

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**  
**JUNE 9, 2020**

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

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

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

**MODIFIED MEETING PROCEDURES DURING COVID-19 PANDEMIC:**

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

Select "Watch on Web Instead"

Once the event opens click "Join Anonymously"

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

To make a public comment, please follow this [\*\*Public Comment Link\*\*](#) available only on June 9<sup>th</sup> between 5:00 and 6:00 p.m. to place your comment.

**AGENDA**

- |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>1.</b> | <b>Call to Order</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Pg. No.</b> |
| <b>2.</b> | <b>Roll Call – Establish Quorum</b><br>Board: S. Abererombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, J. Silcox, L. Souza<br>Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry                                                                                                                                                                                                                                                                                                                      |                |
| <b>3.</b> | <b>Closed Session:</b> Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.<br><b>3.1 Administrative &amp; Business Services:</b> None.<br><br><b>3.2 Educational Services:</b><br><b>3.2.1</b> Findings of Fact: #19-20/#69<br><b>3.2.2</b> Reinstatements: #19-20/#30, #19-20/#31<br><b>Action:</b> Motion_ : Second _ <b>Vote:</b> Yes : No : Absent : Abstain |                |

**3.3 Human Resources:**

**3.3.1 Consider Settlement Agreement with Certificated Employee**

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

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

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

**3.3.3 Conference with Labor Negotiator**

Agency Negotiator: Tammy Jalique

Associate Superintendent of Human Resources

Employee Organization: CSEA, TEA

**4. Adjourn to Open Session**

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

**6. Closed Session Issues:**

**6a Findings of Fact: #19-20/#69**

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

**6b Report Out of Action Taken on Reinstatements: #19-20/#30, #19-20/#31**

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

**6c Report Out of Action Taken on Consider Settlement Agreement with Certificated Employee.**

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

**7. Approve Regular Minutes of May 26, 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:**

- |               |                                                                                                                                                                                                                                 |              |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| <b>13.1.1</b> | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda                                                                                                   | <b>5-10</b>  |
| <b>13.1.2</b> | Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District | <b>11-12</b> |

**13.2 Educational Services:**

- |               |                                                                                                                                                                                                     |              |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| <b>13.2.1</b> | Approve Agreements for Special Contract Services for Student A and Student B with Bruce Bloom, M.Ed., CRC, IPEC, CAS for Independent Educational Evaluation/Transitional Assessments                | <b>13-19</b> |
| <b>13.2.2</b> | Approve Agreement for Special Contract Services with Lisa Cheney, Educational Psychologist for an Individual Educational Evaluation/Psycho-Educational Evaluation Assessment                        | <b>20-23</b> |
| <b>13.2.3</b> | Approve Agreement for Special Contract Services with Jake Randall for Independent Educational Evaluation/Psycho-Educational Assessment                                                              | <b>24-27</b> |
| <b>13.2.4</b> | Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Structured Activities during Lunch Recess at South/West Park School during the 2020-2021 School Year | <b>28-31</b> |
| <b>13.2.5</b> | Approve Agreement for Special Contract Services with Give Every Child A Chance to Provide Afterschool Tutoring at South/West Park Elementary School for the 2020-2021 School Year                   | <b>32-36</b> |
| <b>13.2.6</b> | Approve Overnight Travel for West High School Agriculture Department Activities for the 2020-21 School Year                                                                                         | <b>37</b>    |
| <b>13.2.7</b> | Agreement for Special Contract Services with LC Education, for Assistive Technology Assessments and Training                                                                                        | <b>38-41</b> |

**13.3 Human Resources:**

- |               |                                                                                                             |              |
|---------------|-------------------------------------------------------------------------------------------------------------|--------------|
| <b>13.3.1</b> | Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment | <b>42-43</b> |
| <b>13.3.2</b> | Approve Classified, Certificated, and/or Management Employment                                              | <b>44</b>    |
| <b>13.3.3</b> | Approve Employment of 2020 Summer School Staff                                                              | <b>45-47</b> |

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

**14.1 Administrative & Business Services:**

- |                |                                                                                                                                                                      |              |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| <b>14.1.1</b>  | Adopt Changes to AR 4312.42 Drug and Alcohol Testing for School Bus Drivers/Commercial Vehicle Drivers, BP 3541.1 and AR 3541.1 School-Related Trips (First Reading) | <b>48-71</b> |
| <b>Action:</b> | Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain__                                                                                               |              |
| <b>14.1.2</b>  | Acknowledge Receipt of Administrative Regulation 1330.1 Community Rental of School District Facilities (First Reading) (Separate Cover Item)                         | <b>72</b>    |
| <b>Action:</b> | Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain__                                                                                               |              |

**14.2 Educational Services:**

- 14.2.1** Approve the Tracy Independent Study Charter School Application for CalSTRS Activation **73--78**

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

**14.3 Human Resources:**

- 14.3.1** Adopt Resolution 19-33, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds **79-81**

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

- 14.3.2** Approve Declaration for a Provisional Internship Permit **82-83**

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

- 14.3.3** Adopt Resolution 19-32, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds **84-87**

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

- 14.3.4** Adopt Resolution No. 19-36 Authorizing the Elimination of Certain Certificated Management Positions Due to Lack of Work or Lack of Funds **88-89**

**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** June 23, 2020

**18. Upcoming Events:**

**18.1** August 11, 2020

First Day of School 2020-21

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, May 26, 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).

- 6:00 PM:**                    **1-3.** President Pekari called the meeting to order and adjourned to closed session.
- Roll Call:**                    **4.** Board: S. Abercrombie, A. Alexander, J. Costa (arrived late to meeting), 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            Findings of Fact: #19-20/#68**  
**Action:** Abercrombie, Souza. **Vote:** Yes-6; No-0; Absent-1(Costa)  
**6b            Reinstatements: #19-20/#27, #19-20/#28, #19-20/#29**  
**Action:** **Vote:** Yes-6; No-0; Absent-1(Costa)
- Minutes:**                    **7. Approve Regular Minutes of May 12, 2020.**  
**Action:** Abercrombie, Kaur. **Vote:** Yes-6; No-0 absent-1(Costa)
- 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.
- Hearing of Delegations**            **11.** Miyoko Masuda is the TEA secretary and chair of the TEA consult committee for re-opening schools. She thanked the district for providing teachers a platform for their input and thanked Julianna Stocking for meeting with their committee and compiling input and concerns from over 250 teachers. This is a difficult time and we appreciate that TUSD has thoughtfully considered their input in creating a plan in the best interests of students and staff.



- 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:** All Consent items, except items 13.2.5 and 13.2.9. Abercrombie, Souza. **Vote:** Yes-6; No-0; Absent-1(Costa)  
**Action:** On Items 13.2.5 and 13.2.9. Abercrombie, Silcox. **Vote:** Yes-5; No-0; Absent-1(Costa); Abstain-1(Pekari)
- 13.1 **Administrative & Business Services:**
- 13.1.1 Approve Accounts Payable Warrants (April, 2020)  
(Separate Cover Item)
- 13.1.2 Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.3 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.4 Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District
- 13.1.5 Approve Payroll Report (April, 2020)
- 13.1.6 Approve Revolving Cash Fund Reports (April, 2020)
- 13.2 **Educational Services:**
- 13.2.1 Renew the Annual Advancement Via Individual Determination (AVID) Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, North School, Poet-Christian School, Art Freiler School and Williams Middle School for the 2020-2021 School Year
- 13.2.2 Approve Agreement for Special Contract Services with Give Every Child A Chance to Provide After-school Tutoring at Jacobson, Hirsch, & Poet Elementary Schools for the 2020-2021 School Year
- 13.2.3 Approve Agreement for Special Contract Services between Boys & Girls Club of Tracy and North School for the 2020/2021 School Year
- 13.2.4 Approve Agreement for Special Contract Services with the Child Abuse Prevention Council to Provide Suicide Prevention Services to TUSD High Schools: Tracy, Kimball, West, and Stein/Duncan Russell during the 2020-2021 School Year
- 13.2.5 Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Stein Continuation High School/Willow Community Day/Duncan-Russell Continuation High School, Central Elementary, North School, and South/West Park Elementary School during the 2020-2021 School Year
- 13.2.6 Approve Agreement for Special Contract Services with Axis Community Health to Provide Mental Health Services to Poet-Christian School, Monte Vista Middle School, and Bohn Elementary School during the 2020-2021 school year
- 13.2.7 Approve Agreement for Special Contract Services with Community

Medical Centers to Provide Mental Health Services to Duncan-Russel/Stein Continuation High, Freiler School, Hirsch Elementary, Kimball High, McKinley Elementary, South West Park Elementary, Tracy High, and Williams Middle for the 2020-2021 School Year

**13.2.8** Approve Agreement for Special Contract Services with Point Break Adolescent Services to Provide Mandatory Substance Abuse Classes to Students during the 2020-2021 School Year

**13.2.9** Approve Agreement for Special Contract Services with Sow A Seed to Provide Anger Management Classes to Students during the 2020-2021 School Year

**13.2.10** Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to Central Elementary, Jacobson Elementary, Kelly School, North School, Villalovoz Elementary, and West High Schools for the 2020-2021 School Year

**13.2.11** Approve Contract Services Agreement with Edgenuity Virtual Curriculum to Provide On-line Curriculum Licenses to the New Tracy Independent Study Charter School for the 2020-2021 School Year and For Science Credit Recovery During the 2020 Summer Program

**13.2.12** Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending April 15, 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** Receive Peer Assistance and Review Annual Report for the 2019-2020 School Year

**Action Items:**

**14.1 Administrative & Business Services:**

**14.1.1** Approve Award of Request for Proposal (RFP) for Non-Commodity Food and Non-Food Items (Separate Cover Item)

**Action:** Abercrombie, Kaur. **Vote:** Yes-6; Absent-1(Costa)

**14.1.2** Approve Request for the Agreement Between Surland Communities, LLC (Surland) and the Tracy Unified School District for the Collection of Developer Fees (Separate Cover Item)

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

**14.2 Educational Services: None.**

**14.3 Human Resources:**

**14.3.1** Approve Teacher Internship Agreement with Brandman University

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

**14.3.2** Approve a Variable Term Waiver for Special Education Teachers-Added Authorization in Special Education (AASE); Autism Spectrum

Trustee Costa Joined the meeting at 7:15 p.m.

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

**14.3.3** Authorize the Declaration of Need for the 2020-2021 School Year

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

**Board Reports:**

Trustee Silcox would like to recognize the staff at schools holding the promotion and graduation parades. His daughter enjoyed it and it made her feel good. He knows that there is a lot of work by the district that not everyone sees. Those cuts are coming, and we need to do what is best for the whole, as hard as it is. We are in a new reality and need to make decisions on what we know now, not what might happen later. Trustee Souza passed. Trustee Kaur passed. Trustee Alexander hopes that everyone stays safe. We are all sheltering in place. The state is opening up, but we still need to be cautious. Trustee Costa thanked everyone who has worked so hard in the district to come up with ideas and working with the budget. It is not an easy job. She has gone through this before with previous board members and it is not easy. She thanked district administration for the work that they have been doing. Trustee Abercrombie commented that these are challenging times. He supports the district. It is not what they wanted to do, but he appreciates everyone work on this and moving forward. Trustee Pekari has had the opportunity to attend graduation parades. It's nice to see smiles in a time that has been so challenging.

**Superintendent Report:**

Dr. Stephens attended several of the parades and event ceremonies. They were clever, heart-felt and well organized. He thanked the staff for their planning efforts. Everyone had smiles and made it all worthwhile. These are difficult times and we will need to make some tough choices. No one wants to do it, but it is in the best interest of keeping financially solvent.

**Adjourn: 7:25 pm**

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Clerk

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Date





# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** May 19, 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  
JUNE 9, 2020  
SUMMARY OF SERVICES**

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A. Vendor: Stericycle  
Site: District-wide  
Item: Year Three of a Five Year Agreement (Expires 5/31/23)  
Services: Hazardous drug and phlebotomy sharps container disposal.  
Cost: < \$11,500.00  
Project Funding: General Fund/Health Services

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B. Vendor: School Project for Utility Rate Reduction (SPURR)  
Site: District-wide  
Item: Year Two of a Five Year Agreement (Expires 6/30/24)  
Services: SPURR is a California joint powers authority that operates an aggregated natural gas acquisition program for public K-12 school districts.  
Cost: Not to exceed \$225,000.00 per year.  
Project Funding: General Fund

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C. Vendor: Ingenium  
Site: District-wide  
Item: Open Purchase Order  
Services: Packaging, transporting, and disposal of hazardous and universal waste as required by the Department of Toxic and Substance Control and San Joaquin County Environmental Health.  
Cost: < \$30,000.00  
Project Funding: General Fund/Environmental Compliance

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D. Vendor: Dannis Woliver Kelly, Attorneys at Law  
Site: Tracy Unified School District  
Item: Agreement for Professional Services  
Services: Legal service related to general education law advice and representation; including collective bargaining, litigation, property service, and facilities related matters.  
Cost: Rates range from \$130/hr. to \$400/hr. dependent upon the attorney/paralegal.  
Project Funding: General Fund/Risk Management

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E. Vendor: McCormick and Barstow, L.L.P.  
Site: Tracy Unified School District  
Item: Service Agreement  
Services: Legal services for liability claims and litigation.  
Cost: \$200.00/hr. as negotiated by the NorCal Relief executive committee.  
Project Funding: General Fund/Risk Management

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F.	Vendor:	Hazard Management Services, Inc.
	Site:	District-wide
	Item:	Open Purchase Order
	Services:	Air quality testing and polarized light microscopy analysis of potential asbestos containing materials. Asbestos abatement projects as identified throughout the year.
	Cost:	\$3,000.00
	Project Funding:	General Fund/Environmental Compliance

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G.	Vendor:	Synovia Solutions
	Site:	District Service Center - Transportation
	Item:	Year Three of a Five Year Agreement (Expires 7/2023)
	Services:	Software licensing for GPS bus tracking and Child Safety Check System as required by SB1072.
	Cost:	\$33,696.00 annually
	Project Funding:	General Fund/Transportation

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H.	Vendor:	Sierra Building Systems
	Site:	District-wide
	Item:	Proposal
	Services:	Per the National Fire Alarm and Signaling Code, NFPA 72, Sierra Building Systems will perform testing, inspection, and deficiency repairs to the fire alarm panels district wide.
	Cost:	\$91,573.00 for inspections, not to exceed \$112,000.00.
	Project Funding:	General Fund/Environmental Compliance

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I.	Vendor:	Houghton Mifflin Harcourt (iRead)
	Sites:	All District Kindergarten through Second Grade Classrooms
	Item:	iRead Annual Subscription
	Services:	Online intensive intervention software for all District K-2 students. Use of this software Program is intended to work towards the District LCAP Goal of having all students reading at grade level by the third grade. Subscription includes unlimited K-2 student licenses, 175 teacher licenses, and 2 professional development training days for new teachers.
	Cost:	\$ 77,100.00
	Project Funding:	LCAP

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J.	Vendor:	All City Management
	Site:	Bohn Elementary School
	Item:	Agreement
	Services:	School crossing guard services at Bohn School for the 2020-2021 school year.
	Cost:	\$12,658.00
	Project Funding:	General Fund

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K. Vendor:	Sutter Health Valley Hospitals
Site:	Tracy High School
Item:	Three Year Student Experiences Agreement (Expires 5/1/21)
Services:	Career opportunity job shadowing program to take place at Sutter Tracy Community Hospital. This program requires only that students job shadow facility personnel, students will not be involved in any direct patient care or interactions with patients, family members or visitors.
Cost:	NA
Project Funding:	No Cost to the District

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L. Vendor:	Sutter Valley Medical Foundation
Site:	Tracy High School
Item:	Three Year Student Experiences Agreement (Expires 5/1/21)
Services:	Career opportunity job shadowing program to take place at Sutter Valley Medical Foundation outpatient facilities. This program requires only that students job shadow facility personnel, students will not be involved in any direct patient care or interactions with patients, family members or visitors.
Cost:	NA
Project Funding:	No Cost to the District

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M. Vendor:	San Joaquin County Office of Education
Site:	District-wide
Item:	Year Two of a Three Year Agreement (Expires 6/30/22)
Services:	SJCOE will provide participating Districts explosive detection canine services through Kontraband Interdiction & Detection Services (KIDS) for a combined total of 100 hours per fiscal year.
Cost:	Cost is based on District participation < \$3,000.00. Additional fees are accrued in the event the participating Districts cumulative service hours exceed 100 hours per fiscal year at a rate of \$300.00 for the first hour of each call and \$100.00 per hour thereafter.
Project Funding:	General Fund

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N. Vendor:	Stanislaus County Office of Education
Site:	District-wide
Item:	Agreement
Services:	Pure Tone hearing screenings for students in kindergarten, second, fifth and eighth grade.
Cost:	\$4.85 per student, or \$9.70 per child in a wheelchair
Project Funding:	General Fund/Health Services

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O. Vendor:	Alegre Home Care/Alegre Staffing
Site:	District-wide
Item:	Contract
Services:	Perform catheterizations, manage diabetics, provide 1-on-1 LVN/RN services, and perform other nursing duties as required.
Cost:	\$47.50/hr. for LVN 1, \$54.00/hr. for LVN 2, \$58.00/hr. for RN, \$70.00/hr. for RN/BSN.
Project Funding:	Health Services

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P. Vendor:	Schindler Elevator Corporation
Site:	District-wide
Item:	Service Agreement
Services:	Maintenance agreement, repairs and emergency communication monitoring for the passenger elevators located at various school sites.
Cost:	< \$23,000.00
Project Funding:	Environmental Compliance

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Q. Vendor:	D&D Security Resources, Inc.
Site:	West High School
Item:	Change Order #1 - Ratify
Services:	Contractor to paint the window trim that was hidden behind the bookcase in the library.
Cost:	\$3,755.00
Project Funding:	Unrestricted General Fund

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R. Vendor:	D&D Security Resources, Inc.
Site:	West High School
Item:	Change Order #2 - Ratify
Services:	Contractor to polish and repair concrete flooring in the bookshelf area and patch carpet where bookshelves were removed.
Cost:	\$21,156.25
Project Funding:	Unrestricted General Fund

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S. Vendor:	Fresno County Office of Education (Cyber High)
Site:	Tracy High, West High, Kimball High, Duncan Russell Continuation High School, Stein Continuation High School, Willow Community Day School
Item:	Approve Agreement to purchase and access unlimited Cyber High Credit Recovery Course Licenses for the 2020-2021 School Year (Yearly Renewal)
Services:	Since 2008, Tracy Unified has partnered with the Fresno County Office of Education to access online credit recovery courses for high school students in need of making up failed courses. This program has supported students at Duncan Russell, Willow Community Day School, George and Evelyn Stein Continuation School, as well as the three district comprehensive high schools. Courses are available to students

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during the school year and through summer school. Over the past six years, use of Cyber High for credit recovery has increased significantly. This program has greatly enabled students to accelerate the completion of credits to meet the graduation requirement in a timely fashion. The District only allows the access to Cyber High's approved a-g courses.

Cost: \$45,812.00 for unlimited course licenses for 2020-2021

Project Funding: LCAP Funds; Goal 1, Action 24: Provide targeted Credit Recovery to 9<sup>th</sup> – 12<sup>th</sup> grade, at-risk students by providing appropriate small learning environments to support their efforts to graduate on time and to be college and career ready. Credit Recovery will be provided at all District high schools and Continuation High Schools, before, during and after school, as well as during Summer School.

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** May 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: From Lawrence Livermore National Security for the amount of \$5000.00 (ck. #910889). Lawrence Livermore National Security has made this donation to assist with the challenges TUSD is facing due to the Covid-19 pandemic.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Steven and Kathleen Nelson for the amount of \$2,500.00 (ck. #364). This donation is a contribution to the Steve & Kathy Nelson F.F.A. Scholarship for the 2019-2020 school year.
2. Tracy Unified School District/Tracy High School: From the Tracy Breakfast Lions for the amount of \$500.00 (ck. #1334). This donation will benefit Tracy High Schools Future Farmers of America (F.F.A.) program.
3. Tracy Unified School District/Tracy High School: From Leprino Foods for the amount of \$500.00 (ck. #1010151294). This donation will benefit Tracy High School's Ag Science Club.
4. Tracy Unified School District/Tracy High School: From Irrigation Design & Construction LLC (IDC) for the amount of \$1,000.00 (ck. #85928). This donation is a contribution to the IDC Scholarship for the 2019-2020 school year.
5. Tracy Unified School District/Tracy High School: From Amanda Preston-Nelson and Steve Nelson for the amount of \$500.00 (ck. #1310). This donation is a contribution to the Preston Nelson Scholarship for the 2019-2020 school year.

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

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

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

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 27, 2020  
**SUBJECT:** **Approve Agreements for Special Contract Services for Student A and Student B with Bruce Bloom, M.Ed., CRC, IPEC, CAS for Independent Educational Evaluation/Transitional Assessments**

**BACKGROUND:** The Special Education Department has contracted with Bruce Bloom, M.Ed., CRC, IPEC, CAS, a CEO and Vocational Expert from Austin, TX for the needed evaluation. Ratification is needed at this time to remain compliant with services on the IEP and parents' rights to choose assessor of their choice for Independent Educational Evaluation.

**RATIONALE:** Districts must offer a continuum of services including, when necessary, Independent Educational Evaluation to students with exceptional needs. This contract will provide for services that were unable to be provided during the 2019-2020 academic year due to closures from COVID-19 by extending contracted services through October 30, 2020. 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 each contract includes assessments, report writing and IEP attendance. Total contract expenses will not exceed \$4,700 per student. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5750-1110-5750-800-2542.

**RECOMMENDATION:** Approve Agreements for Special Contract Services for Student A and Student B with Bruce Bloom, M.Ed., CRC, IPEC, CAS for Independent Educational Evaluation/Transitional Assessments.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: For Student A: Independent evaluation of a TUSD student. Asses  
include a Transition Assessment. Fee includes assessment time, report writing, report presentation and attendance at an IEP meeting to present  
the report, and actively participate with the IEP team. Assessor will provide District copies of all protocols, final signed report and invoice. This contract  
will provide for services that were unable to be provided during 19-20 academic year due to closures from COVID-19 by extending contracted  
services through October 30, 2020. The dollar amount below reflects the original 19-20 contract limits and does not include expenses previously encumbered.  
Total for all services 19/20 & 20/21 shall not exceed this limit.

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 614 Grand Ave, Suite 326 Oakland, CA 94610.

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

- a. District shall pay \$ 4500 + \$1/page over 200 pgs per | **HOUR** | **DAY** | ☒ | **FLAT RATE**, not to exceed a total of \$ 4700. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | ☐ | **SHALL** | ☒ | **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
- c. District shall make payment on a | ☒ | **MONTHLY PROGRESS BASIS** | ☐ | **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2020, and shall terminate on October 30, 2020.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

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

\_\_\_\_\_  
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



# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: For Student B: Independent evaluation of a TUSD student. Asses  
include a Transition Assessment. Fee includes assessment time, report writing, report presentation and attendance at an IEP meeting to present  
the report, and actively participate with the IEP team. Assessor will provide District copies of all protocols, final signed report and invoice. This contract  
will provide for services that were unable to be provided during 19-20 academic year due to closures from COVID-19 by extending contracted  
services through October 30, 2020. The dollar amount below reflects the original 19-20 contract limits and does not include expenses previously encumbered.  
Total for all services 19/20 & 20/21 shall not exceed this limit.  
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.
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3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 4500 + \$1/page over 200 pgs per | **HOUR** | **DAY** | ☒ | **FLAT RATE**, not to exceed a total of \$ 4700. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
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  - 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 July 1, 2020, and shall terminate on October 30, 2020.
5. This agreement may be terminated at any time during the term by either party upon Ten  
(10) days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

#### AGREED:

Contractor Signature

Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



# EDUCATIONAL SERVICES MEMORANDUM

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

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

**RATIONALE:** Tracy Unified School District must offer a continuum of service, including IEEs to student with exceptional needs. This contract will provide for services that were unable to be provided during the 2019-2020 academic year due to closures from COVID-19 by extending contracted services through October 30, 2020. This request supports District Strategic Goal # 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for this contract are \$4,500.00 per comprehensive psycho educational IEE. Total contract will not exceed \$4,500.00 for the fiscal year beginning July 1, 2020 and ending October 30, 2020. Special Education contract expenses are funded through 602 funding for Special Education, and budgeted in account #01-6500-0-5750-1180-5800-800-2542.

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

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Assistive Technology services including assessment, on-site training for staff and students, report writing and attendance at IEP meetings. This contract will provide for services that were unable to be provided during the 2019-2020 academic year due to closures from COVID-19, by extending contracted services through October 30, 2020.  
The dollar amount below reflects the original 19-20 contract limits and does not include expenses previously encumbered.  
Total for all services 19/20 & 20/21 shall not exceed this limit.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 30 hours monthly ( ) [☒] **HOURS** | | **DAYS**, under the terms of this agreement at the following location any and all TUSD sites.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 4,500 per | | **HOUR** | | **DAY** [☒] **FLAT RATE**, not to exceed a total of \$ 4,500. 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.
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8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [☒ **WILL** | ☐ **WILL NOT**] have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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



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

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

#### AGREED:

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

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

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 27, 2020  
**SUBJECT:** Approve 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 contract will provide for services that were unable to be provided during the 2019-2020 academic year due to closures from COVID-19 by extending contracted services through October 30, 2020. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for this contract include assessments, report writing and IEP attendance. Total contract expenses will not exceed \$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:** Approve Agreement for Special Contract Services with Jake Randall for Independent Educational Evaluation/Psycho-Educational Assessment.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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  
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. This contract will provide for services that were unable to be provided during 19-20 academic year due to closures from  
COVID-19 by extending contracted services through October 30, 2020. The dollar amount below reflects the original 19-20 contract limits and does  
not include expenses previously encumbered. Total for all services 19/20 & 20/21 shall not exceed this limit.  
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 \$ 3,000.00 per | | **HOUR** | | **DAY** | ☒ | **FLAT RATE**, not to exceed a total of \$ 3,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District | | **SHALL** | ☒ | **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -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 July 1, 2020, and shall terminate on October 30, 2020.
5. This agreement may be terminated at any time during the term by either party upon Ten  
(10) days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

#### AGREED:

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

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

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Date \_\_\_\_\_

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

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

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 25, 2020  
**SUBJECT:** Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Structured Activities during Lunch Recess at South/West Park School during the 2020-2021 School Year

**BACKGROUND:** The Boys & Girls Club of Tracy has been providing services at South/West Park School for the past 10 years. Due to the success of the program, South/West Park staff and parents wish to continue the association with the Boys & Girls Club by having them provide structured activities during Lunch Recess during the 2020-2021 school year. The Boys & Girls personnel will model the proper ways of playing with others and making friends through activities. This will help build positive relationships with the Boys & Girls staff during the school day, which will transfer to the afterschool programs. We have seen an increase in behavior referrals, where students are in need of social skills.

**RATIONALE:** Staff and parents have requested structured school activities be provided on school campus for the 2020-2021 school year. The Boys & Girls Club at South/West Park provides a safe environment where students can learn and develop to their full potential with positive role models working on modeling appropriate social skills and how to get along with others. 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.

**FUNDING:** Not to exceed \$16,000 to be paid out of Site Targeted funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Structured Activities during Lunch Recess at South/West Park School during the 2020-2021 School Year.

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



# 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 & 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 personnel and supplies for structured activities during lunch recess at South/West Park School for the 2020-2021 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 ( ) [ ] HOURS [x] DAYS, under the terms of this agreement at the following location 500 W Mount Diablo Ave.

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

- a. District shall pay \$ 16,000 per [ ] HOUR [ ] DAY [x] FLAT RATE, not to exceed a total of \$ 16,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
- c. District shall make payment on a [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 August 11, 2020, and shall terminate on May 28, 2021.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

Billy Phil - CEO  
Contractor Signature Title

IRS Identification Number

CEO  
Title

753 W. Lowell Ave  
Address

Tracy, CA 95376

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

\_\_\_\_\_  
Date

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

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

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

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



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 25, 2020  
**SUBJECT:** **Approve Agreement for Special Contract Services with Give Every Child A Chance to Provide Afterschool Tutoring at South/West Park Elementary School for the 2020-2021 School Year**

**BACKGROUND:** Give Every Child a Chance (GECAC) is a non-profit organization which has applied and received donations and grants which fund the program. The past eight years, GECAC has provided tutoring services after school to district students. The tutors are middle and high school students, with parent permission. Students receiving tutoring are students identified by their teacher as those in danger of failing. The curriculum used will be provided by each student's classroom teacher. A communication log will be used between the tutor and teacher to ensure the student is progressing.

**RATIONALE:** The staff at South/West Park Elementary believes that Give Every Child a Chance helps struggling students. This one-on-one tutoring program is not only welcomed, but is greatly appreciated. By giving at-risk students additional intervention, they feel more confident, and perform better in the classroom. South/West Park Elementary is a school-wide Title 1 school. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

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

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Give Every Child A Chance to Provide Afterschool Tutoring at South/West Park Elementary School for the 2020-2021 School Year.

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

**TRACY UNIFIED SCHOOL DISTRICT**  
1875 W. Lowell Ave., Tracy, California 95376

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

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

1. Contractor shall perform the following duties: Provide Afterschool Tutoring at South/West Park Elementary School for the 2020/2021 School Year

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 ( ) [ ] HOURS [x] DAYS, under the terms of this agreement at the following location 500 W Mt Diablo, Tracy, CA.

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

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

4. The terms of the agreement shall commence on August 11, 2020, and shall terminate on May 28, 2021.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

Cinder Rodriguez PP  
Contractor Signature Title

IRS Identification Number

Program Director  
Title

322 Sun West Place  
Address

Manteca CA 95337

Tracy Unified School District

Date \_\_\_\_\_

Account Number to be Charged

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

## Budget Approval

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN

Give Every Child A Chance  
&  
South West Park Elementary School

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

**PURPOSE:**

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

**SOUTH WEST PARK SCHOOL SHALL:**

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

**GECAC SHALL:**

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

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

Date of Agreement: 5/26/2020

GECAC Staff: Cindy Rodriguez Title: Program Director

Title: \_\_\_\_\_





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 21, 2020  
**SUBJECT:** Approve Overnight Travel for West High School Agriculture Department Activities for the 2020-21 School Year

**BACKGROUND:** West High School Agriculture Advisor Marlene Hepner, and from 6 to 10 students would like to participate in the following events throughout the year as a part of the scheduled activities for the agricultural department.

July 29-31, 2020	Chapter Officer Camping Retreat	Ione (pushed from June)
October 2, 2020	Kid In a Box, McHenry House	Tracy
October 25-31, 2020	National FFA Convention	Indianapolis, Indiana
Nov. 1-4, 2020	FFA Washington D.C. Trip	Washington, D.C.
December 8-9, 2020	Advanced Leadership Institute	TBD
January 9 - 10, 2021	Mid-Year Officer Retreat	Tracy
February 12-13, 2021	Made For Excellence Conference	Modesto
March 12-13, 2021	CSU Chico FFA Field Day	Chico
March 17 - 23, 2021	State FFA Leadership Conference	Sacramento
April 9-10, 2021	CSU-Fresno FFA Field Day	Fresno
April 30-May 2, 2021	State FFA Contest Finals	San Luis Obispo
May 15-16, 2021	Tracy Relay for Life	Tracy
June 28-30, 2021	Chapter Officer Camping Retreat	TBD

Each activity is a benefit to the student to develop leadership ability and officer experience.

**RATIONAL:** This is an opportunity for the elected FFA officers from all 58 regional schools to meet and gain leadership skills from state officers and staff to facilitate the successful promotion of chapter programs, and provide resources for the school year. These programs will help build each student's sense of confidence, responsibility and leadership. 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 cost for the Made for Excellence and State Finals Conferences will be \$100.00 per person. The cost for the State Leadership Conference will be \$200.00 per person. The meals are the students' responsibility. The transportation will be in a district van. All funding for the trip will be paid for through the FFA ASB account and the Agriculture Incentive Grant.

**RECOMMENDATION:** Approve Overnight Travel for West High School Agriculture Department Activities for the 2020-21 School Year.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** May 27, 2020  
**SUBJECT:** **Approve Agreement for Special Contract Services with LC Education, for Assistive Technology Assessments and Training**

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

**RATIONALE:** Tracy Unified School District does not have a licensed Assistive Technology Specialist employed in the District; therefore, it is necessary to provide these services through a contract arrangement. LC Education will provide the assessment services and on-site training to carry over the therapy in daily instruction. This contract will provide for services that were unable to be provided during the 2019-2020 academic year due to closures from COVID-19, by extending contracted services through October 30, 2020. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for this contract will not exceed \$4,500.00 for the fiscal year beginning July 1, 2020 and ending October 30, 2020. Special Education contract expenses are funded through 602 funding for Special Education, and budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with LC Education, for Assistive Technology Assessments and Training.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Assistive Technology services including assessment, on-site training for staff and students, report writing and attendance at IEP meetings. This contract will provide for services that were unable to be provided during the 2019-2020 academic year due to closures from COVID-19, by extending contracted services through October 30, 2020.  
The dollar amount below reflects the original 19-20 contract limits and does not include expenses previously encumbered.  
Total for all services 19/20 & 20/21 shall not exceed this limit.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 30 hours monthly ( ) ☒ **HOURS** | ☐ **DAYS**, under the terms of this agreement at the following location any and all TUSD sites.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 4,500 per | ☐ **HOURLY** | ☐ **DAY** ☒ **FLAT RATE**, not to exceed a total of \$ 4,500. 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 July 1, 2020, and shall terminate on October 30, 2020.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

#### AGREED:

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

\_\_\_\_\_  
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 Jalique, Associate Superintendent for Human Resources  
**DATE:** May 27, 2020  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

## BACKGROUND:

## CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Frangella, Franco Home Hospital	District Wide	5/26/2020	Personal
Lopez, Gabriella Social Science	West High	5/29/2020	Personal
Spear, Janna Special Education, RSP	Kimball High	6/01/2020	Personal
Katherine Leles 4 <sup>th</sup> Grade	Bohn Elementary	6/30/2020	Personal

## BACKGROUND:

## CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Ormonde, JoAnne Kindergarten	Art Freiler	7/01/2020	Retirement
Yates, Heather Special Ed. Young Adult Program	Stein High	5/29/2020	Retirement

**BACKGROUND:****CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Butler, Jill Food Service Worker	THS	5/26/2020	Personal
Esquivel, Estrella H.S. Attendance Secretary	KHS	6/2/2020	Personal
Leopoldo, Natalie Student Body Bookkeeper	KHS	7/1/2020	Personal

**BACKGROUND:****CLASSIFIED RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Baker, Terri Special Ed Para Educator I	THS	7/16/2020
Horabuena, Gloria Special Ed Para Educator I	Villa	7/1/2020
Laack, Sharon Special Ed Para Educator I	Villa	6/1/2020
Swanner, Margarita Translator/Interpreter Specialist	DEC	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 for Human Resources  
**DATE:** May 27, 2020  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Ballantyne, Shakir

Difabio, Dustin

Doerksen, Steven

Garcia, Kellie

Rickard, Maria

## BACKGROUND:

Marin, Desiree

## CERTIFICATED

Music (Replacement)  
North School  
"A" Class I, Step 1, \$52, 219.00  
Fund: General Fund

Physics (Replacement)  
Kimball High School  
"B" Class III, Step 1, \$54, 668.00  
Fund: General Fund

Physics (Replacement)  
Kimball High School  
"B" Class VI, Step 1, \$62,593.00  
Fund: General Fund

RSP (Replacement)  
Hirsch Elementary  
"A" Class I, Step 3, \$54,237.00  
Fund: Special Education Fund

8<sup>th</sup> grade Science (Replacement)  
Monte Vista Middle School  
"A" Class I, Step 1, \$52,219.00  
Fund: General Fund

## CLASSIFIED

Payroll Technician  
DEC/Financial Services  
Range 52, Step C - \$32.86 per hour  
8 hours per day  
Funding: General Fund

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

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





# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** May 29, 2020  
**SUBJECT:** Approve Employment of 2020 Summer School Staff

**BACKGROUND:** Applications for summer school were received from staff, and interviews were conducted for the 2020 summer school session. Assignments for the 2020 summer school session were made as shown on the attached pages. Additional staff will be added as needed and as selections are made.

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 and 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:** Summer School Funding.

**RECOMMENDATION:** Approve Employment of 2020 Summer School Staff.

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

# 2020 Summer School Staff

Last	First	Position	Summer School Site	Approximate Total Salary
Aguilar	Maria Carmen	Food Service Worker	West High School	\$2,573.28
Aguirre	Mariana	High School Bridge Program Teacher	Tracy High School	\$2,920.78
Aptaker	Lee	TYAP Teacher	Art Freiler	\$5,167.53
Asami	Eric	Cyber High Teacher	West High School	\$6,920.78
Backster	Julie	High School Bridge Program Teacher	West High School	\$2,920.78
Baker	Charlene	English Learner Academy	Art Freiler	\$2,471.48
Banchero	Sarah	Summer School Counselor – High School Program	West High School	\$2,093.00
Behnam	Arash (Scott)	High School Bridge Program Teacher	West High School	\$2,920.78
Boswell	Zachary	Principal - High School Summer Bridge Program - WHS	West High School	\$3,600.00
Brekke	Ana	High School Attendance Clerk	West High School	\$2,507.12
Bunch	Michael	Principal - High School Summer Bridge Program - THS	Tracy High School	\$3,600.00
Carrasco	Elizabeth	High School Bridge Program Teacher	West High School	\$2,920.78
Chavez	Elizabeth	Food Service Worker	Williams	\$1,172.16
Chitwood	Cameron	High School Bridge Program Teacher	Tracy High School	\$2,920.78
Coker	Lauren	Cyber High Teacher	West High School	\$6,920.78
Cordisco	Monica	Cyber High Teacher	West High School	\$6,920.78
Dituri	Donna	ILC Teacher	Tracy Adult School	\$6,920.78
Erickson	Chrystal	Food Service Worker	West High School	\$1,425.60
Etcheverry	Danielle	Speech Language	Art Freiler	\$12,765.60
Faaborg	Charity	Food Service Worker	Williams	\$1,286.64
Fauth	Sheri	Special Education 2nd Grade Teacher	Art Freiler	\$5,167.53
Friedman	Jessica	Special Education 6 <sup>th</sup> – 8 <sup>th</sup> Grade Teacher	Art Freiler	\$5,167.53
Garcia	Leslie	Kindergarten Bridge Program Teacher	Art Freiler	\$1,348.08
Golden	Michele	Food Service Worker	Williams	\$1,286.64
Guinasso	Lynette	Special Education 6 <sup>th</sup> – 8 <sup>th</sup> Grade Teacher	Art Freiler	\$5,167.53
Hawk	Michele	Food Service Worker	West High School	\$1,229.04
Hundal	Ajinderjit	Cyber High Teacher	West High School	\$6,920.78
James	Robert	Cyber High Teacher	West High School	\$6,920.78
James	Theresa	Cyber High Teacher	West High School	\$6,920.78
Keller	Benjamin	Principal - High School Summer Bridge Program - KHS	Kimball High School	\$3,600.00
Kim	Susie	Cyber High Teacher	West High School	\$6,920.78
King	Jennifer	Special Education 4 <sup>th</sup> Grade Teacher	Art Freiler	\$5,167.53
Knoernschild	Geraldine	Food Service Worker	Williams	\$2,573.28
List	Erin	Food Service Worker	West High School	\$2,344.32
Lowe	Jennie	Food Service Worker	West High School	\$2,138.40
Martin	Shelby	Special Education Credit Recovery Teacher	West High School	\$5,167.53
Matasol	Cintha	Food Service Worker	West High School	\$3,002.16
McCurdy	Erin	Food Service Worker	West High School	\$2,614.08
Mendez-Ponce	Lexie	Speech Language	Art Freiler	\$9,637.44
Mireles-Jacinto	Brenda	Special Education Pre K Grade Teacher	Art Freiler	\$5,167.53
Mitchell	Traci	Summer School High School Principal	West High School	\$7,700.00
Morelos-Bedolla	Maricela	Kindergarten Bridge Program Teacher	Art Freiler	\$1,348.08

Last	First	Position	Summer School Site	Approximate Total Salary
Nunn	Justin	High School Bridge Program Teacher	Tracy High School	\$2,920.78
O'Leary	Jennifer	Kindergarten Bridge Program Teacher	Art Freiler	\$1,348.08
Patrick	Kelle	Summer School Elementary Principal	Art Freiler	\$6,500.00
Peltz	Theresa	Cyber High Teacher	West High School	\$6,920.78
Perez	Jaime	Cyber High Teacher	West High School	\$6,920.78
Perez	Nereida	Summer School Elementary Attendance Clerk	Art Freiler	\$2,159.36
Pina	Catalina	High School Bridge Program Teacher	West High School	\$2,920.78
Pruett	Jonathan	High School Bridge Program Teacher	Kimball High School	\$2,920.78
Ramirez-Osorio	Rosa	Food Service Worker	West High School	\$2,573.28
Rodgers	Shauna	High School Bridge Program Teacher	West High School	\$2,920.78
Rodriguez	Deisy	Food Service Worker	West High School	\$2,573.28
Rosales	San Juana	Special Education 5 <sup>th</sup> Grade Teacher	Art Freiler	\$5,167.53
Ruiz de Fuentes	Isabel	Food Service Worker	West High School	\$1,069.08
Sanchez	Denise	English Learner Academy	Art Freiler	\$2,471.48
Sandoval	Nico	High School Bridge Program Teacher	West High School	\$2,920.78
Sankus	Mark	High School Bridge Program Teacher	Kimball High School	\$2,920.78
Shimozono	Raney	Special Education 3 <sup>rd</sup> Grade Teacher	Art Freiler	\$5,167.53
Sorenson	Christina	Food Service Worker	Williams	\$2,144.40
Spikes	Danielle	Food Service Worker	Williams	\$1,715.52
Stiles	Wesley	ILC Teacher	Tracy Adult School	\$6,920.78
Teixeira	Kathleen	Cyber High Teacher	West High School	\$6,920.78
Towkaniuk	Damio	Cyber High Teacher	West High School	\$6,920.78
Vallotton	Wayne (Dave)	Cyber High Teacher	West High School	\$6,920.78
Vallotton	Amy	TYAP Teacher	Art Freiler	\$5,167.53
Vatran	Kristyn	Special Education Pre K Teacher	Art Freiler	\$5,167.53
Wasurick	Ryan	High School Bridge Program Teacher	Tracy High School	\$2,920.78
Wheeler	Rebecca	Kindergarten Bridge Program Teacher	Art Freiler	\$1,348.08
Worden	Angela	Special Education K-1 Teacher	Art Freiler	\$5,167.53
Yahne	Marissa	Food Service Worker	Williams	\$2,458.08
Zaragoza	Sandra	Food Service Worker	Williams	\$2,573.28



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** May 26, 2020  
**SUBJECT:** Adopt Changes to AR 4312.42 Drug and Alcohol Testing for School Bus Drivers/Commercial Vehicle Drivers, BP 3541.1 and AR 3541.1 School-Related Trips (First Reading)

**BACKGROUND:** In January of 2020, the Federal Government implemented a new requirement of employers to report to and query the Federal Motor Carrier Association (FMCSA) Clearing House in association with employees who work in a safety sensitive function and hold a commercial driver's license such as our School Bus Drivers are required. Our BP 4312 and AR 4312.42 Drug and Alcohol Testing for School Bus Driver/Commercial Vehicle Drivers is the location of our District Policy regarding such topics which now need to include language for the new requirement.

In addition to the above, BP 3541.1 and AR 3541.1 School-Related Trips were reviewed for accuracy of current policies and practices. This BP and AR outline our District Guidelines for Transportation of our students to school sponsored events by District Vehicle, Private Vehicle and Buses (School or Charter).

**RATIONALE:** AR 4312.42 needs to be updated to include the new procedure required by our Federal Government. While the district has adopted guidelines for BP 3541.1 and AR 3541.1, the guidelines are out dated and the format is choppy requiring a complete reformatting.

**FUNDING:** These policies and administrative regulations will have no impact on funding.

**RECOMMENDATION:** Adopt Changes to AR 4312.42 Drug and Alcohol Testing for School Bus Drivers/Commercial Vehicle Drivers, BP 3541.1 and AR 3541.1 School-Related Trips (First Reading)

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

**Drug and Alcohol Testing for School Bus Drivers/Commercial Vehicle Drivers**

**A. Purpose and Scope**

To provide guidance and direction for administrative personnel regarding drug and alcohol testing for school bus drivers and other employees whose assigned duties require the operation of a commercial vehicle, including any vehicle designed to transport 16 or more passengers, as defined by Title 49 of the Code of Federal Regulations Section 382.107 or a “school transportation vehicle” as defined in Vehicle Code 34520.3. This includes casual, intermittent or occasional drivers as well as full-time, regularly employed drivers.

The Superintendent or designee shall contract for collection and testing services and shall ensure that testing procedures and facilities used for the tests conform with the requirements of the Code of Federal Regulations, Title 49, Part 40.

**B. General**

Notice

1. Before drug and alcohol tests are performed pursuant to the 49 CFR 382, the District shall inform drivers that the tests are required by these regulations.

The District shall notify a driver of the results of a pre-employment drug test if the driver requests such results within 60 calendar days of being notified of the disposition of his/her employment application.

All drivers subject to this policy and regulation shall be individually notified, in advance and in writing, that they are subject to “reasonable suspicion”, “post-accident”, “random”, “return to duty” and “follow-up” testing for controlled substances and alcohol while employed by the District.

The District shall notify a driver of the results of random, reasonable suspicion and post-accident drug tests if the test results are verified positive. The district shall also tell the driver which controlled substance(s) were verified as positive.

2. All drivers subject to this policy and regulation shall receive educational materials on alcohol misuse and controlled substance use (Code of Federal Regulations, Title 49, Part 382), together with a copy of the District’s policy and regulations for meeting these requirements. Representatives of

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employee organizations shall be notified of the availability of this information. The information shall identify all of the following:

- a. The person designated by the District to answer drivers' questions about the materials.
- b. The categories of drivers who are subject to the Code of Federal Regulations, Title 49, Part 382.
- c. Sufficient information about the safety-sensitive functions performed by drivers to make clear what period of the work day the driver is required to comply with Part 382.
- d. Specific information concerning driver conduct that is prohibited by Part 382.
- e. The circumstances under which a driver will be tested for drugs and/or alcohol under Part 382.
- f. The procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of test results and ensure that test results are attributed to the correct driver.
- g. The requirement that a driver submit to drug and alcohol tests administered in accordance with Part 382.
- h. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences.
- i. The consequences for drivers found to have violated the drug and alcohol prohibitions of Part 382, including the requirement that the driver be removed immediately from safety-sensitive functions and the procedures for referral, evaluation and treatment.
- j. The consequences for drivers found to have an alcohol concentration of .02 or greater but less than .04.
- k. The effects of drugs and alcohol on an individual's health, work and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a coworker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to an employee assistance program and/or referral to management.
- l. Other legal requirements, District policies and disciplinary consequences related to the use of alcohol and drugs.

In addition,



- a. all stewards at the drivers' work locations shall receive the same training provided to supervisors for reasonable suspicion determinations.
  - b. all drivers shall be notified of the right to have a union representative present throughout the questioning and testing by a Medical Review Officer. If the driver requests union representation, questioning and testing shall be suspended for a period not greater than two (2) hours, during which time a union representative will be made available.
3. If a driver is under the care of a licensed physician and taking a prescription medication that has a significant potential to affect or impair safety and performance of duties, the driver must notify the supervisor before beginning the work shift.

In addition, drivers shall inform their supervisors if at any time they are using a controlled substance which their physician has prescribed for therapeutic purposes. Drivers using such a substance may continue to perform safety-sensitive functions only if the physician has advised the driver that the substance will not adversely affect his/her ability to safely operate a commercial motor vehicle.

4. Each driver shall sign a statement certifying that he/she has received a copy of the materials under B1. and B2. above.
5. Suggestions or concerns relating to this policy and regulation should be directed to the Associate Superintendent for Human Resources or the Assistant Superintendent for Business Services.

**C. Forms Used and Additional References**

District forms available through Human Resources Division.

**D. Procedure**

Pre-Employment Tests

Tests for controlled substances and alcohol shall normally be conducted before the first time a driver performs any safety-sensitive function for the District.

Safety-sensitive functions include all on-duty functions performed from the time a driver begins work or is required to be ready to work until he/she is relieved from

work and all responsibility for performing work. It includes driving; waiting to be dispatched; inspecting and servicing equipment; supervising, performing or assisting in loading and unloading; repairing or obtaining and waiting for help with a disabled vehicle; and performing driver requirements related to accidents. (49 CFR 382.107, 395.2)

The tests shall be required of an applicant only after he/she has been offered a position subject to this policy and regulation.

Exceptions may be made for drivers who have had the alcohol test required by law within the previous six months and participated in the drug testing program required by law within the previous 30 days, provided that the District has been able to make all verifications required by law. (49 CFR 382.301)

Pre-employment testing shall also be required of employees returning to work after a layoff period if the employee was removed from the random testing pool. If the employee remains in the random testing pool, additional testing shall not be necessary. (49 CFR 382.301)

#### Reasonable Suspicion Testing

An alcohol or drug test shall be conducted if a supervisor or district official trained in accordance with law has reasonable suspicion that a driver has violated the district's alcohol or drug prohibitions. This reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech or body odors. The observations may include indications of the chronic and withdrawal effects of controlled substances. (49 CFR 382.307)

Alcohol tests are authorized for reasonable suspicion only if the required observations are made during, just before or just after the period of the work day when the driver must comply with alcohol prohibitions. An alcohol test may not be conducted by the person who determines that reasonable suspicion exists to conduct such a test. If an alcohol test is not administered within two hours of a determination of reasonable suspicion, the district shall prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol tests shall terminate after eight hours. (49 CFR 382.307)

A supervisor or district official who makes observations leading to a controlled substance reasonable suspicion test shall make a written record of his/her observations within 24 hours of the observed behavior or before the results of the drug test are released, whichever is earlier. (49 CFR 382.307)



The Superintendent or designee shall ensure that an employee under reasonable suspicion is transported to the designated collection or testing site.

Return-To Duty Tests

A controlled substance or alcohol test shall be conducted whenever a driver who has violated the district's controlled substance or alcohol prohibition returns to performing safety-sensitive duties. (49 CFR 382.309)

1. Employees whose conduct involved controlled substances cannot return to duty in a safety-sensitive function until the return-to duty controlled substance test produces a verified negative result. (49 CFR 382.605)
2. Employees whose conduct involved alcohol cannot return to duty in a safety-sensitive function until the return-to-duty alcohol test produces a verified result that meets federal and District standards.

Follow-up Tests

A driver who violates the district's controlled substance or alcohol prohibition and is subsequently identified by a substance abuse professional as needing assistance in resolving a controlled substance or alcohol problem shall be subject to unannounced follow-up testing as directed by the substance abuse professional in accordance with law.

Follow-up alcohol testing shall be conducted just before, during, or just after the time when the driver is performing safety-sensitive functions. (49 CFR 382.311)

Post-Accident Testing

Alcohol and controlled substance tests shall be conducted as soon after an accident as practicable on any driver:

1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved loss of human life. (49 CFR 382.303)
2. Who receives a citation under state or local law for a moving traffic violation arising from the accident. (49 CFR 382.303)
3. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved a serious medical injury.
4. Whose performance cannot be excluded as a contributing factor based on information available at the time of the accident.

Drivers shall make themselves readily available for testing, absent the need for immediate medical attention. (49 CFR 382.303)

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No such driver shall use alcohol for eight hours after the accident, or until after he/she undergoes a post-accident alcohol test, whichever occurs first. (49 CFR 382.209)

If an alcohol test is not administered within two hours of the accident or if a drug test is not administered within 32 hours, the District shall prepare and maintain records explaining why the test was not conducted. Tests shall not be given if not administered within eight hours after the accident for alcohol or within 32 hours for drugs. (49 CFR 382.303)

Tests conducted by authorized federal, state or local officials shall fulfill post-accident testing requirements provided they conform to applicable legal requirements and are obtained by the District. Breath tests will validate only the alcohol test and cannot be used to fulfill controlled substance testing obligations. (49 CFR 382.303)

Random Testing

Alcohol and drug tests shall be conducted on a random basis at unannounced times throughout the year. The number of random alcohol and drug tests shall be at least equal to those required by federal regulations. Drivers shall be selected by a scientifically valid random process, and each driver shall have an equal chance of being tested each time selections are made. Tests for alcohol shall be conducted just before, during or just after the performance of safety-sensitive functions. (49 CFR 382.305)

Employees off work due to leaves, vacation and layoffs shall be informed that they remain subject to random testing. Employees drawn for such testing shall be notified and tested as soon as practicable after they return to duty.

Testing Procedures

All tests for alcohol or controlled substances must comply with the requirements for such tests set forth in Title 49 of the Code of Federal Regulations, Part 40. In addition:

1. The immediate supervisor of a driver shall not serve as either a collection site person for controlled substance testing or as a breath alcohol technician for alcohol testing of that driver.
2. All testing shall be conducted in a private setting and, in the case of testing, no direct observation of a driver's urination by a collection site person is permitted except for the reasons stated in Title 49 of the Code of Federal

Regulations Section 40.25, (e), and then only by a same gender collection site person who is not employed by the District.

3. The testing laboratory for controlled substance testing must be a laboratory certified for such testing by the U.S. Department of Health and Human Services. A split sample test requested by a driver shall be conducted at a different certified laboratory than the one which conducted the initial test(s).
  - a. Any tests that do not comply with the requirements of paragraph (3) above shall be treated as negative tests.
  - b. A split sample test shall be paid for by the employee. If the test is negative, the District shall reimburse the employee for the cost of the test.

Note: The District will select the Laboratory. The District will formulate a procedure to address any complaints which surface regarding the laboratory. If the District determines that any complaint received from CSEA has validity, and if requested by CSEA, the District will meet with CSEA to evaluate whether a change of Laboratory is warranted.

4. A refusal to submit to an alcohol or controlled substance test means that a driver:
  - a. fails to provide adequate breath for alcohol testing without a valid medical explanation after he/she has received notice of the requirements for breath testing in accordance with the provisions of the District's policy; or
  - b. fails to provide an adequate urine sample for testing without a genuine inability to provide a specimen (as determined by a medical evaluation) after he/she has received notice of the requirements for urine testing in accordance with the provisions of the District's policy; or
  - c. engages in conduct that clearly obstructs the testing process.
5. A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the District to have refused to submit to testing. This shall not be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

6. The consequences of a driver's refusal to submit to an alcohol or controlled substance test required under post-accident, random reasonable suspicion or follow-up testing will be that the District will prohibit the driver from performing or continuing to perform safety-sensitive functions. During the period the driver is prohibited from performing or continuing to perform safety-sensitive functions, he/she will not receive pay.
7. If a driver refuses to submit to controlled substance or alcohol testing, that driver shall be subject disciplinary action in accordance with the District/CSEA collective bargaining agreement.

Positive Tests

1. A positive test for alcohol must be either (1) a confirmation test by an evidential breath testing device capable of printout and sequential numbering and must show an alcohol concentration of 0.01 grams of alcohol per 210 liters of breath or greater; or (2) any other test authorized by Title 49 of the Code of Federal Regulations. Such a test is positive even if that concentration is caused by prescribed medication.
2. The medical review officer will determine if a confirmation test for controlled substance is positive in accordance with Title 49 of the Code of Federal Regulations, part 40, by using a gas chromatography/mass spectrometry technique.
3. No positive test for controlled substances or alcohol, conducted pursuant to this Side Letter, shall be reported to the District until:
  - a. For alcohol and controlled substances:

The medical review officer has made all reasonable efforts to contact the driver (and documented them), on a confidential basis, and attempted to give the driver an opportunity to discuss the test results and the driver's medical history, including medication, in confidence.

- b. For controlled substances:
  - 1) The medical review officer has given the driver, within 72 hours of the driver's notification that the test was positive, an opportunity to request that the remainder of the split sample be tested by a different laboratory, certified by the Department of Health and Human Services;

- 2) The remainder of the split sample has been tested and found to be positive, or no timely request for such a test is made by the driver.
4. If the medical review officer concludes that there is a legitimate medical explanation for the positive test, such as prescription or over-the-counter medication, or a negative result in the test of the remainder of the split sample, the medical review officer must report the test to the District as a negative test.
5. The medical review officer shall be a licensed physician with (1) special knowledge of substance abuse disorders, (2) appropriate medical training to interpret and evaluate an individual's confirmed positive test, and (3) knowledge of the medical use of prescription drugs and the pharmacology and toxicology of alcohol and controlled substances. The medical review officer shall not be an employee of the District.

Note: The District will select the Medical Review Officer. The District will formulate a procedure to address any complaints which surface regarding the Medical Review Officer. If the District determines that any complaint received from CSEA has validity, and if requested by CSEA, the District will meet with CSEA to evaluate whether a change of Medical Review Officer is warranted.

6. The cut-off levels in this section are those required by Federal regulation.
  - a. They will be automatically adjusted to be consistent with changes, if any, in the levels specified by those regulations. (See 49 CFR 40.29, (f).)
  - b. On the date of this Side Letter, the most relevant cut-off levels are:
    1. 15 ng/ml (nanograms per milliliter) of marijuana metabolite;
    2. 150 ng/ml of cocaine metabolite;
    3. 300 ng/ml of opiate metabolite;
    4. 25 ng/ml of phencyclidine; or
    5. 500 ng/ml of amphetamine or methamphetamine.

Effects of a Positive Test

1. Any driver who tests positive under the testing procedures (random, post accident, reasonable suspicion, return to duty and follow-up tests) will:
  - a. if the positive test is an alcohol test showing an alcohol concentration of 0.01 or greater, but less than 0.04, be placed on unpaid administrative leave for 24 hours or, at the option of the District be assigned to duties that are not safety sensitive for the

same time period. Additional discipline will be based upon an assessment of all relevant factors.

- b. if the positive test is .04 or greater for alcohol, or positive for any controlled substances, they be subject to disciplinary action in accordance with the District/CSEA collective bargaining agreement.
- 2. In addition, drivers will also be subject to discipline if:
  - a. they refuse to submit to a test authorized by this policy and regulation;
  - b. they fail to complete rehabilitation recommended by the substance abuse professional which has been approved by the District; or
  - c. they subsequently tests positive for alcohol and/or for controlled substances after a return to duty test following completion of rehabilitation.
- 3. A permanent driver is entitled to all due process rights pursuant to the District/CSEA collective bargaining agreement. A probationary driver, as a continuing part of the selection process, is subject to immediate termination.
- 4. Subject to the disciplinary provisions of the collective bargaining agreement, the driver shall be evaluated by a substance abuse professional, who shall determine what assistance, if any, is needed to resolve alcohol or controlled substance problems. Any assistance sought by the employee shall be paid for entirety by the employee.
- 5. With respect to all positive tests, nothing shall prohibit the District from taking adverse personnel actions in accordance with its authority independent from that conferred by 49 CFR part 382 which are consistent with other policies of the District.

Miscellaneous

- 1. Drivers will receive their regular pay for time required to take tests specified in this policy and regulation. The District will pay for these tests.
- 2. The parties agree to treat all test results as confidential medical records.

**E. Reports Required**

1. All records identified pursuant to 49 CFR 382.401 and 382.403 that the district must keep for varying periods of time.
2. Statements signed by Bus Drivers or other employees who are assigned duties requiring operation of commercial vehicles indicating that they have received copies of this policy and regulation.

**F. Record Retention**

1. All records identified pursuant to 49 CFR 382.401 and 382.403 that the district must keep for varying periods of time.
2. Statements signed by Bus Drivers or other employees who are assigned duties requiring operation of commercial vehicles indicating that they have received copies of this policy and regulation.
3. Employee drug and alcohol test results and records shall be maintained under strict confidentiality and released only in accordance with law. Upon written request, a driver shall receive copies of any records pertaining to his/her use of drugs or alcohol, including any records pertaining to his/her drug or alcohol tests. Records shall be made available to a subsequent employer or other identified persons only as expressly requested in writing by the driver. (49 CFR 382.405)

**G. Drug and Alcohol Clearinghouse**

1. District shall not allow an employee subject to controlled substances and alcohol testing under this part to perform a safety-sensitive function without first conducting a pre-employment query of the Clearinghouse as required in 49 CFR 382.701
2. District shall conduct an annual limited query for all current employees' subject to controlled substances and alcohol testing as required in 49 CFR 382.701 to determine if any employee has information existing in the Clearinghouse. Should such limited query reveal that an employee has information existing in the Clearinghouse, District shall conduct a full query within 24 hours of conducting the limited query in accordance with the regulations outlined 49 CFR 382.701 - 382.727.
3. In accordance with 49 CFR 382.701, when a partial query result shows that there is information in the Clearinghouse for an employee, District shall immediately

remove the employee from safety-sensitive functions until a full query on the employee show no prohibition to perform safety sensitive functions.

4. No employee will be allowed to perform safety-sensitive function if the results of the Clearinghouse query demonstrate that the driver has a verified positive, adulterated, or substituted controlled substances test result; has an alcohol confirmation test with a concentration of 0.01 or higher; has refused to submit to a test; or an employer has reported actual knowledge, that the driver used alcohol on duty, used alcohol before duty, used alcohol following an accident, or used a controlled substance in violation of 49 CFR 382.11, 382.107, 382.205, 382.207 or 382.213, except where a query of the Clearinghouse demonstrated completion of the SAP evaluation, referral, and education/treatment process set forth in Part 40, subpart O, of title CFR 49.
5. If any information is subsequently entered into the Clearinghouse within a 30-day period following the pre-employment query, FMCSA will notify the Employer. Employee shall be removed from safety-sensitive functions while pending results from the clearinghouse that such employee's record contains no prohibitions as defined in 49 CFR 382.701.
6. District shall not perform any query on an employee without first obtaining that employee's written or electronic consent in accordance with 49 CFR 382.703 as well as all applicable sections as outlined in Title 49 Code of Federal Regulations.
7. District shall report information into the Clearinghouse in accordance with all rules and regulations outlined in 49 CFR 382.705, 382.711, 382.713, 382.715, 382.721, 382.723, 382.727.
8. Employee shall register with the Clearinghouse prior to performing safety sensitive functions with the District as required for the District to run a query in accordance with 49 CFR 382.701. For employees who were already performing safety-sensitive functions prior to the implementation of the rules under 49 CFR 382., may register at any time with the Clearinghouse. Any such employee must immediately register with the Clearinghouse should District receive information from an annual partial query that information appears in the Clearinghouse.

**G. Responsible Administrative Unit**

Human Resources  
Business Services

**H. Approved By**



**Human Resources  
Management, Supervisory & Confidential**

**AR 4312.42 (a)**

The Administrator of the Division.

Regulation Adopted:      Revised: 1/9/07  
TUSD: 1/98

**Human Resources  
Management, Supervisory & Confidential**

**AR 4312.42 (a)**

List of Laboratories in California and Nevada that have been approved for Urine Drug Testing by the Department of Health and Human Services

Associated Pathologists Laboratories, Inc.  
4230 So. Burnham Ave., Suite 250  
Las Vegas, Nevada 89119-5412  
(702) 733-7866

Sierra Nevada Laboratories, Inc.  
888 Willow Street  
Reno, Nevada 89502  
(800) 648-5472

Centinela Hospital Airport Toxicology  
Laboratory  
9601 So. Sepulveda Blvd.  
Los Angeles, California 90045  
(310) 215-6020

SmithKline Beecham Clinical  
Laboratories  
7600 Tyrone Avenue  
Van Nuys, California 91045  
(818) 376-2520

National Health Laboratories Inc.  
5601 Oberlin Drive, Suite 100  
San Diego, California 92121  
(619) 455-1221

TOXWORX Laboratories, Inc.  
6160 Variel Avenue  
Woodland Hills, California 91367  
(818) 226-4373

National Toxicology Laboratories, Inc.  
1100 California Avenue  
Bakersfield, CA 93304  
(805) 322-4250

UNILAB  
18408 Oxnard Street  
Tarzana, California 91356  
(818) 343-8191/800-492-0800

Nicols Institute Substance Abuse Testing  
7470-A Mission Valley Road  
San Diego, California 92108-4406  
(619) 686-3200/800-446-4728

PharmChem Laboratories, Inc.  
1505-A O'Brien Drive  
Menlo Park, California 94025  
(415) 328-6200/800-446-5177

Poisonlab, Inc.  
7272 Clairemont Mesa Road  
San Diego, California 92111  
(619) 279-2600/800-882-7272

### **School Related Trips**

The district may provide transportation in buses or other school or public transportation vehicles for field trips and excursions in connection with instruction or school-related social, educational, cultural, athletic or school band activities.

School-related organizations requesting transportation shall be fully responsible for the cost of their trips unless funding has been approved by the Governing Board.

#### **Transportation Using District Owned Vehicles**

The Superintendent or designee may authorize for the transportation of students in district owned vehicles for approved field trips and activities when the vehicle is driven by a district employee or athletics volunteer, who has been added to the District DMV pull notice program which has been approved by the district, and has completed all courses of training to use such vehicle.

#### **Transportation By Private Vehicle**

The Superintendent or designee may authorize the transportation of students by private automobile for approved field trips and activities when the vehicle is driven by an appropriate licensed adult who has

- (a) Completed all Volunteer Driver Requirements and registered with the district for such purposes, and
- (b) Has had their DMV driving record added to the District Pull Notice Program and driving record has been reviewed and approved by the district.

When district transportation is provided, students may be released from using district transportation only with the advance written permission of their parent/guardian.

#### **Student Drivers**

Students shall not drive themselves to or from school related events without express written permission from the parent of the student, and completion of required safety training. Students shall not drive themselves to or from school related events outside the geographic boundaries of the school district. Under no circumstance shall students drive other students to school related events.

#### **Transportation by School Bus and Charter Bus**

The District may provide transportation in buses or public transportation vehicles for field trips and excursions in connection with instruction or school-related social, educational, cultural, athletic or school band activities.

**School Related Trips**

School-related organizations requesting transportation shall be fully responsible for the costs of their trips unless funding has been approved by the Governing Board.

Legal Reference:

**EDUCATION CODE**

35330 Excursions and field trips

39830 School Bus

39835 Use for community recreation

39837 Transportation of pupils to places of summer employment

39860 Transportation to special activities by district

44808 Liability when students not on school property

**VEHICLE CODE**

27315 Mandatory use of seat belts in private passenger vehicles

34501.6 Schoolbuses; reduced visibility *Lehmuth v. Long Beach Unified School District* (1960)

53 Cal.App.2s 544 *Castro v. Los Angeles* (1976) 54 Cal.App.3d 232 *Salcedo v. Monterey*

County Office of Education (1992) 1 Cal.Rptr.2d 868 *Hanson v. Reedley School District* (1941)

43 Cal.App.2d 643

**School-Related Trips****A. Purpose and Scope**

To provide guidance and direction for all District Staff, students, parent transportation-providers and the Transportation Department regarding the transportation of students. This regulation governs scheduling of buses, maintenance and use of district vehicles and private vehicles.

1. This regulation applies to the transportation of students on school-related trips which meet any of the following criteria:
  - a. A stipend is paid to an employee to provide supervision at an event in which one or more students are being transported.
  - b. One or more students being transported are participants in the activity and officially represent the school (i.e. sports teams, debate competitions, etc).
  - c. One or more students are transported to a school related event which occurs during normal school hours.
  - d. One or more students are being transported in a vehicle designed to transport ten (10) or more passengers.
2. Activities **NOT** included in this regulation include transportation to and from activities which are not sponsored by, nor related to Tracy Unified School District, nor district or school-related activities:
  - a. In which the students are observers rather than participants (such as audience members at an athletic event, school board meeting, etc.).
  - b. In which students are departing from a location other than their school in a vehicle which is not owned by Tracy Unified School District, and which is designed to transport nine (9) or fewer passengers (such as, dances, etc.)
  - c. On a district-owned vehicle providing home-to-school and school-to-home transportation.
  - d. In which students leave campus to attend a non-school activity (dentist appointments, etc.).

**B. General****1. Transportation by Private Vehicle**

Before transporting students on any field trip or activity by private vehicle, drivers shall:

- a. Register with the school site and district for such purposes and complete all volunteer and driver requirements of the District; and
- b. Have your DMV driving record added to the District Pull Notice Program and reviewed and approved by the District.
- c. Check the safety of the vehicle: tires, brakes, lights, horn, suspension, etc.

**School-Related Trips**

- d. Turn in names of all students to be transported to school site office prior to departure.

All student passengers shall provide permission slips signed by their parents/guardians.

In case of emergency, stay calm, keep all students together and call your trip coordinator and/or coach.

Drivers shall be required to possess a valid California driver's license and liability insurance of at least \$100,000 each person and \$300,000 per occurrence Liability and \$50,000 property damage or higher.

Owners, drivers and passengers shall be informed that the registered owner and the vehicle operator and the insurance company of each are responsible for any accidents which may occur.

All drivers and passengers **MUST** wear seat belts or use appropriate child restraint systems meeting federal safety standards in accordance with law. (Vehicle Code 27315)

Trucks and pickups may not transport more persons than can safely sit in the passenger compartment. The number of passengers, including the driver, shall not exceed the capacity for which the vehicle was designed.

In no case should any private vehicle exceed nine (9) passengers. (Education Code 39830)

## 2 Transportation in District Owned Vehicles

**ONLY** District employees and District Approved Athletic Volunteer coaches may use district vehicles. District vehicles **MUST** be picked up and returned to the District Service Center on the corner of Lowell Avenue and Corral Hollow. Each vehicle **MUST** be parked in the stall from which they were taken.

To reserve a District Owned Vehicle for use, each school/department must submit a vehicle use request form to the Transportation Department no less than 30 days in advance of the trip date. The request must include school/department, drivers name and license number, destination, departure and return times, passenger count (not to exceed 7 passengers and a driver), and principal, director or administrative signature. For safety and to provide stand-by coverage for emergencies, if a vehicle will be used for multiple days an itinerary must be included with the request indicating dates, times and locations the vehicle will travel. If using multiple vans for the same date, one form per van/driver must be completed.

**School-Related Trips**

Verbal requests will NOT be accepted. It is understood that in some circumstances, it is not practical to submit a request 30 days in advance. In these circumstances, the transportation department will attempt to promptly process the request. All Vehicle Use Requests are processed on a first-come-first-serve basis. It cannot be guaranteed that vehicles will be available for any given date.

a. Confirmation

Vehicle requests will be confirmed prior to the scheduled date of the trip. Confirmation will be forwarded to the requester listed on the form to coordinate with the staff/volunteers that are driving.

b. Cancellation/Changes

Drivers must contact the Transportation office as soon as they become aware of a change or trip cancellation to allow the Transportation Department to cancel or rearrange emergency standby for after-hours use. In addition, this will allow the Transportation Department to utilize the vehicle as needed else-where.

c. Picking Up Keys for District Vehicles

District vehicles are prepared for trips based on the pick-up time indicated on the Vehicle Request Form. Drivers should not pick up vehicles earlier than specified on the form, as they may not be fueled, fluid levels checked, etc. Keys are to be picked up in the Transportation Department office between the hours of 5:00 am and 5:00 pm Monday through Friday (excluding District Holidays). If a vehicle is needed before these hours or on a holiday or weekend, the driver should plan to pick up the keys before 5:00pm the last business day before the trip.

d. Capacity

The capacity of each vehicle shall not be exceeded at any time. Per law, no District vehicle shall exceed nine (9) passengers. (Education Code 39830)

e. Cost

The Transportation Department will be responsible to send out a current fee schedule at the beginning of each school year to the School Site Secretaries.

Each user is responsible for any damage and the cleanliness of each vehicle. User's will be charged for any damage or cleaning costs of excessively dirty vehicles.

f. Vehicle Inspection

Each driver shall be responsible for checking and documenting the following items prior to departing the transportation yard:

- Engine Fluids will be checked by the Transportation Department.
- Fuel level

**School-Related Trips**

- All lights (including turn signals and brake lights)
- Check windshields for damage, windshield wipers and mirrors.
- Tire Condition
- Check doors for proper operation
- Start mileage and end mileage

Documentation of vehicle condition **MUST** be turned into the Transportation Department at the end of each trip. Any noted defects **MUST** be brought to the immediate attention of the Transportation Department.

**The inspection is IMPORTANT to ensure vehicle safety. Each vehicle is inspected by a qualified mechanic every 90 days. If a driver finds a problem with a vehicle, he/she should notify the Transportation Department IMMEDIATELY.**

g. Repair Request for District Vehicles

When a vehicle fails to function properly, it is the driver's responsibility to report it immediately, by completing a "REPAIR REQUEST FORM". If the driver feels the assigned vehicle is inoperable, the driver shall notify the Transportation Department immediately. All attempts shall be made to repair the defect or provide another vehicle.

h. Emergency Contact Information Packet

Each driver shall be provided with Emergency Contact Information. This information shall include the following.

- a) What to do in an accident or breakdown
- b) Emergency Telephone Numbers

i. Safety Information

Prior to operating a district vehicle or to traveling to or from a district sponsored event, each driver shall review the following information with all passengers prior to departure:

- Use of Seat belts (require each passenger to use a safety belt)
- Staying Seated/Facing Forward
- Talk Quietly
- Carry only the number of passengers for which the vehicle was designed.
- Location of Emergency Information



**School-Related Trips****3. Transportation in School Bus/Charter Bus**

Each school/department must submit an Application for Bus Transportation Form to the Transportation Department at least thirty (30) days in advance of the trip date. Verbal requests will NOT be accepted. It is understood that in some circumstances, it is not practical to submit a request thirty (30) days in advance. In these circumstances, the transportation department will attempt to promptly process the request. It cannot be guaranteed that transportation will be provided. Bus Transportation requests are processed on a first come first serve basis.

The Application for Bus Transportation must include school/department, destination, time, passenger count and principal, director or administrative signature. If the trip is out of state or overnight, board approval must be obtained prior to submitting the request. Bus Transportation requests are processed on a first come first serve basis. It cannot be guaranteed that transportation will be available on any date requested.

Field trip assignments will be rotated based on a seniority list of permanent Transportation Employees who have School Bus driving in their job duties, and that have signed up for field trips at the yearly in-service meeting. Assignments shall be assigned in accordance with the most current negotiated and approved CSEA Master Agreement.

**a. Rotation Lists**

There will be two field trip rotation lists:

1. Week day trips
2. Week-end trips

Week day trip defined:

A scheduled bus trip Monday through Friday excluding Holidays.

Week-end/Holiday trips defined:

A scheduled bus trip scheduled on week day holiday and non-holiday and holiday weekends.

**b. Hazardous and/or Long-Distance Driving**

Certain extra trips may require hazardous and/or long-distance driving. These trips may only be assigned to drivers demonstrating proficiency in the geographic areas (mountain terrain, high population density, etc.), and/or the equipment (type of bus, type of transmission, etc.). For such trips, proficiency will be determined by the director of transportation or designee and/or a Driver/Trainer/Dispatcher based on proficiencies documented in drivers training files.

**School-Related Trips**c. Driving Prevented by Law

If a permanent driver commits to an extra-curricular trip which is scheduled to end by a time which allows for eight (8) consecutive hours before their next scheduled work day but because of unforeseen circumstances, the trip does not end in time to meet this legal requirement, the driver shall not be required to report to duty until the eight (8) consecutive hour criteria has been met. Such circumstance must be reported to the Transportation Department immediately. The driver may be paid and work their full contracted hours with a variation of schedule for that day.

d. Training

The District will provide sufficient training for drivers to become qualified to drive all District busses. In addition, the District will provide paid time to all drivers in order to comply with state regulations for certification, re-certification and First Aid.

e. Safety Information

Prior to departure of a School Bus/Charter Bus Trip Driver shall review the following information with all passengers prior to departure:

- Emergency Exit location and operation (**must remain unlocked with vehicle is in use**)
- Location of Emergency equipment

4. Student Drivers

Students shall not drive themselves to or from school related events without express written permission from the parent or guardian of the student. Students will drive themselves only to events within the geographic boundaries of the school district. Under no circumstance shall students drive other students to school related events.

5. Bicycles

Students may transport themselves to school events within the geographic boundaries of the district by bicycle only with completion of a parent waiver form signed by the parent or guardian of the student. Student shall wear all required safety gear as required by law when operating their bicycle.

6. Parades

Parades are recognized as a special circumstance for transporting students. Vehicle codes allow that when appropriate permits have been approved, roads may be closed and designated a parade route. These designated routes limit speeds to less than 6 (six) miles per hour and allow for other safety standards.

**School-Related Trips**

Transportation of students in parades will be dealt with on a case by case basis with safety standards regulated by the site principal. Passengers will not occupy vehicle compartments not designed for passengers or cargo.

All student parade participants shall have a parent permission form signed by parents or guardians prior to the event

**C. Forms used and Additional References**

- a) Vehicle Use Form (for both district vehicles)
- b) Use of Private Vehicle in Transporting Pupils (non-district vehicle use)
- c) Volunteer Driver Information Form
- d) Authorization for release of driver record information
- e) Vehicle Inspection Report
- f) Repair Request Form
- g) Field Trip Request Form
- h) Volunteer Application

**E. Reports Required**

J-141

**F. Record Retention**

Transportation Office

**G. Responsible Administrative**

Unit Business Services

**H. Approved By**

Assistant Superintendent for Business Services



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** May 22, 2020  
**SUBJECT:** **Acknowledge Receipt of Administrative Regulation 1330.1 Community Rental of School District Facilities (First Reading)**

**BACKGROUND:** Based on years of interactions with multiple outside facility users, procedures have been added in response to issues as they have been identified, Tracy Unified School District has developed a comprehensive administrative regulation governing rental of school facilities.

**RATIONALE:** The need for additional revisions were identified during the course of the 2019-20 school year. Recommended deletions are stricken through. Recommended additions are printed in red. The revisions also include a recommended 5% increase in personnel related fees to reflect a two-year negotiated increase in employee costs.

**FUNDING:** This policy and administrative regulation will have no impact on funding.

**RECOMMENDATION:** Acknowledge Receipt of Administrative Regulation 1330.1 Community Rental of School District Facilities (First Reading).

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



**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent for Educational Services  
**DATE:** June 1, 2020  
**SUBJECT:** **Approve the Tracy Independent Study Charter School Application for CalSTRS Activation**

**BACKGROUND:** On December 10, 2019 the Board of Trustees approved a petition for the establishment of the Tracy Independent Study Charter School. Element K of that petition indicated that eligible employees at the Charter School shall participate in the State Teachers' Retirement System ("CalSTRS"). In order to participate in CalSTRS, a new charter school must submit an application for Activation into the system. This application includes a Completed Charter School Profile Summary, a Pre-Tax Resolution Form and a copy of the approved charter petition.

**RATIONALE:** When proposing the Charter School, the Tracy Unified School District staff determined that participation in CalSTRS was essential to attracting high-quality teaching candidates and is consistent with the current Collective Bargaining Agreement and, hence, included language in the charter indicating that the Charter School would participate in CalSTRS. Submission of this Application is required for participation in CalSTRS. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** Not applicable.

**RECOMMENDATION:** Approve the Tracy Independent Study Charter School Application for CalSTRS Activation.

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

# Charter School Application for CalSTRS Activation

ES1026 (NEW 05/16)

# CALSTRS®

California State Teachers' Retirement System  
P.O. Box 15275, MS 17  
Sacramento, CA 95851-0275  
800-228-5453  
CalSTRS.com

## Instructions

Prior to submitting contributions to CalSTRS, charter school must complete and submit the *Charter School Application for CalSTRS Activation* (ES1026) packet. Please complete all the following sections and the required documents. Email completed *Charter School Application for CalSTRS Activation* (ES1026) packet to [CharterSchoolQuestions@CalSTRS.com](mailto:CharterSchoolQuestions@CalSTRS.com).

## Section 1-A: Charter School Profile Summary

ORGANIZATION NAME (CHARTER SCHOOL NAME)	CHARTER SCHOOL NUMBER (SBE 4-digit no.):
Tracy Independent Study Charter	2090
CORPORATION NAME (if applicable):	<input type="checkbox"/> Non Profit <input type="checkbox"/> For Profit
CHARTERING AUTHORITY: Tracy Unified School District	
LOCAL SCHOOL DISTRICT: Tracy Unified School District	COUNTY: San Joaquin County
SCHOOL START DATE: 8/1/2020	CALSTRS COVERAGE EFFECTIVE DATE: 7/1/2020
PRE-TAX CONTRIBUTIONS EFFECTIVE DATE: (reference: EPMC form) 7/1/2020	CHARTER TERM FISCAL YEAR PERIOD: (reference: Charter Petition/MOU/Board Minutes) FROM: 7/1 TO: 6/30
CONTACT NAME and TITLE: Tania Salinas, Director of Assessment and Accountability	
CONTACT TELEPHONE: (209) 830-3275	CONTACT E-MAIL ADDRESS: Tsalinas@tusd.net
MAILING ADDRESS: 1875 W. Lowell Ave.	
CITY, STATE and ZIP CODE: Tracy, Ca. 95376	



OFFICIAL SIGNATURE

SIGNATURE DATE

## Section 1-B: CalSTRS Contributions Report Structure

To be completed by the County Office of Education (COE) or the Authorizing District

Please select transmittal and data reporting structure of CalSTRS Contributions

<input type="checkbox"/> COE Report Unit ID (combined with authorizing COE)	Organization Code (RU ID# XX-XXX)
<input type="checkbox"/> School District Report Unit ID (combined with authorizing School District)	
<input type="checkbox"/> Charter School District Report Unit ID (combined with charter schools of the same corporation located within the same county)	
<input type="checkbox"/> New Report Unit ID (Independent from Charter School District, COE and School District)	



# Charter School Application for CalSTRS Activation



continued

## Section 2: EPMC – Employer Paid Member Contributions Resolution

- **School Board** - Charter School's School Board or the authorizing School District's School Board.
- **County Superintendent of Schools** - County Office of Education (COE).
- **Charter School** - Charter School Name.

Whereas, the Tracy Unified School District \_\_\_\_\_ School Board  
[ \_\_\_\_\_ San Joaquin \_\_\_\_\_ County Superintendent of Schools] has the authority to implement the provisions of Internal Revenue Code (IRC) section 414(h)(2); and

Whereas, the Teachers' Retirement Board of the California State Teachers' Retirement System (CalSTRS) adopted its resolution of IRC section 414(h)(2) on May 17, 1985; and

Whereas, the Internal Revenue Service has stated on August 27, 1985, that the implementation of the provisions of IRC section 414(h)(2) pursuant to the resolution of the Teachers' Retirement Board would satisfy the legal requirements of IRC section 414(h)(2); and

Whereas, the \_Tracy Unified School District \_\_\_\_\_ School Board  
[ \_\_\_\_\_ San Joaquin \_\_\_\_\_ County Superintendent of Schools] has determined that even though the implementation of the provisions of IRC section 414(h)(2) is not required by law, the tax benefit offered by IRC section 414(h)(2) should be provided to its employees who are members of CalSTRS.

NOW, THEREFORE, BE IT RESOLVED:

- I. That the \_Tracy Unified School District \_\_\_\_\_ School Board  
[ \_\_\_\_\_ San Joaquin \_\_\_\_\_  
County Superintendent of Schools] will implement the provisions of IRC section 414(h)(2) by making employee contributions to CalSTRS on behalf of its employees who are members of CalSTRS. "Employee contributions" shall mean those contributions to CalSTRS which are deducted from the salary of employees and are credited to individual employees' accounts.
- II. That the contributions made by the Tracy Independent Study \_\_\_\_\_ Charter School  
[ \_\_\_\_\_ San Joaquin \_\_\_\_\_ County Superintendent of Schools] to CalSTRS, although designated as employee contributions, are being paid by the \_Tracy Independent Study \_\_\_\_\_ Charter School [ \_\_\_\_\_ San Joaquin \_\_\_\_\_ County Superintendent of Schools] in lieu of contributions by the employees who are members of CalSTRS.
- III. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the \_Tracy Independent Study \_\_\_\_\_ Charter School  
[ \_\_\_\_\_ San Joaquin \_\_\_\_\_ County Superintendent of Schools] to CalSTRS.

# Charter School Application for CalSTRS Activation

CALSTRS®

continued

## Section 2: EPMC Resolution (continued)

IV. That the \_\_\_ Tracy Independent Study \_\_\_\_\_ Charter School [ \_\_\_\_\_ San Joaquin \_\_\_\_\_

County Superintendent of Schools] shall pay to CalSTRS the contributions designated as employee contributions from the same source of funds as used in paying salary.

V. That the Amount of the contributions designated as employee contributions and paid by the \_\_\_\_\_ Tracy Independent Study \_\_\_\_\_ Charter School [ \_\_\_\_\_ San Joaquin \_\_\_\_\_

County Superintendent of Schools] to CalSTRS on behalf of an employee shall be the entire contribution required of the employee by the Teachers' Retirement Law (California Education Code sections 22000 et seq.).

VI. That the contributions designated as employee contributions made by \_\_\_ Tracy Independent Study \_\_\_\_\_ Charter School [ \_\_\_\_\_ San Joaquin \_\_\_\_\_ County Superintendent of Schools] to CalSTRS shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by CalSTRS.

VII. That the \_\_\_ Tracy Independent Study \_\_\_\_\_ Charter School [ \_\_\_\_\_ San Joaquin \_\_\_\_\_

County Superintendent of Schools] shall make no contributions designated as employee contributions until CalSTRS has developed and implemented procedures for administering the provisions of IRC section 414(h)(2) and until CalSTRS has officially notified the \_\_\_ Tracy Independent Study \_\_\_\_\_ Charter School [ \_\_\_\_\_ San Joaquin \_\_\_\_\_ County Superintendent of Schools] that it will accept contributions pursuant to IRC section 414(h)(2).

EPMC RESOLUTION EFFECTIVE DATE:  
(must be the same as CalSTRS coverage effective date)

7/1/2020

DATE ADOPTED BY THE SCHOOL BOARD:

OFFICIAL'S NAME and TITLE:

Tania Salinas, Director of Assessment and Accountability, Tracy Unified School District



OFFICIAL'S SIGNATURE

SIGNATURE DATE

## Section 3: Charter Petition

Attach a copy of current and approved charter school petition with this packet.

CHARTER PETITION DATE:

11/12/19

REFERENCE PAGE #:

1

CHARTER TERM FISCAL YEAR PERIOD:

7/1 - 6/30

REFERENCE PAGE #:

59

RETIREMENT BENEFITS:

☒ CalSTRS ☒ Social Security ☒ Other Retirement

REFERENCE PAGE #:

52



# Charter School Application for CalSTRS Activation



continued

## Section 4: Support Documents (optional or upon request by CalSTRS)

Support documents are requested to confirm charter petition amendments on retirement benefits, charter term effective dates, EPMC resolution effective dates, or other significant dates and information requiring clarification from Charter School or Charter School Board.

Support documents must be complete with Officials' Signatures and Dates.

Please select support document(s) submitted with this packet.

- ☐ Board Approved Minutes
- ☐ Memorandum Of Understanding (MOU)
- ☐ Other (please specify) \_\_\_\_\_

# Charter School CalSTRS Activation – Instructions

## CalSTRS Offers Retirement Benefits to Charter Schools

Charter schools have the unique ability to decide whether to provide CalSTRS benefits and services to their employees.

CalSTRS offers the following benefits to members:

- Defined Benefit Program
- Defined Benefit Supplement Program
- Pension2®, a voluntary supplemental savings plan
- Cash Balance Benefit Program

## Criteria for a Charter School to Elect CalSTRS

During the initial writing of a charter petition, the school can elect to participate in the State Teachers' Retirement Plan administered by CalSTRS to provide retirement benefits for their employees.

Charter schools must meet the following criteria to participate in CalSTRS retirement programs:

- Recognized as a public charter by the California Department of Education
- Elect participation in CalSTRS and enroll eligible employees
- Submit a completed Charter School CalSTRS Activation (ES1026) packet to CalSTRS confirming participation before reporting contributions
- Report contributions to CalSTRS via school district or county office of education

## Laws in California Education Code for Charter Schools

- California Education Code section 47605: Provides a charter school the option of participating in CalSTRS, CalPERS or Social Security.
- California Education Code section 47611: Informs charter schools that participation in CalSTRS means that all parts of the Teachers' Retirement Law apply to them in the same manner as to other public schools.
- California Education Code section 47611.3: Requires school districts of County Offices of Education to report contributions and data to CalSTRS on behalf of charter schools.

## Required Documents from Charter Schools Electing CalSTRS

Prior to accepting contributions, CalSTRS requires a completed Charter School CalSTRS Activation (ES1026) packet consisting of the following documents:

- ☒ Section 1-A: Completed Charter School Profile Summary
- ☒ Section 1-B: Reporting Structure of CalSTRS Data and Contributions
- ☒ Section 2: Completed Pre-Tax Resolution Form - Employer Paid Member Contributions (EPMC)
- ☒ Section 3. Copy of Approved Charter School Petition
- ☒ Section 4. Other Support Documents: Approved Board Minutes or MOU

Email completed Charter School CalSTRS Activation (ES1026) packet to [CharterSchoolQuestions@CalSTRS.com](mailto:CharterSchoolQuestions@CalSTRS.com).



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** May 22, 2020  
**SUBJECT:** **Adopt Resolution 19-33, 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 19-33, Authorizing the Elimination of Certain Classified Positions due to Lack of Work or Lack of Funds.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 19-33**

**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 August 8, 2020 due to lack of work or lack of funds:

- a. Eliminate five (5) 6 hour/10 month IEP Para Educator positions
- b. Eliminate one (1) 4 hour/10 month IEP Para Educator position
- c. Eliminate one (1) 6.5 hour/10 month Para Educator II position

**NOW, THEREFORE, BE IT RESOLVED** that as of the close of the business day on August 8, 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 June 9, 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:** May 22, 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.

Jessica Lockard, Kimball High School, Biology  
Brandon Red, Tracy High School, English  
Tara Rodriguez, Williams Middle School, SDC 7/8

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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

**ATTEST:**

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** June 1, 2020  
**SUBJECT:** **Adopt Resolution 19-32, 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 19-32, Authorizing the Elimination of Certain Classified Positions due to Lack of Work or Lack of Funds.

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





**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 19-32**

**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 August 8, 2020 due to lack of work or lack of funds:

- a. Eliminate six (6) 8 hour/12 month Custodian I positions
- b. Eliminate one (1) 6 hour/12 month Custodian I position
- c. Eliminate one (1) 8 hour/12 month Maintenance Custodian position
- d. Eliminate one (1) 3 hour/10 month School Security Person position
- e. Eliminate three (3) 8 hour/10 month School Security Person positions
- f. Eliminate one (1) 8 hour/12 month Utility Person II position
- g. Eliminate one (1) 3 hour/12 month Utility Person II position
- h. Eliminate one (1) 8 hour/12 month Maintenance Specialist (HVAC) position
- i. Eliminate two (2) 8 hour/12 month Maintenance Mechanic positions
- j. Eliminate one (1) 8 hour/12 month Mechanic position
- k. Eliminate one (1) 4 hour/12 month Secretary to the Director of Maintenance, Operations, and Transportation (MOT) position
- l. Eliminate one (1) 4 hour/12 month Secretary to the Director of Maintenance, Operations, and Transportation (Transportation) position
- m. Eliminate one (1) 8 hour/12 month Receptionist, District Education Center position
- n. Eliminate six (6) 8 hour/10 month High School Administrative Secretary positions
- o. Eliminate two (2) 8 hour/10 month High School Attendance Clerk positions
- p. Eliminate one (1) 7 hour/10 month High School Attendance Clerk position
- q. Eliminate one (1) 3 hour/10 month Clerk Typist I position
- r. Eliminate one (1) 4 hour/10 month Clerk Typist I position
- s. Eliminate one (1) 6 hour/10 month Clerk Typist I position
- t. Eliminate one (1) 6 hour/10 month Clerk Typist II position
- u. Eliminate one (1) 8 hour/12 month Clerk Typist II position
- v. Eliminate one (1) 2 hour/10 month Clerk Typist II position
- w. Eliminate one (1) 5 hour/10 month Computer Software Technician position
- x. Eliminate three (3) 6 hour/10 month Career Education Technician positions
- y. Eliminate one (1) 3 hour/10 month School Site Budget Clerk position
- z. Eliminate two (2) 8 hour/12 month School Site Business Manager positions
- aa. Eliminate nine (9) 8 hour/10 month Parent Liaison positions

- bb. Eliminate one (1) 7 hour/10 month Translator/Clerk Typist position
- cc. Eliminate one (1) 8 hour/12 month District Truancy Officer position
- dd. Eliminate one (1) 3 hour/10 month Para Educator I Kindergarten position
- ee. Eliminate two (2) 3.5 hour/10 month Bilingual Para Educator I positions
- ff. Eliminate four (4) 3 hour/10 month Bilingual Para Educator I positions
- gg. Eliminate one (1) 2 hour/10 month Bilingual Para Educator I position
- hh. Eliminate two (2) 6 hour/10 month Bilingual Para Educator I positions
- ii. Eliminate nineteen (19) 6 hour/10 month Para Educator I positions
- jj. Eliminate two (2) 5.75 hour/10 month Para Educator I positions
- kk. Eliminate nineteen (19) 3 hour/10 month Para Educator I positions
- ll. Eliminate seven (7) 4 hour/10 month Bilingual Para Educator I positions
- mm. Eliminate one (1) 5.5 hour/10 month Bilingual Para Educator I position
- nn. Eliminate one (1) 6.75 hour/10 month Para Educator I position
- oo. Eliminate one (1) 5 hour/10 month Para Educator I position
- pp. Eliminate one (1) 5 hour/10 month Bilingual Para Educator I position
- qq. Eliminate three (3) 6.5 hour/10 month Bilingual Para Educator I positions
- rr. Eliminate one (1) 8 hour/10 month Bilingual Para Educator I position
- ss. Eliminate one (1) 8 hour/10 month Para Educator II position
- tt. Eliminate six (6) 4 hour/10 month Para Educator I positions
- uu. Eliminate one (1) 3.8 hour/19 per week/10 month Para Educator I position
- vv. Eliminate two (2) 3.5 hour/10 month Para Educator I positions
- ww. Eliminate four (4) 3 hour/10 month – 4 day per week Para Educator I positions
- xx. Eliminate one (1) 3.25 hour/10 month Para Educator I position
- yy. Eliminate two (2) 4 hour/10 month Secretary to Prevention Services positions
- zz. Eliminate one (1) 8 hour/12 month Personnel Technician position
- aaa. Eliminate one (1) 8 hour/12 month Secretary to the Director of Curriculum and Continuous Improvement position
- bbb. Eliminate six (6) 20 hours/week K-8 Library Technician positions
- ccc. Eliminate one (1) 8 hour/12 month Secretary to the Director of Staff Development position
- ddd. Eliminate one (1) 8 hour/10 month Adult School Registrar/Testing Technician position

**NOW, THEREFORE, BE IT RESOLVED** that as of the close of the business day on August 8, 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 June 9, 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

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** June 3, 2020  
**SUBJECT:** **Adopt Resolution No. 19-36 Authorizing the Elimination of Certain Certificated Management Positions Due to Lack of Work or Lack of Funds**

**BACKGROUND:** Pursuant to the budgetary needs of the District, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to eliminate certain certificated management positions due to lack of work or lack of funds. The elimination of the positions are part of the budget cuts to keep the District fiscally solvent.

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

**RECOMMENDATION:** Approve Resolution No. 19-36, Authorizing the Elimination of Certain Certificated Management Positions Due to Lack of Work or Lack of Funds.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 19-36  
RESOLUTION FOR A REDUCTION IN CERTIFICATED MANAGEMENT POSITIONS DUE TO  
LACK OF WORK/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 June 3, 2020 due to lack of work or lack of funds:

- a. Eliminate one (1) Math Coordinator Position
- b. Eliminate one (1) Director of Assessment and Accountability Position
- c. Eliminate two (2) Elementary School Assistant Principal Positions

**NOW, THEREFORE, BE IT RESOLVED** that as of the close of the business day on June 30, 2020, the above referenced certificated management positions shall be eliminated.

**ADOPTED** by the Governing Board of Tracy Unified School District on June 9, 2020 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

Attested:

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

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