00
TOTAL				-698.00
03/09/2020	9648	CSBA	<b>Conference 4/3/2020 Brian Pekari</b>	
			01-0000-0-0000-7150-5200-810-1001	-349.00
TOTAL				-349.00
03/13/2020	9649	DEPARTMENT OF MOTOR VEHIC...	<b>PO20-00421 VEHICLE CODE BOOKS</b>	
			01-0723-0-1110-3600-4300-840-9702	-21.60
			01-0724-0-5750-3600-4300-840-9702	-32.40
TOTAL				-54.00
03/24/2020	9650	U.S. POSTAL SERVICE	<b>REQ20-02141 stamps</b>	
			01-6500-0-5770-1110-5900-800-2542	-100.00
TOTAL				-100.00
03/27/2020	9651	DEPARTMENT OF MOTOR VEHIC...	<b>PO20-00421 DMV Fees</b>	
			01-0723-0-1110-3600-5800-840-9702	-32.80
			01-0724-0-5750-3600-5800-840-9702	-49.20
TOTAL				-82.00
03/27/2020	9652	DEPARTMENT OF MOTOR VEHIC...	<b>PO20-00421 DMV Fees</b>	
			01-0723-0-1110-3600-5800-840-9702	-32.80
			01-0724-0-5750-3600-5800-840-9702	-49.20
TOTAL				-82.00
03/27/2020	9653	DEPARTMENT OF MOTOR VEHIC...	<b>PO20-00421 DMV Fees</b>	
			01-0723-0-1110-3600-5800-840-9702	-32.80
			01-0724-0-5750-3600-5800-840-9702	-49.20
TOTAL				-82.00



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** May 4, 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**  
**May 12, 2020**  
**SUMMARY OF SERVICES**

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A. Vendor: ITS Enterprises Incorporated  
Site: North School Modernization  
Item: Agreement  
Services: DSA Class I Inspection services for the modernization project.  
Cost: \$286,500.00 Not to Exceed  
Project Funding: Measure B Bond Fund, State School Facilities Funds

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent for Educational Services  
**DATE:** April 28, 2020  
**SUBJECT:** Approve the District Summer School Programs for 2020

**BACKGROUND:** The goal of Tracy Unified Summer School Programs is to provide students with academic, social, and personal enrichment opportunities. Many times, when the traditional school year ends, student learning, access to school nutrition programs and supervision comes to a stop. Despite major budget cuts during previous years, TUSD has provided a limited number of Summer School Program opportunities, which have included mandated Special Education Programs and several Credit Recovery Courses for Tracy Unified students. In an effort to best meet the academic needs of our students and comply with federal mandates, a modified Summer School Program for this summer is again proposed.

**RATIONALE:** The District is required to provide an extended year Special Education Program each summer. This mandated program is for eligible students in grade levels Kindergarten through young adult, as determined by Individual Education Plans (I.E.P). Due to the COVID-19 school closure, the Special Education Summer School Program for Kinder through 8<sup>th</sup> grade students and the program for Special Education 9<sup>th</sup> grade through young adult will be implementing distance learning.

In addition, the District will provide an opportunity for current 12<sup>th</sup> graders who do not meet graduation requirements by May 2020 to recover credits needed to graduate through the Tracy Adult School and the District Summer School Credit Recovery Program. An English 1 Credit Recovery Course, utilizing CyberHigh will also be available for current freshmen who have failed English 1, and current 10<sup>th</sup> and 11<sup>th</sup> graders in need of credit recovery will be offered distance learning Cyber High as space is available.

For children who will be entering Kindergarten in Fall 2020, a Kindergarten Summer Bridge Program will be held at McKinley Elementary School. This program is a mandated piece of the Building Literacy Together (First 5) Grant, and seeks to aid students as well as their parents, in a successful transition into Kindergarten. (Due to the COVID-19 school closure, this program is tentatively pending).

As was held last summer, the High School Summer Bridge Program will again be offered for incoming 9<sup>th</sup> graders from District and feeder schools. This program will enroll at-risk students and will aid in preparing these students for the rigors of high school. The Program consists of engaging learning projects – which include proper study skills; meetings with their upcoming school Administrators, Counselors and classmates; follow-up tutorial support; and a fieldtrip visit to a nearby

University of California Campus. The program seeks to give students the tools they need to successfully navigate high school, and thus prepare students for college or careers.

TUSD will be implementing distance learning for the Summer English Learner Academy. This program will serve identified students in grades 7-12 who are new to the US and or migrant who need addition English Development opportunities. (Due to the COVID-19 school closure, this program is tentatively pending).

The dates for all Summer School programs are as follows:

- Special Education K-8: June 1 – June 26, 2020
- Special Education grades 9<sup>th</sup> - Young Adult: June 1- July 2, 2020
- Credit Recovery Program 9-12: June 1 - July 2, 2020
- Kindergarten Bridge Program for incoming Kindergarten students: (Tentative dates are due to COVID-19) June 1 – June 12, 2020
- High School Bridge Program for incoming 9<sup>th</sup> graders: June 1- June 12, 2020
- Summer English Learner Academy 7-12: (Tentative dates are due to COVID-19) June 1- June 26, 2020

High School students who are not eligible to participate in Tracy Unified’s summer school programs may make up credits for courses failed during the school year by completing approved online courses or attending a State Junior College over the summer. The student’s site principal and high school counselor must preapprove all courses. Students may earn a maximum of 30 Credit Recovery units during the summer. Students interested in taking credits for acceleration may elect to enroll in approved online courses or attend a State Junior College over the summer. All courses must be CSU/UC approved and students must be on track to graduate on time. Students may earn up to 20 credits. The cost associated with taking online Credit Recovery or Acceleration courses will be the responsibility of the student, parent or guardian. Students enrolling in these courses must obtain prior written approval from the site principal and counselor.

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

**FUNDING:** All Special Education classes, Credit Recovery Summer Program, and High School Bridge Program will be funded with State designated and District funds. Title 3 will fund the Newcomer Language Academy Program. The Kindergarten Bridge Program will be funded by First 5/Building Literacy Together. The costs associated with Credit Recovery and Acceleration courses taken outside of the district will be the responsibility of the student, parent or guardian.

**RECOMMENDATIONS:** Approve the District Summer School Programs for 2020.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** April 27, 2020  
**SUBJECT:** **Approve Agreement for Special Contract Services between Boys and Girls Clubs of Tracy and Central Elementary School for the 2020-2021 School Year**

**BACKGROUND:** The Boys and Girls Clubs of Tracy has been providing after school services in the community at school sites for over 20 years. Central Elementary School is identified as an area of need due to our low-income families. The Boys and Girls Club has been operating after school services at Central Elementary School for several years. Due to the success of the program Central Elementary School staff would like to continue our association with the Boys and Girls Club at Central Elementary School as they provide after school services that the regular school program cannot, specifically academic tutoring, extracurricular reading programs and school wide sport participation.

**RATIONALE:** Students need a safe place to go and positive activities to associate with academic success. Central Elementary School's partnership with the Boys and Girls Club provides a wealth of after school activities that are positive, academically enriching, team building, and community oriented. This supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

**FUNDING:** The total amount will not exceed \$4,000. The cost will be paid from Site Title I Categorical Funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services between Boys and Girls Clubs of Tracy and Central Elementary School for the 2020-2021 School Year.

**Prepared by:** Nancy Morgan Link, Principal, Central Elementary School.

**TRACY UNIFIED SCHOOL DISTRICT**

1875 W. Lowell Ave., Tracy, California 95376

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

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

- 1. Contractor shall perform the following duties: Provide activities, tutoring, reading and mentoring programs for all students. Supplies for these programs are also needed.

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

- 2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 days/week ( ) | | HOURS |  | DAYS, under the terms of this agreement at the following location Central School.

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

- a. District shall pay \$ 4,000 per | | HOUR | | DAY |  | FLAT RATE, not to exceed a total of \$ 4,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | | SHALL |  | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a |  | MONTHLY PROGRESS BASIS | | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

- 4. The terms of the agreement shall commence on August 1, 2020, and shall terminate on 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, Nancy Morgan Link, at ( <sup>209</sup> ) 830-3303 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

*Kelly Phil* - Chief Executive Officer  
 Contractor Signature Title

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

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

\_\_\_\_\_  
Date

Chief Executive Officer  
Title

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

753 W. Lowell Ave.  
Address

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

Tracy, CA 95376

\_\_\_\_\_  
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:** April 27, 2020  
**SUBJECT:** **Approve Memorandum of Understanding with San Joaquin County Office of Education for the Artist-in-Residence Program at Central School and Villalovoz School for the 2020-2021 School Year**

**BACKGROUND:** The Artist-in-Residence Program is provided by the San Joaquin County Office of Education. The program will provide several artists who will work with students Kindergarten through eighth grade for four to eight week sessions (depending on the school). Students will learn basic art concepts and carry out various art projects.

**RATIONALE:** In the past we have been fortunate enough to have the San Joaquin County office of Education, Artist-in-Residence Program provide our students with an opportunity to learn about art in a new way. This program was a wonderful success. Students and teachers were very pleased with not just the art but with the full lessons presented during the art classes. Many students do not get the opportunity to use art in their homes or to go to museums. Opening their eyes to art is vital and also increases their use of language in a meaningful context. The instruction builds on verbal skills and increases students' vocabulary. The art process helps to promote skills such as paying attention to details, critical thinking, reasoning and improving visual and spatial acuity. The art projects are used to enhance writing and reading project-based learning for the Common Core Standards. This supports Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** These contracts are to be paid with Site, Parent Club and Site Categorical Funding. The Central School contract will not exceed \$4104.00 to be paid from Title 1 funds. Villalovoz School will pay \$ 4,160.00 from Parent Club funds.

**RECOMMENDATION:** Approve Memorandum of Understanding with San Joaquin County Office of Education for the Artist-in-Residence Program at Central School and Villalovoz School for the 2020-2021 School Year.

**Prepared by:** Nancy Morgan Link, Principal, Central Elementary School.



MEMORANDUM OF UNDERSTANDING

**(Central/Mario, Sonya)**

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and **Central Elementary** for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and **Central Elementary**, mutually agree to the following terms and conditions:

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for **Central Elementary** to: 1) Provide supplies for artists in residence. 2) Appoint staff liaison to arrange the artist's schedule and provide information regarding school site. 3) Give 72-hour notice to SJCOE for cancelled classes due to planned school activities. Failure to give notice may result in the artist being unable to re-schedule classes. 4) Require that the teachers remain in the classroom during the AIS class and be responsible for needed class control and discipline. 5) Expedite timely payment to SJCOE. Artists-in-Residence, **Mario Tejada and Sonya Huff**, who are temporary employees of SJCOE, will provide instruction per the following Terms of Agreement.

II. TERM OF AGREEMENT

Services by SJCOE will begin: August 28, 2020 and continue on the following dates. See Attached.

Number of classes: (19) Nineteen classes 4-week sessions

Staff Contact at site: Nancy Morgan Link 830-3303 nlink@tUSD.net

Artist Contact: Mario 985-4435 donmario819@gmail.com; Sonya Huff 484-4465 sonya.marykay@yahoo.co

This employment is temporary in nature and may be terminated by San Joaquin County Office of Education at any time.

III. COMPENSATION

In consideration of the services provided, **Central Elementary** will pay SJCOE the sum of \$4,104.00

Payment to SJCOE for these services will be made upon written request. The school agrees that it will not employ the aforementioned Artists-in-Residence for a period of one year after this assignment expires.

Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree?  Yes  No N/A

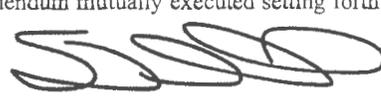
If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS?  Yes  No N/A

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

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

V. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and attachment hereto of an addendum mutually executed setting forth the extended term.

 5.1.20

\_\_\_\_\_  
Central Elementary  
1370 Parker Avenue, Tracy, CA 95376

\_\_\_\_\_  
SANDRA WENDELL, COORDINATOR Date  
ARTISTS-IN-SCHOOLS

\_\_\_\_\_  
Date

\_\_\_\_\_  
CONTRACTING OFFICER Date  
SAN JOAQUIN COUNTY OFFICE OF EDUCATION



**SAN JOAQUIN COUNTY OFFICE OF EDUCATION**  
James A. Mousalimas, County Superintendent of Schools

MEMORANDUM OF UNDERSTANDING  
**(Villalovoz/Sonya)**

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and **Villalovoz Elementary** for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and **Villalovoz Elementary**, mutually agree to the following terms and conditions:

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for **Villalovoz Elementary** to: 1) Provide supplies for artists in residence. 2) Appoint staff liaison to arrange the artist's schedule and provide information regarding school site. 3) Give 72-hour notice to SJCOE for cancelled classes due to planned school activities. Failure to give notice may result in the artist being unable to re-schedule classes. 4) Require that the teachers remain in the classroom during the AIS class and be responsible for needed class control and discipline. 5) Expedite timely payment to SJCOE. Artists-in-Residence, **Sonya Huff**, who is a temporary employee of SJCOE, will provide instruction per the following Terms of Agreement.

II. TERM OF AGREEMENT

Services by SJCOE will begin: **September 1, 2020 and continue on the following dates. See Attached.**

Number of classes: **(20) Twenty classes, 4-week sessions**

Staff Contact at site: **Lisa Rodriguez 209-830-3331 ext. 8054 lmrodriguez@tusd.net**

Artist Contact: **Sonya 484-4465 sonya.marykav@yahoo.com**

This employment is temporary in nature and may be terminated by San Joaquin County Office of Education at any time.

III. COMPENSATION

In consideration of the services provided, **Villalovoz Elementary** will pay SJCOE the sum of **\$4,160.00**

Payment to SJCOE for these services will be made upon written request. The school agrees that it will not employ the aforementioned Artists-in-Residence for a period of one year after this assignment expires.

Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree?  Yes  No  N/A

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS?  Yes  No  N/A

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

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





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**FROM:** Derek Sprecksel, Assistant Principal of Jacobson Elementary School  
**DATE:** April 29, 2020  
**SUBJECT:** **Approve Agreement for Special Contract Services with Children’s Book Author Lisa Caprelli at Bohn Elementary School, Jacobson Elementary School, and Central Elementary School, for January 20, 21, 22, 2021**

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

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

**FUNDING:** These contracts are to be paid with site, categorical, and targeted funds. Mrs. Caprelli is charging \$450 per day. Bohn Elementary and Jacobson Schools will pay \$450 from site funds and Central Elementary School will pay \$450 from Title I funds. The total cost for the contract will not exceed \$1350.00.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Children’s Book Author Lisa Caprelli at Bohn Elementary School, Jacobson Elementary School, and Central Elementary School, for January 20, 21, 22, 2021.

**Prepared by:** Nancy Morgan Link, Principal, Central School.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide literacy focused assemblies and break out workshops for on books and writing.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 3 days ( ) | **HOURS** |  | **DAYS**, under the terms of this agreement at the following location Central, Bohn, and Jacobson Schools.

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

- a. District shall pay \$<sup>450</sup>\_\_\_\_\_ per | **HOUR** |  | **DAY** | | **FLAT RATE**, not to exceed a total of \$<sup>1,350</sup>\_\_\_\_\_. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District |  | **SHALL** |  | **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$<sup>0</sup>\_\_\_\_\_ for the term of this agreement.
- c. District shall make payment on a |  | **MONTHLY PROGRESS BASIS** |  | **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on January 1, 2021, and shall terminate on February, 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, Nancy Morgan Link at ( ) <sup>209</sup> 830-3303 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
- a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
- b. Contractor [] **WILL** | [] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

Department/Site Approval

Budget Approval

Date Approved by the Board



**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** April 28, 2020  
**SUBJECT:** **Approve the Request to the California Department of Education to Authorize Art Freiler School as a School-wide Title I Program**

**BACKGROUND:** School-wide Programs (SWPs) are a cornerstone of the vision for school reform as defined in Title I of the Federal No Child Left Behind (NCLB) Act of 2001 and now known as Every Student Succeeds Act (ESSA) of 2018. Research shows that in order for the lowest achieving students in the highest poverty schools to meet high standards of performance, the school's entire instructional program, not just a separate Title I program, must be substantially improved. Since no separate student eligibility process is required for participation in a SWP, the advantage to a school becoming a SWP is that the SWP educational program serves ALL students. Fiscally, ESSA allows schools to consolidate or blend funds. SWP schools may then use their consolidated federal, state, and local funds to reform their entire educational program. Title I schools often choose to change their status from targeted assistance to SWP status in order to better meet the needs of all their students.

**RATIONALE:** During the 2019-2020 school year, Art Freiler School was identified as the next school within the Tracy Unified School District to qualify as a Title 1 School. This determination was made based upon the number of students at the site that qualify for free and reduced lunch. To be eligible to operate as a SWP school, schools must have a concentration of students living in poverty of at least 40 percent in the initial year of the SWPs. The CDE Requires each school requesting School-wide Program status to conduct a thorough needs assessment; to formulate a SWP plan based on the results of the needs assessment (contained within the Single Plan for School Achievement (SPSA or School Site Plan); to have full approval of its School Site Council; and to receive LEA Board Approval. The staff at Art Freiler School has completed all of these requirements and are now seeking Tracy Unified Board of Trustee Approval. As the final piece of this process, the District must submit a Request for Authorization to be a School-wide Program to the California Department of Education, indicated in the Consolidated and Reporting System (CARS) Report. Art Freiler School became eligible for Title 1 funding in 2018-2019. However, it was not until the 2019-2020 school year that notification of additional funding for the 2019-2020 school year was received by the District, thus allowing Art Freiler School to be added to the list of schools to receive Title 1 funding. Currently, 54.6% of the students attending Art Freiler School qualify for free and reduced lunch. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** There is no cost to the District.

**RECOMMENDATION:** Approve the Request to the California Department of Education to Authorize Art Freiler School as a School-wide Title I Program.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** April 22, 2020  
**SUBJECT:** **Ratify Agreement for Special Contract Services with Jake Randall for Independent Educational Evaluation/Psycho-Educational Assessment**

**BACKGROUND:** The Special Education Department has contracted with Jake Randall, a Licensed Educational and Nationally Certified School Psychologist from Berkeley for the needed evaluation. Ratification is needed at this time to remain compliant with services on the IEP and parents' rights to choose assessor of their choice for Independent Educational Evaluation.

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

**FUNDING:** Expenses for this contract include assessments, report writing and IEP attendance. Total contract expenses will not exceed \$3,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Agreement for Special Contract Services with Jake Randall for Independent Educational Evaluation/Psycho-Educational Assessment.

**Prepared by:** Tammy Jaliq, 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 Jake Randall, M.S., NCSP d.b.a. JMR Bilingual Psychological Services, Inc., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Independent evaluation of a TUSD student. Assessment will include an Educational Related Mental Health Services (ERMHS) assessment. Fee includes assessment time, report writing, report presentation and attendance at an IEP meeting to present the report, and actively participate with the IEP team. Assessor will provide District copies of all protocols, final signed report, and invoice.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of -N/A- ( ) [ ] HOURS [ ] DAYS, under the terms of this agreement at the following location 2641 Webster St., #4 Berkeley, CA 94705.

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

- a. District shall pay \$ 3000 per [ ] HOUR [ ] DAY [✓] FLAT RATE, not to exceed a total of \$ 3000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [✓] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
- c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [✓] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on April 27, 2020, and shall terminate on June 30, 2020.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

 Licensed Educational Psychologist  
 Contractor Signature Title

Tracy Unified School District

IRS Identification Number  
 President, JMR Bilingual Psychological Services, Inc.

Date

Title

Account Number to be Charged

Address  
 Berkeley, CA 94705

Department/Site Approval

Budget Approval

Date Approved by the Board



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** April 29, 2020  
**SUBJECT:** **Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Additional Mental Health Services to Villalovo Elementary School for the 2020/2021 School Year**

**BACKGROUND:** Villalovo Elementary School would like to add 204 hours of mental health services using site Title I funds. Tracy Unified School District already provides one day of mental health services, using district LCAP dollars. Villalovo School would like to add two additional days per week of mental health support in order to ensure that their students' emotional needs are met. TUSD provides mental health services to students whose emotional state is posing as a barrier to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary and needed for students with a clinical diagnosis for a mental health disorder, for students undergoing a crisis and/or for those who have unresolved emotional issues affecting their ability to learn.

**RATIONALE:** Social and Emotional interventions are a part of the multi-tiered system of support that the district uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. The district has benefited greatly from having Behavioral Health Clinicians on its school sites. It relies on this service to aid in supporting its students who struggle with mental health issues during the school year. TUSD will contract with VCCS to provide additional targeted and intensive behavioral health interventions at Villalovo Elementary School using site Title I, Targeted (SES/EL/FY) and Targeted (EL) funding. This supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The program will be paid with site Title I funds not to exceed \$10,200.00.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Additional Mental Health Services to Villalovoz Elementary School for the 2020/2021 School Year.

**Prepared by:** Erin Quintana, Principal, Villalovoz Elementary School.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide Mental Health Services to Villalovoz School during the 2020-21 school year, using the following rate:  
\$50/hour for MFT trainees or Social Work interns who are enrolled in a counseling related master's program, but who have not yet graduated.

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 204 ( ) [x ] HOURS [ ] DAYS, under the terms of this agreement at the following location Villalovoz School.

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

- a. District shall pay \$\$50 per [x ] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$10,200. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [x ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [x ] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 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, Deidre Hill-Valdivia, at (209) 830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [] WILL [] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

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

\_\_\_\_\_  
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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jaliq, Associate Superintendent for Human Resources  
**DATE:** April 30, 2020  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

**BACKGROUND:** **MANAGEMENT/CLASSIFIED**  
**CONFIDENTIAL RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Julianna Stocking Director of Alternative Programs	District Office	6/30/2020	Accepted Associate Superintendent of Educational Services

**BACKGROUND:** **CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Capell, Glade Science	Monte Vista	6/30/2020	Personal
Evans, Laura 1 <sup>st</sup> grade	Poet Christian	6/30/2020	Personal
Henriquez, Laura Spanish	Kimball High	6/30/2020	Personal
McClearen, Andrea Kindergarten	South/West Park	5/22/2020	Personal

**BACKGROUND:** **CERTIFICATED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Boyd, Michael 5 <sup>th</sup> grade	Hirsch	5/26/2020	Retirement

Bower, Cynthia Kindergarten	Jacobson	5/27/2020	Retirement
Rosato, Nancy SDC	Tracy High	5/23/2020	Retirement

**BACKGROUND:**

**CLASSIFIED RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Bongay, Catherine Special Ed Para Ed I	McKinley	7/1/2020

**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 of Human Resources  
**DATE:** April 30, 2020  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

**BACKGROUND:**

Bravo, Rogelio

Tailes, Armando

**CERTIFICATED**

English (Replacement)  
West High School  
"A" Class I, Step 3, \$52,219.00  
Fund: General Fund

English (Replacement)  
West High School  
"B" Class IV, Step 11 \$76,968.00  
Fund: General Fund

**BACKGROUND:**

Naidu, Kevin

**CLASSIFIED**

Utility Person III (Replacement)  
MOT/Various Sites  
Range 38, Step A - \$21.53 per hour + ND  
8 hours per day  
Funding: General Fund – 25%, Home to  
School Transportation – 50% and Ongoing  
and Major Maintenance – 25%

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

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** May 1, 2020  
**SUBJECT:** Approve Tracy Unified School District Chemical Hygiene Plan

**BACKGROUND:** TUSD is committed to providing a healthy and safe working environment for the students and staff, free from recognized hazards in accordance with:

- Title 8, CCR, Section 5191, "Occupational Exposure to Hazardous Chemicals in Laboratories," (Appendix A) which became effective October 1, 1991
- California Education Code Sections 49340-49341
- Title 8, CCR, Section 5194, Hazard Communication Standard

The Laboratory Chemical and Hygiene and Safety Plan (CHSP) is a written program for ensuring the safety of the TUSD educational community from adverse health and safety hazards associated with exposure to potentially hazardous chemicals and must be readily available to all staff members working with hazardous chemicals. The proposed plan outlines a plan that ensures teachers who use laboratories may:

- recognize and classify hazards, including potential effects of physical and health hazards associated with hazardous chemicals in laboratories;
- understand standard operating work procedures, including safe work practices, safe equipment use, safe handling and storage of chemicals, and posting warning signs and labels;
- minimize and control hazards by engineering and administrative controls, use of personal protective equipment, environmental monitoring, and appropriate response to accidents;
- properly label and dispose of hazardous materials and wastes; and
- properly record required of chemical inventories, employee safety training, monitoring results, and medical examinations.

The proposed plan was developed jointly by the Associate Superintendent for Business Services and members of the Science Curriculum Committee. The goal was to create a simple, easy to understand checklist that supports compliance without adding unnecessary administrative burdens. However, school closure associated with the COVID-19 pandemic interrupted the development timeline. Therefore, the plan should be implemented for the 2020-21 school year but reviewed and revised for the following year.

**FUNDING:** There is no cost associated with approval of this plan.

**RECOMMENDATION:** Approve Tracy Unified School District Chemical Hygiene Plan.

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

**Secondary School Chemical Hygiene Plan  
For the School Year 2020-21**

**School Name:** \_\_\_\_\_

Designated Individuals:

District Safety Officer & Chemical Hygiene Officer:

Associate Superintendent for Business Services (209)830-3230

Secretary to the Associate Superintendent for Business Services (209)830-1100

Hazardous Waste Manager:

Director of Maintenance, Operations & Transportation (209)321-3708

Coordinator of Maintenance, Operations & Transportation (209)321-6229

Secretary to Dir. Director of Maintenance, Operations & Transportation (209)321-1401

Director of School Business Support Services & Purchasing (209)830-3240

Emergency Telephone number: 9-911

Poison Center: 9-1 (800)222-1222

School Hygiene Coordinator: \_\_\_\_\_

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

Annual Training/Review Date: \_\_\_\_\_

Review Location: \_\_\_\_\_



## Standard Operating Procedure (SOP):

1. View the following Keenan Safe Schools training modules:
  - a. Injury & Illness Prevention
    - i. Access and review the TUSD Injury & Illness Prevention binder available on your site. Pay particular attention to the section labeled Hazard Communication.
    - ii. TUSD's Injury & Illness Prevention plan may also be found on the Staff Portal in the Emergency Information section:  
<https://staffportal.tracy.k12.ca.us/digital-learning>
  - b. Fire Extinguisher Safety
  - c. Chemical Spills
  - d. Science Lab Safety
  - e. Bloodborne Pathogen Exposure Prevention
    - i. TUSD's Exposure Control Plan may be found on the Staff Portal in the Emergency Information section: <https://staffportal.tracy.k12.ca.us/digital-learning>
  - f. Hazard Communication: right to understand
2. Review and discuss the material in the second green tab of the red Emergency Response Procedures and Guidelines for Tracy Unified Schools labeled *Evacuation*.
3. Review appendix A: protocol for reporting workplace injuries Always ensure an SDS is available on the premises for any hazardous chemical used in class.
  - a. One science teacher is designated at each site to accumulate SDSs for the chemicals used at that school.
  - b. TUSD has purchased an online SDS system, which can be accessed at:  
<https://msdsmanagement.msdonline.com/1799137d-31ce-4a58-8526-9fdc95652261/ebinder/?nas=True>
    - i. Instructions for using the online system can be found at  
<https://help.msdonline.com/viewer-related-videos#viewersitetraining>
    - ii. Training will be conducted at the beginning of each school year.
4. Before conducting any project for which you do not know the safety considerations, refer to the California Public Schools Science Safety Handbook at  
<https://www.cde.ca.gov/pd/ca/sc/documents/scisafebook2014.pdf>. Carefully identify specific guidelines or limitations associated with your project.
5. Dissemination of information:

- a. First early release Monday of each year (Provided by Department Chair, working in conjunction with Business Services Staff)
  - i. How to access online SDS
  - ii. Establish site coordinator for chemical and equipment safety
  - iii. Establish syllabus for student safety rules (Determine if a quiz is appropriate.)
- 6. Annual Site Review for all staff
  - a. Where are chemicals stored
  - b. Methods of storing and disposing of hazardous wastes
  - c. Who to contact for labeling, disposing, and other safety concerns

Appendix A - Protocol for reporting workplace injuries

**For all Emergency Situations - Call 9-911**

**Appendix A**  
**How to Report a Workplace Injury**

1. Always notify your supervisor and/or the Human Resources office immediately of any work-related injury or illness. This includes any signs or symptoms associated with a hazardous chemical to which the employee may have been exposed in the laboratory. \*\*
2. Obtain a Workers' Compensation Claim Form and packet from your site secretary or the Human Resources Office.
3. Complete Tracy Unified School District's "Employee's Report of Work Injury/Illness" (Goldenrod form).
4. Obtain medical attention/consultation/follow up care from District designated physician as required.

\*\* This may include situations where monitoring has indicated overexposure has occurred; or there has been a spill or uncontrolled release of chemicals. The District will provide the examining physician with information about the chemical used. The District will notify other employees working under the same conditions of the overexposure.



# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** April 21, 2020  
**SUBJECT:** **Adopt Resolution No. 19-28 Authorizing Temporary Loans between Funds for the 2020/21 School Year**

**BACKGROUND:** The potential for cash flow deficiencies may create the need for a fund to temporarily borrow cash from other funds. Education Code Section 42603 authorizes such a loan. This Code Section reads:

The governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred.

**RATIONALE:** It may be necessary from time to time to temporarily borrow moneys from other funds in order to satisfy current operating expenditures. Adoption of this resolution will provide administration with the authorization necessary to initiate a temporary loan between funds when necessary, thereby allowing administration to manage the district's cash in a fiscally prudent and responsible manner.

**FUNDING:** Funding requirements will vary with the amount borrowed and the prevailing interest rate.

**RECOMMENDATION:** Adopt Resolution No. 19-28 Authorizing Temporary Loans between Funds for the 2020/21 School Year.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 19-28  
AUTHORIZING THE DISTRICT TO TEMPORARILY TRANSFER MONEYS  
BETWEEN FUNDS AND ACCOUNTS AS ALLOWED UNDER EDUCATION  
CODE SECTION 42603**

**WHEREAS**, Education code section 42603 authorizes the governing board of any school district to direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations; and

**WHEREAS**, any transfer shall be accounted for as a temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

**WHEREAS**, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year; and

**WHEREAS**, borrowing shall occur only when the fund receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred; and

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Board of the Tracy Unified School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for the fiscal year 2020/21 to temporarily transfer funds between any and all funds provided that all transfers are approved by the Superintendent or his designee:

**PASSED AND ADOPTED** this 12<sup>th</sup> day of May 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



# ADMINISTRATIVE SERVICES MEMORANDUM

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**To:** Board of Education  
**From:** Dr. Brian R. Stephens, Superintendent  
**Date:** May 04, 2020  
**Subject:** **Adopt Resolution #19-30 Specifications of the Election Order**

**BACKGROUND:** The regular biennial election of governing board members is ordered by law pursuant to Section 5000 of the Education Code to fill offices of members of the governing board in any school district or community college district.

**RATIONALE:** In order to participate in a consolidated election with San Joaquin County, the Board of Trustees must pass a resolution to do so. In effect, this resolution places the election of Trustees on the General Election Ballot of November 3, 2020.

**FUNDING:** N/A.

**RECOMMENDATION:** Adopt Resolution #19-30 Specifications of the Election Order.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 19-30  
Specifications of the Election Order**

**WHEREAS**, the regular biennial election of governing board members is ordered by law pursuant to Section 5000 of the Education Code to fill offices of members of the governing board in any school district or community college district; and

**WHEREAS**, the governing board member election shall be held on Tuesday, November 3, 2020; and

**WHEREAS**, the purpose of the election is to elect three (3) members of the Governing Board of the Tracy Unified School District, in San Joaquin County, as follows:

Three (3) Trustees – area at large – four-year terms

**WHEREAS**, the Clerk or Secretary of the Governing Board shall deliver, no later than May 29, 2020, two copies of this Resolution and Order to the county Superintendent of Schools, and one copy to the San Joaquin County Registrar of Voters.

**NOW, THEREFORE BE IT RESOLVED**, that the Governing Board of the Tracy Unified School District of San Joaquin County, being the Board authorized by law to make the designations therein, certifies the Specification of the Election Order as presented.

**PASSED AND ADOPTED** this 12<sup>th</sup> day of May, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** April 30, 2020  
**SUBJECT:** **Approve Adoption of Instructional Materials for 11<sup>th</sup> Grade Expository Reading and Writing Course**

**BACKGROUND:** The Expository Reading and Writing Course (ERWC) is an innovative curriculum created by the California State University (CSU) system to change how English teachers prepare high school students for the rigors of college reading and writing. ERWC is designed as a grade 11 English language arts course and aligned to the California English Language Arts (ELA) standards.

In 2018-2020, the CSU created ERWC Version 3.0. Districts who teach the course are required to submit a new course description and the new content choices, which must include four modules, three mini-modules, a novel, and a play to the University of California Gateway for A-G certification.

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

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

#### 4 Modules

- 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 for high school juniors
- Units with English Language Development elements included to increase student access and success
- Meaningful, rigorous tasks for high school juniors
- Aligned to other 11<sup>th</sup> grade non-ERWC ELA course work

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

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

**RECOMMENDATION:** Approve Adoption of Instructional Materials for 11<sup>th</sup> Grade Expository Reading and Writing Course

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** April 30, 2020  
**SUBJECT:** **Approve Resolution 19-29, Authorizing Implementing Certificated Layoff for the 2020-2021 School Year**

**BACKGROUND:** Pursuant to Education Codes 44949, 44955, and 44951, the Governing Board of the Tracy Unified School District approved to reduce or discontinue particular kinds of services not later than the beginning of the 2020-2021 school year in order to reduce the number of certificated employees of the District. The resolutions related to reducing or discontinuing these particular kinds of service were approved during the board meetings on February 25, 2020, and March 10, 2020.

**RATIONALE:** Reduction or discontinuance of particular kinds of service is needed to address staffing needs and budget concerns for the 2020-2021 school year. Final Reduction in Force (RIF) notices related to these reductions in particular kinds of service must be issued on or before May 15 per Education Code.

**RECOMMENDATION:** Approve Resolution 19-29, Authorizing Implementing Certificated Layoff for the 2020-2021 School Year.

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



**TRACY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION RESOLUTION NO. 19-29**

**IN THE MATTER OF: Resolution Implementing Certificated Layoff**

**WHEREAS**, prior to March 15, 2020, this Board of Education of the Tracy Unified School District authorized through Resolution No. 19-17 the reduction or elimination of particular kinds of certificated services no later than the beginning of the 2020-21 school year; and

**WHEREAS**, prior to March 15, 2020, the Superintendent's designated representatives served notices to the appropriate certificated employees that it has been recommended that each of their services will not be required for the 2020-21 school year pursuant to Education Code sections 44949 and 44955; and

**WHEREAS**, the notices served upon those certificated employees advised them that they could request a hearing before the Board of Education to determine if there was cause for not reemploying them for the 2020-21 school year and that if they failed to timely request a hearing, that failure shall constitute a waiver of the right to a hearing and his/her services will accordingly be terminated pursuant to the recommendation; and

**WHEREAS**, twelve of those noticed certificated employees did not request a hearing, which constituted a waiver of the right to hearing; and

**WHEREAS**, three of those noticed certificated employees requested a hearing regarding the recommendation, and subsequently determined in writing that there was no need to proceed with the hearing which constituted a waiver of the right to a hearing; and

**WHEREAS**, the particular kinds of services will be discontinued and reduced within the meaning of Education Code section 44955 no later than the beginning of the 2020-21 school year; and

**WHEREAS**, the services of no permanent or other certificated employee are being terminated, in whole or in part, while any probationary or other certificated employee with less seniority is retained to render a service which said permanent or other employee is certificated and competent to render within the meaning of Education Code section 44955(b); and

**WHEREAS**, the individuals whose employment is being terminated, in whole or in part, are not certificated and competent (within the meaning of Education Code section 44955) to render the service being performed by any employee with less seniority who is being retained; and

**WHEREAS**, sufficient cause exists for the termination of certificated positions and, pursuant to and within the meaning of Education Code section 44949, said cause relates to the welfare of the schools and the pupils thereof.

**NOW, THEREFORE, BE IT RESOLVED** that sufficient cause exists for the termination of the services of the certificated employees identified by employee identification number in Attachment A and attached hereto, to the extent indicated therein; and

**BE IT FURTHER RESOLVED** that reappointment rights be afforded in accordance with the Education Code, if and when reappointment is offered and to the extent any reappointment rights are applicable to any of the employees; and

**BE IT FURTHER RESOLVED** that the employment of each of the certificated employees identified in Attachment A is hereby terminated effective the close of business on June 30, 2020; and

**BE IT FURTHER RESOLVED** that this decision is effective immediately and that the Superintendent or his designee(s) take such actions as are necessary and appropriate to implement the Board of Education's decision, including at least giving appropriate notice to those certificated employees of the termination of their services because of discontinuances and reductions of particular kinds of services to take effect upon the close of this school year, with these notices being given before May 15, 2020, in the manner prescribed in Education Code section 44949.

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
President, Board of Education of the  
Tracy Unified School District

Attested to:

\_\_\_\_\_  
Clerk, Board of Education of the  
Tracy Unified School District

**ATTACHMENT A**

<b><u>Employee Name</u></b>	<b><u>FTE</u></b>
Anastasio, Jessica	1.0
Cook, Amanda	1.0
Doherty, Daniel	1.0
Gregory, Kia	1.0
Guzman, Monica	1.0
Link, Kyle	1.0
Trejo, Edith	1.0
Vargas-Rogriguez, Angelica	1.0
Vergara, Micaela	1.0



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** April 30, 2020  
**SUBJECT:** **Adopt Resolution 19-31, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds**

**BACKGROUND:** Pursuant to Education Codes 45117 and 45114, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to eliminate certain classified positions due to lack of work or lack of funds.

**RATIONALE:** Elimination of certain classified positions are needed due to lack of work or lack of funds.

**RECOMMENDATION:** Approve Resolution 19-31, Authorizing the Elimination of Certain Classified Positions due to Lack of Work or Lack of Funds.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 19-31**

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

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

**WHEREAS**, the Governing Board of the Tracy Unified School District has determined that it shall be necessary to eliminate the following positions in the District not later than July 11, 2020 due to lack of work or lack of funds:

- a. Eliminate one (1) 6.5 hour/10 month Special Education Para Educator I position
- b. Eliminate one (1) 6 hour/10 month Special Education Para Educator I position
- c. Eliminate two (2) 7.5 hour/10 month Preschool Instructor positions
- d. Eliminate one (1) 8 hour/10 month Translator/Clerk Typist position
- e. Eliminate two (2) 4.25 hour/10 month Preschool Instructor positions
- f. Eliminate one (1) 7.5 hour/12 month School Readiness Site Lead position
- g. Eliminate one (1) 4 hour/12 month School Readiness Site Lead position

**NOW, THEREFORE, BE IT RESOLVED** that as of the close of the business day on July 11, 2020, the above referenced classified position shall be eliminated.

**BE IT FURTHER RESOLVED**, that the Superintendent, or Superintendent's designee, is authorized and directed to give notice to the affected classified employees pursuant to the District rules and regulations and applicable provisions of Education Code not later than sixty (60) days prior to the effective day of layoff as set forth above.

**ADOPTED** by the Governing Board of Tracy Unified School District on May 12, 2020 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

Attested:

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

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** April 27, 2020  
**SUBJECT:** **Approve Declaration for a Provisional Internship Permit**

**BACKGROUND:** In response to the phasing out of emergency permits, the California Commission on Teacher Credentialing has instituted the use of the Provisional Internship Permit (PIP) effective July 1, 2005. It allows an employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. This permit can only be requested by the employing agency. The permits are issued for one year and service is restricted to that employing agency.

**RATIONALE:** The Provisional Internship Permit allows the employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. This agenda item meets District 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 Declaration for a Provisional Internship Permit.

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

**BEFORE THE BOARD OF TRUSTEES  
TRACY UNIFIED SCHOOL DISTRICT  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA**

**DECLARATION**

The Governing Board of Tracy Unified School District declares that the District has elected to employ the following teacher under a Provisional Internship Permit. The individual will be provided orientation, guidance and assistance during the valid period of the permit. She will also be provided assistance to seek and enroll in subject matter training, if necessary, in an effort to pass the subject matter competency exam. Once the exam is passed, she will be eligible for an Intern Permit.

Kaitlin N. DaDalt, Williams Middle School, Physical Education  
Homaira Jamash, West High School, RSP  
Kiranbir Kaur Kamboj, Williams Middle School: Home Economics  
Jordyn Marin, Bohn Elementary, 4/5 SDC  
Sierra Nichole Wingate, McKinley Elementary School, 4/5 SDC

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

\_\_\_\_\_  
Board President

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

**ATTEST:**

\_\_\_\_\_  
Board Vice President

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