

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
SEPTEMBER 14, 2021

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

TUSD board meetings are held in person. Masks are required.

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

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

A G E N D A

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

3.2 Educational Services:
3.2.1 Approve Funding for Compensatory Education Services and Attorney Fee for Student Per Confidential Settlement Agreement
Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __
3.2.2 Approve Attorney Fee Pursuant to Confidential Settlement Agreement for 2021-2022 School Year
Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __
3.2.3 Reinstatements: AR21-22/#01, AR21-22/#02, AR21-22/#03
Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __
3.2.4 Finding of Facts: 21/22#01, 21/22#02, 21/22#03, 21/22#04
Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __

3.3 Human Resources:
3.3.1 Consider Non-Paid Leave of Absence for Classified Employee #UCL-403, Pursuant to Article XXIII
Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __
3.3.2 Consider Paid and Non-Paid Leave of Absence for Classified Employee #UCL-404, Pursuant to Article XXIII
Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __ | |

- 3.3.3** Consider Settlement Agreement With Classified Substitute Employee
Action: Motion__ ; Second __. **Vote:** Yes __ ; No __ ; Absent__ ; Abstain __
- 3.3.4** Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion __ ; Second __. **Vote:** Yes __ ; No __ ; Absent __ ; Abstain __
- 3.3.5** Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

- 6a** Report Out of Action Taken on Approve Funding for Compensatory Education
3.2.1 Services and Attorney Fee for Student Per Confidential Settlement Agreement
Action: **Vote:** Yes __ ; No __ ; Absent__ ; Abstain __
- 6b** Report Out of Action Taken on Approve Attorney Fee Pursuant to Confidential
3.2.2 Settlement Agreement for 2021-2022 School Year
Action: **Vote:** Yes __ ; No __ ; Absent__ ; Abstain __
- 6c** Report Out of Action Taken on Reinstatements: AR21-22/#01, AR21-22/#02,
3.2.3 AR21-22/#03
Action: **Vote:** Yes __ ; No __ ; Absent__ ; Abstain __
- 6d** Report Out of Action Taken on Finding of Facts: 21/22#01, 21/22#02, 21/22#03,
3.2.4 21/22#04
Action: **Vote:** Yes __ ; No __ ; Absent__ ; Abstain __
- 6e** Report Out of Action Taken on Consider Non-Paid Leave of Absence for
3.3.1 Classified Employee #UCL-403, Pursuant to Article XXIII
Action: **Vote:** Yes __ ; No __ ; Absent__ ; Abstain __
- 6f** Report Out of Action Taken on Consider Paid and Non-Paid Leave of Absence
3.3.2 for Classified Employee #UCL-404, Pursuant to Article XXIII
Action: **Vote:** Yes __ ; No __ ; Absent__ ; Abstain __
- 6g** Report Out of Action Taken on Consider Settlement Agreement With Classified
3.3.3 Substitute Employee
Action: **Vote:** Yes __ ; No __ ; Absent__ ; Abstain __

7. Approve Regular Minutes of August 24, 2021

1-6

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:

- 9.1** Villalovoz Elementary School Presentation
9.2 North School Presentation

10. Information & Discussion Items: An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report on COVID 19 Updates

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

12. PUBLIC HEARING: None.

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

Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain___.

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

13.1 Administrative & Business Services:

- | | | |
|---------------|---|-------------|
| 13.1.1 | 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 | 7-8 |
| 13.1.2 | Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2021/22 School Year | 9-10 |

13.2 Educational Services:

- | | | |
|---------------|--|--------------|
| 13.2.1 | Approve Agreement for Special Contract Services with Mira Via LLC to Provide Professional Development to Teacher-Leaders for the 2021-22 and 2022-23 School Years | 11-17 |
| 13.2.2 | Approve Memorandum of Understanding (MOU) Between Tracy Unified School District (TUSD) and the San Joaquin County Office of Education (SJCOE) to Provide Universal Design for Learning (UDL) and Co-Teaching Professional Development and Coaching for the 2021-2022 School Year | 18-19 |
| 13.2.3 | Ratify Contract for Services with KidzJet, Inc. for Transportation Services for Special Education Students for the 2021-2022 School Year | 20-29 |
| 13.2.4 | Approve Agreement with the Child Abuse Prevention Council of San Joaquin (CAPC) to Provide Infant and Child Care Services on the Stein/Duncan Russell Campus for the 2021-2022 School Year | 30-34 |
| 13.2.5 | Approve Revised School Site Plan and Budget for South/West Park School for the Remainder of the 2021-2022 School Year (Separate Cover Item) | 35 |
| 13.2.6 | Approve Agreement for Contract Services for SJCOE Language & Literacy Department to provide 6 days of Professional Development on ELA/ELD Framework and ELD Standards at South/West Park Elementary | 36-40 |

- 13.2.7** Approve Purchase for Scholastic Magazines for Williams Middle School to provide supplemental resources for Math, Science and ELA/ELD for the 2021-2022 School Year **41-43**

13.3 Human Resources:

- 13.3.1** Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment **44-46**
- 13.3.2** Approve Classified, Certificated, and/or Management Employment **47-51**
- 13.3.3** Approve a Variable Term Waiver for Multiple Subject Teacher **52-53**
- 13.3.4** Approve Agreement for Special Contract Services with John Ford and Associates **54-57**

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

14.1 Administrative & Business Services:

- 14.1.1** Approve the Unaudited Statement of Receipts and Expenditures for the 2020-2021 Fiscal Year (Separate Cover Item) **58**
- Action:** Motion___; Second___, **Vote:** Yes ___; No___; Absent___; Abstain___.
- 14.1.2** Adopt Resolution #21-02, Recertifying the Appropriation "Gann" Limits for the 2020/21 School Year for Tracy Joint Unified School District **59-60**
- Action:** Motion___; Second___, **Vote:** Yes ___; No___; Absent___; Abstain___.
- 14.1.3** Consider Claim No. 596032 **61**
- Action:** Motion___; Second___, **Vote:** Yes ___; No___; Absent___; Abstain___.

14.2 Educational Services:

- 14.2.1** Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2021-2022 School Year **62-64**
- Action:** Motion___; Second___, **Vote:** Yes ___; No___; Absent___; Abstain___.

14.3 Human Resources:

- 14.3.1** Approve Temporary Increase to Certificated Substitute Rates of Pay for the 2021-2022 School Year **65-66**
- 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** September 28, 2021
- 17.2** October 12, 2021
- 17.3** October 26, 2021
- 17.4** November 9, 2021

17.5 December 14, 2021

18. Upcoming Events:

18.1	October 25, 2021	No School, P/T Conferences
18.2	November 11-12, 2021	No School, Veterans' Day
18.3	November 22-26, 2021	No School, Thanksgiving Break
18.4	December 20-31, 2021	No School, Winter Break

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, August 24, 2021**

- 6:45 PM:** 1-3. President Kaur called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, N. Erskine, Z. Hoffert, S. Kaur
Absent: A. Blanco, L. Souza
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry
- 7:06 PM** 5. President Kaur called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6. No Action taken.
- Minutes:** 7. **Approve Regular Minutes of August 10, 2021.**
Action: Abercrombie, Erskine. **Vote:** Yes-4; No-0; Absent-2(Blanco, Souza); Abstain-1(Kaur)
- Visitors:** L. Mendez, S. Wallace, B. Hoffert, M. Stagnaro, M. Arreola, J. Nott
- Student Rep Reports:** 8.1 **Tracy High:** Iliana Cashen reported that students are so glad to be back. Activities started over the summer. The first event was Link Crew. They help welcome freshman and tell them about the school. On August 6th they held the orientation and it was a blast. The Day was filled with spirit games, music and pizza. She could not understate how nice it is to work in person with classmates and teachers. Senior Sunrise was held on August 16th at 6:00a.m. with donuts and music. Last Friday was the annual kickoff football game against Kimball High. There was a lot of spirit. This Friday is the first home game of the season and they will have back to school rally with extreme green and gold and an outside back-to-school dance. Students are grateful and fortunate to be back in person.
- West High:** Lilly Banchemo and Kaitlyn Durant summer was full of prep for the new school year. They had many workshops to get ready for freshman orientation. They participated in games and music and had fun meeting fellow classmates. The traditional red-carpet welcome started off the new school year. Covid measures has many obstacles but still had first ever outside back to school dance. The dance floor was fired up and they had surprise sparklers. At the end of night football players came. They jumped into rush week and got over 400 students to join clubs. The Pack will be brought back to life again. The tradition of football players running through the Wolf Pack helmet served as the start of the new season and new memories. The last 2 weeks have been non-stop. Students started preparing for homecoming and started flower parties. Senior Sunrise is this Friday and will have the first tailgate since 2019. There will be Kona Ice, a video game truck and fun activities.

Kimball High: Omed Akbari reported that junior and senior presentations from the counseling department will be broadcasted soon in classroom. They talk about graduation requirements and California colleges. Juniors and Seniors received letters about credits and to make sure they are on track for graduation. The Medical and Health Services Academy is for those students interested in going into the medical field. Officers were voted in last May. On July 27th MHSA freshman students were given survival packs of supplies and were sent out for breakfast groups while parents were given information. MHSA leadership officers escorted freshman to biology and health rooms and were shown crime scene fingerprinting, blood borne pathogens in the microscope, etc. They are working on recruiting local medical offices to invite our juniors and senior students to job shadow. In the Spring of 2020, students were shadowing orthodontic and veterinarian offices. They hope to expand that opportunity. Kickoff week included dress up days which included sports day, 90's and extreme orange and blue day. The first event was more fun than usual. The kickoff rally was held Friday and they have started planning for Homecoming. The night rally will be held on Wednesday with a carnival, dance and game on Friday. Last Friday, Kimball won over Tracy High. This was the first game of the season. This game is a jungle. The first volleyball game was last night, and games will be live streamed.

Alternative Ed Campus: Andrea Navarro a senior at Stein High. The Strategies for Academic Success class is a requirement for graduation. This helps students improve their abilities and employability. Students can participate in WIN, an after-school tutoring program. It stands for "What I Need Time. This is available Tuesday through Friday. Activities coming up includes Meet the Principal Breakfast where parents can meet the principal. They are looking forward to finalizing activities for attendance awareness and for Red Ribbon Week in October. After school clubs will include a Book Club. Students will complete a survey to determine what types of clubs students would like to have on campus.

Recognition & Presentations:

9.1 Central Elementary School Presentation

Principal, Nancy Link, presented a power point about social emotional learning. Many students are so excited to be at school, but others are anxious. The theme this year is kindness. Each day starts with words of wisdom. A 5th grader reads to the school which are sayings, quotes or multicultural things. Every student then recites their self-affirmation. All teachers are using Second Step in the classroom. She thanked the board and district for approving Valley Community Counseling and Sow a Seed on their campus. Students have reading goals and have read alouds and interactive learning. The 3rd grade teachers are doing daily temperature checks which is a game where they throw a ball to each other and say a one-word description of how they are feeling. There is also Warm-Hearted Wednesday with random acts of kindness. Students get stickers for their acts of kindness. Students are promoting kindness and helping each other.

Information & Discussion Items:

10.1 Administrative & Business Services: None.

Hearing of Delegations

11. Samantha Wallace teaches 6th grade at Williams. There is a sub shortage and have not hired all of our teachers. She is filling in almost every day. She is

interested in doing 120% but feels that is not being looked at seriously at the district level. She is supposed to have a co-teacher, but he was out last week. Subs are not accepting long terms because there is no incentive. She asked the district to work with the teachers to find solutions and to see that teachers get compensated correctly.

Lisa Mendez teaches at Monte Vista and is the TEA representative. She teaches 7th and 8th grade ELD on a regular basis but this year she is also filling in for 7th grade science and doing the prep and lesson planning because she is the mentor for the other science teacher. When she emailed people at the district level, she felt that they were not aware. They have six vacancies that are being covered by their staff. Subs are not willing to work. She has 2 students in college and could use the money. She wants students to have a familiar face. Four of the vacancies are in the SPED inclusion classrooms. Priority is going to the classes that don't have a warm body. The principal, assistant principal and counselor are working classrooms. In negotiations, things are being worked out and she appreciates that. They are still having difficulties finding teachers to lesson plan. The mandated coverage has expired for those that are not volunteering. When she sees kids not getting a quality education it is a problem. She is being mandated to come to a training for something she's been doing for 2 years. These trainings should happen after school hours. She thinks her sub will be called somewhere else. Students need consistency and so does she. It seemed to her that every few days subs are changed because if they stayed in a room too long, they would need to be paid more, but she thinks that has changed.

Sherry Wilson is here on behalf of another parent. Her student is no longer in TUSD and she doesn't fear retribution. There are some parents that feel that they cannot speak up on behalf of their child. The student is limited verbal and in the system. The SLP has said they have tried to work with them and provide tools such as assistive technology. Programs are expensive but these students need the ability to talk. Parents know what the limits are for their children, but they look to the district to bring out more with speech. Since her son is home they have been talking and doing more daily outings. Her son spoke to her today and understood which made her feel good. They understand body language. They look at eyes, smiles or frowns. She hopes that these students get more of a shot at assistive technology and hopes more of the SLPs can help children speak and have a voice.

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|------------------------|-------------|---|
| 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: On all items except those voted on separately below.
Abercrombie, Erskine.
Vote: Yes-5; No-0; Absent-2(Blanco, Souza)
Action: Item 13.1.3. Abercrombie, Erskine.
Vote: Yes-5; No-0; Absent-2(Blanco, Souza)
Action: Item 13.1.4. Abercrombie, Erskine.
Vote: Yes-5; No-0; Absent-2(Blanco, Souza)
Action: Item 13.1.6. Abercrombie, Alexander. |

Vote: Yes-5; No-0; Absent-2(Blanco, Souza)
Action: Item 13.2.1. Abercrombie, alexander.
Vote: Yes-3; No-2(Erskine, Hoffert) Absent-2(Blanco, Souza)
 Motion on Item 13.2.1 failed to pass.
Action: Item 13.2.3. Abercrombie, Alexander.
Vote: Yes-5; No-0; Absent-2(Blanco, Souza)
Action: Item 13.2.4. Abercrombie, Alexander.
Vote: Yes-5; No-0; Absent-2(Blanco, Souza)
Action: Item 13.2.6. Abercrombie, Alexander.
Vote: Yes-5; No-0; Absent-2(Blanco, Souza)
Action: Item 13.2.7. Abercrombie, Erskine.
Vote: Yes-5; No-0; Absent-2(Blanco, Souza)
Action: Item 13.2.8. Abercrombie, Erskine.
Vote: Yes-5; No-0; Absent-2(Blanco, Souza)
Action: Item 13.2.9. Abercrombie, Alexander.
Vote: Yes-5; No-0; Absent-2(Blanco, Souza)
Action: Item 13.2.11. Abercrombie, Erskine.
Vote: Yes-5; No-0; Absent-2(Blanco, Souza)

13.1 Administrative & Business Services:

- 13.1.1** Approve Accounts Payable Warrants (July, 2021)
(Separate Cover Item)
- 13.1.2** Ratify Routine Agreements, Expenditures and Notice of Completions
Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.3** Accept the Generous Donations from the Various Individuals,
Businesses, and School Site Parent Teacher Associations Listed Herein
with Thanks and Appreciation from the Staff and Students of the Tracy
Unified School District
- 13.1.4** Accept and Review the Status of School Connected
Organization/Booster Club Applications Submitted for the 2021/22
School Year
- 13.1.5** Approve Payroll Reports (July 2021)
- 13.1.6** Approve Revolving Cash Fund Reports (July 2021)

13.2 Educational Services:

- 13.2.1** Approve Agreement for Special Contract Services and Memorandum of
Understanding with San Joaquin County Office of Education, Language
and Literacy Department to Provide ELL/ELD Trainings to TUSD
Teachers and Staff for the 2021-2022 School Year
- 13.2.2** Approve Master Contract (MC) for Nonpublic Agency (NPA) 360
Degree Customer, Inc. for Speech & Language Pathologists (SLP),
Speech & Language Pathologist Assistants (SLPA), Occupational
Therapists (OT), Special Education Teachers and an American Sign
Language (ASL) Interpreter for the 2021-2022 School Year
(Separate Cover Item)
- 13.2.3** Approve Master Contract (MC) for Nonpublic, Nonsectarian School
(NPS) Services with Bayhill High School (Separate Cover Item)
- 13.2.4** Approve Master Contract for Special Contract Services with Charis
Youth Center for the 2021-2022 School Year (Separate Cover Item)
- 13.2.5** Approve Master Contract (MC) for Nonpublic, Nonsectarian Agency

(NPA) Services with Educational Professionals of Central California
(Separate Cover Item)

13.2.6 Approve Agreement for Special Contract Services with Valley Community Counseling for Licensed Marriage and Family Therapist for the 2021-2022 School Year (Separate Cover Item)

13.2.7 Approve Master Contract (MC) for Nonpublic, Nonsectarian Agency (NPA) Services with Speech Therapy and Accent Group Inc. (Separate Cover Item)

13.2.8 Approve Funding for VirtualJobShadow.com and Unique Learning System Online Platform

13.2.9 Ratify Master Contract (MC) for Nonpublic, Nonsectarian School Services with KidzJet, Inc. for Transportation Services for Special Education Students for the 2021-2022 School Year

13.2.10 Ratify Master Contract (MC) for Nonpublic Agency (NPA) ATX Learning for Special Education Teachers for the 2021-2022 School Year (Separate Cover Item)

13.2.11 Ratify Master Contract (MC) for Nonpublic, Nonsectarian School Services with Anova Center for Education for the 2021-2022 School Year and Approve Attorney Fee Per Confidential Settlement Agreement (Separate Cover Item)

13.3 Human Resources:

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

13.3.2 Approve Classified, Certificated and/or Management Employment

13.3.3 Approve a Variable Term Waiver for Multiple Subject Teacher- Waive Basic Skills Requirement

13.3.4 Approve Paid Student Internship Agreement with University of Phoenix

Action Items:

14.1 Administrative & Business Services: None.

14.2 Educational Services:

14.2.1 Adopt Revised Board Policy 6158 Independent Study (Second Reading)

Action: Abercrombie, Alexander. **Vote:** Yes-5; No-0; Absent-2(Blanco, Souza)

14.2.2 Adopt Revisions for Written Master Agreement for the Tracy Unified School District Independent Study Charter School (TISCS) (Separate Cover Item)

Action: Abercrombie, Alexander. **Vote:** Yes-4; No-1(Hoffert); Absent-2(Blanco, Souza)

Board Reports:

Trustee Hoffert thanked the presenters and student representatives that spoke tonight and he appreciated hearing about the sub issue because he didn't know that. He wishes our football teams a successful and safe season. Trustee Erskine commented that tonight is an opportunity to acknowledge classified, certificated, management, students and families for their patience, compassion and willingness to be flexible in managing this disruptive pandemic. She thanked the teachers who have stepped up to other positions and thanked the district management staff and the classified who have kept us going. Trustee Alexander thanked students for their presentations. He also wanted to know why teacher conferences and trainings have to be in Las Vegas and why can't we have it somewhere other than Las

Vegas. If we do have conferences and trainings, they should come back and tell the board what they learned. He would like that this year. Trustee Abercrombie commented that his father passed away last week, and it caused him to do a lot of reflection. His father was a true man of character and treated everyone with respect and compassion. He has made statements in the past at board meetings that were inappropriate and other trustees have done the same. This is not the example that should be set as leaders and unfortunately the community has reacted in the same way. behavior has resulted in the same way. As elected officials, we anticipate being criticized however staff should not be attacked unjustly. He apologized if he offended anyone and hopes we can set a better example as leaders.

Trustee Hoffert left the meeting at 8:08 p.m. and did not return.

Trustee Kaur thanked all who came out tonight.

**Superintendent
Report:**

Dr. Stephens commented that he visited classrooms at Hirsch today and students were happy to be back. He will visit Central tomorrow. He is in his 38th year in education and these first two weeks of school have been most difficult. He expressed his appreciation to classified, certificated and management who went above and beyond to get us through. The shortages we are facing in substitute teachers won't get fixed overnight, but we have a plan. The superintendents in the entire county are expressing the same concerns. This is a crisis in our state and nation. Stockton Unified was short 85 teachers. Lastly, he is disappointed that Item #13.2.1 was not passed tonight. This would have helped some of the lowest achieving EL students and to not provide this training to those teachers is a disappointment.

Adjourn: 8:11 p.m.

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: August 27, 2021
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:

Freiler Elementary School:

1. Tracy Unified School District/Freiler Elementary School: From AdoptAClassroom.org for the amount of \$3,000.00. This donation will benefit the kindergarten and first grade classrooms at Freiler School. Each teacher will have a \$500 credit for the purchase of classroom supplies via the organizations online portal.
2. Tracy Unified School District/Freiler Elementary School: From the Nadar Gobind Foundation for the amount of \$1,605.57 (ck. #1005). This donation will be used to purchase classroom supplies for fourth and fifth grade classes.
3. Tracy Unified School District/Freiler Elementary School: From the Freiler Staff Parent Association (FSPA), 10 folding tables valued at \$595.27. These tables will benefit the staff and students of Freiler School.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From William and Celeste Koster for the amount of \$1,000.00 (ck. #1105). This donation is a contribution to the Arianna Koster Memorial Scholarship for the 2021/2022 school year.

West High School:

1. Tracy Unified School District/West High School: From the Merrill F. West High School JROTC Club for the amount of \$1,678.24 (ck. #12041). This donation will be used towards the JROTC marksmanship program.

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

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

RECOMMENDATION: Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District.

Prepared by: Dr. Rob Pécot, Associate Superintendent for Business Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: September 14, 2021
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2021/22 School Year**

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

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

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

RECOMMENDATION: Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2021/22 School Year.

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



2021/2022 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
Freiler Staff Parent Association	<i>Recommended for Approval</i>	<i>Current</i>
Hirsch PTO	<i>Approved</i>	<i>Current</i>
Jacobson Staff Parent Association	<i>Recommended for Approval</i>	<i>Current</i>
Jaguar Theatre Booster Club	<i>Approved</i>	<i>Current</i>
G.Kelly Parent Faculty Alliance	<i>Approved</i>	<i>Current</i>
KHS Athletic Booster Club	<i>Approved</i>	<i>Current</i>
KHS Music Boosters	<i>Recommended for Approval</i>	<i>Current</i>
KHS PTSA	<i>Approved</i>	<i>Current</i>
Poet Christian PTSA	<i>Approved</i>	<i>Current</i>
South West Park Parent Club	<i>Recommended for Approval</i>	<i>Current</i>
THS Baseball Booster Club	<i>Approved</i>	<i>Current</i>
THS Bulldog Band Booster Club	<i>Approved</i>	<i>Current</i>
THS Cheer/Dance Booster Club	<i>Approved</i>	<i>Current</i>
THS Football Booster Club	<i>Approved</i>	<i>Current</i>
THS Softball Booster Club	<i>Approved</i>	<i>Current</i>
THS Volleyball Booster Club	<i>Approved</i>	<i>Current</i>
Villalovoz Parent Facility Club	<i>Approved</i>	<i>Current</i>
WHS Homefield Advantage	<i>Recommended for Approval</i>	<i>Current</i>
WHS Music Boosters	<i>Approved</i>	<i>Current</i>
West High Science Boosters	<i>Approved</i>	<i>Current</i>

Revised 9/2/21



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Supt for Ed Services
DATE: August 24, 2021
SUBJECT: **Approve Agreement for Special Contract Services with Mira Via LLC to Provide Professional Development to Teacher-Leaders for the 2021-22 and 2022-23 School Years**

BACKGROUND: Tracy Unified has a long-standing history of providing on-going professional development throughout the school year for teacher-leaders. These teacher-leaders provide mentoring for TTIP and the Induction Program; others provide professional development on Early Release Mondays, Pre-Service Days, Buy-Back Days, and their sites. As we continue to grow and improve our professional development offerings, we recognize the need to provide training for teacher-leaders who are responsible for planning and delivering this professional development. This training will build the skills of teacher-leaders in mentoring and/or developing professional learning communities that interact skillfully to clarify goals, solve problems, and make decisions that will positively impact student learning.

RATIONALE: Laura Lipton with MiraVia LLC will provide Tracy Unified teacher-leaders who mentor with 2 days of “Mentoring Matters” training and teacher-leaders who lead professional development at the district or site level with 2 days of “Leading Groups” training for a total of 4 days of training over the 2021-22 and 2022-23 school years. The training will support teacher-leaders in building their skills for promoting adult learning and growth. Teacher leaders will leave the training with:

- Increased confidence and effectiveness in designing and managing teacher development
- Increased understanding of adult learners
- Skills for framing purposes, processes and outcomes in any professional learning
- An expanded repertoire of interactive stances for working with groups and individuals
- A verbal and non-verbal toolkit for effective group leadership

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

FUNDING: The total cost for the Professional Development training and materials is not to exceed \$20,000 and will be paid by District staff development funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Mira Via LLC to Provide Professional Development to Teacher-Leaders for the 2021-22 and 2022-23 School Years.

Prepared by: Erin Quintana, Director of Professional Learning and Curriculum.



CONSULTING AGREEMENT

Laura Lipton

THIS CONSULTING AGREEMENT is effective as of October 1, 2021 between Tracy Unified School District ("Client"), and Laura Lipton, Consultant.

1. Laura Lipton agrees to provide Client the consulting and/or training services which are identified and specified on ATTACHMENT A, on the dates and at the location(s) likewise identified on ATTACHMENT A.
2. Client agrees to pay Laura Lipton, within thirty (30) days of receipt of an invoice from Laura Lipton, all fees as identified in ATTACHMENT B.
3. Client understands and acknowledges that Laura Lipton is an independent contractor, (Federal ID # 08444 2599) and shall be fully and solely responsible for the payment of all taxes, royalties, insurance, and other corporate obligations of Laura Lipton.
4. Client agrees that it shall be solely responsible for ordering and paying for any training or other resource material(s) used by Client's employees in connection with Laura Lipton's training and/or consulting services, and shall be fully responsible for providing Laura Lipton, at no cost or expense to Laura Lipton, a facility adequate to allow provision of the consulting/training services identified in ATTACHMENT A.
5. Client may cancel this Consulting Agreement without penalty at any time on or prior to sixty (60) days before the date for Laura Lipton's performance of services as identified on ATTACHMENT A. Should Client cancel any of the dates for Laura Lipton's performance as identified in ATTACHMENT A less than sixty (60) days prior to the date of scheduled performance by Laura Lipton, but sooner than 15 days, Client shall be required to remit to Laura Lipton, payment equal to an amount of 50% of the contracted amount identified on ATTACHMENT B. Should Client cancel any of the dates for Laura Lipton's performance as identified in ATTACHMENT A on or less than sixty (60) days prior to the date of scheduled performance by Laura Lipton, but less than 15 days, Client shall be required to remit to Laura Lipton, payment equal to the full amount of the contracted amount identified on ATTACHMENT B.
6. Payment for services will be invoiced within 10 business days of service; including all original receipts for expenses. Payment is expected 30 days from receipt of invoice. Payments after 30 days shall accrue interest penalties.
7. The parties acknowledge and agree that ATTACHMENT A and ATTACHMENT B are integral parts of this Consulting Agreement.

By:

Consultant: _____

Laura Lipton

Date: _____

Client: _____ Date: _____
Tracy Unified School District

ATTACHMENT A
TO CONSULTATIVE AGREEMENT DATED September 1, 2021
Scope of services to be provided by Laura Lipton to
Tracy Unified School District

Title/ Dates of services:

Mentoring Matters – Advanced October 7, 2021; November 16, 2021 - Times
TBD

Advanced Leading Groups DATES/TIMES TBD

Location where services are to be provided: Virtual Training

ATTACHMENT B
Fees due

Mentoring Matters: 2 days @ 5,000/day = \$10,000.00
Advanced Leading Groups 2 days @ 5,000/day = \$10,000.00
Consulting/training including all planning and follow-up

TOTAL	\$ 20,000.00
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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 MiraVia, LLC., Laura Lipton, 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: Mentoring Matters- October 7, 2021 and November 16, 2021;
Leading Groups TBD 2022-2023 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 4 days () [] HOURS [X] DAYS, under the terms of this agreement at the following location Virtual.

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

- a. District shall pay \$5,000 per [] HOUR [X] DAY [] FLAT RATE, not to exceed a total of \$20,000. 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 \$_____ 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 October 1, 2021, and shall terminate on May 26, 2023.

5. This agreement may be terminated at any time during the term by either party upon 60 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, Erin Quintana, at (209)830-3232 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] **WILL** [☒] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: August 30, 2021
SUBJECT: **Approve Memorandum of Understanding (MOU) Between Tracy Unified School District (TUSD) and the San Joaquin County Office of Education (SJCOE) to Provide Universal Design for Learning (UDL) and Co-Teaching Professional Development and Coaching for the 2021-2022 School Year**

BACKGROUND: Board approval is requested for the Memorandum of Understanding (MOU) between the Tracy Unified School District (TUSD) and the San Joaquin County Office of Education (SJCOE) to provide professional development in Universal Design for Learning (UDL) and Co-teaching. UDL is a framework developed by CAST. It guides the design of learning experiences to proactively meet the needs of all learners. When UDL is utilized, it is assumed that barriers to learning are in the design of the environment, not in the student. UDL is based on brain science and evidence-based educational practices. It also leverages the power of digital technology. UDL is a powerful framework that will support the work that our district is doing with co-teaching and inclusion in our middle schools and high schools.

RATIONALE: Districts must offer a continuum of services including, when necessary, services and placement. 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 careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses will not be incurred for the duration of this school year. All services, coaching, preparation, and materials will be compensated through the California Coalition for Inclusive Literacy Grant.

RECOMMENDATION: Approve Memorandum of Understanding (MOU) Between Tracy Unified School District (TUSD) and the San Joaquin County Office of Education (SJCOE) to Provide Universal Design for Learning (UDL) and Co-Teaching Professional Development and Coaching for the 2021-2022 School Year.

Prepared by: Sean Brown, Director of Special Education.



**Memorandum of Understanding
San Joaquin County Office of Education and
Tracy Unified School District**

This agreement by and between SJCOE Continuous Improvement and Support hereinafter referred to as SJCOE/CIS and Tracy Unified School District, hereinafter referred to as TUSD, is for the purpose of providing Universal Design for Learning (UDL) and Co-Teaching Professional Development and Coaching for the 2021-2022 school year with a maximum of six participating schools.

The two parties, SJCOE/CIS and TUSD mutually agree to the following terms and conditions for the 2021-2022 school year.

I. SCOPE OF WORK

Four half-day Universal Design for Learning Trainings

Instructional Rounds, UDL Coaching and Lesson Design Support for 2021-2022 school year

This agreement will be in effect August 1 – June 30, 2022.

TUSD may cancel this agreement by July 30, 2021, without penalty.

II. COMPENSATION

All services, coaching, preparation, and materials will be compensated to SJCOE by the California Coalition for Inclusive Literacy Grant.

III. CERTIFICATION OF NON-EMPLOYEE STATUS

A. SJCOE certifies that at all times SJCOE/CIS is acting as an independent contractor and not as an employee of TUSD. TUSD agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and employees of SJCOE against any and all claims which may result from this agreement.

B. SJCOE agrees to make no claim against TUSD for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agree that SJCOE is not entitled to such benefits.

SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Connor Sloan

Connor Sloan, Director II
Continuous Improvement and Support
San Joaquin County Office of Education
07/27/2021

Date

Jane Steinkamp

Jane Steinkamp, Assistant Superintendent
Educational Services
San Joaquin County Office of Education
08/02/2021

Date

TRACY UNIFIED SCHOOL DISTRICT

Julianna Stocking

Julianna Stocking, Associate Superintendent
Educational Services
Tracy Unified School District
08/02/2021

Date

Warren Sun

Warren Sun, Division Director
Operations
San Joaquin County Office of Education
08/02/2021

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: August 30, 2021
SUBJECT: Ratify Contract for Services with KidzJet, Inc. for Transportation
Services for Special Education Students for the 2021-2022
School Year

BACKGROUND: Board approval is requested to add two additional locations for KidzJet, Inc. to transport students with special needs. The board approved transportation to Sierra Vista Child & Family Services (Kirk Baucher) on 8/24/21. Since that time, additional students have been identified and require transportation services for the 2021-2022 school year. The locations are: ANOVA (Concord), the School of the Blind (Fremont)/the School of the Deaf (Fremont).

RATIONALE: Districts must offer transportation of services including, when necessary, services to transport. 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 careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for these two new locations will not exceed \$450,000 for the 2021-2022 regular school year. Overall, transportation expenses through KidzJet, Inc. will not exceed \$700,000. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Contract for Services with KidzJet, Inc. for Transportation Services for Special Education Students for the 2021-2022 School Year.

Prepared by: Sean Brown, Special Education Director.



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

For School of Blind & DEAF.

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

As an agent of KIDZJET INC., I am acknowledging the above insurance requirements as an addendum to the agreement in place with Tracy Unified School District dated 8/30/2021.

BENNY CHHAPARWAL, CEO
Name Title

8/30/2021
Date

Transportation Agreement for the 2021-2022 School Year

This Transportation Agreement (“Agreement”) is a contract between KidzJet, Inc. (“KidzJet”) and **Tracy Unified School District** (“School”) by which KidzJet agrees to provide scheduled transportation services to School’s students pursuant to the following terms and conditions:

1. KidzJet agrees to provide transportation to and/or from the designated locations for the agreed upon dates of service. Pick up and drop off schedule is noted in item # 1. KidzJet transportation services shall be provided in accordance with California and local laws and regulations.
2. KidzJet represents that the transportation services provided pursuant to this contract are exempt from California Public Utilities Commission regulation pursuant to Public Utilities Code Section 226(b), which provides that “(b) ‘Passenger stage corporation’ does not include that part of the operations of any corporation or person engaged in the ownership, control, operation, or management of any passenger stage over any public highway in this state, whether between fixed termini or over a regular route or otherwise, engaged in the transportation of any pupils or students to and from a public or private school, college, or university, or to and from activities of a public or private school, college, or university, where the rate, charge, or fare for that transportation is not computed, collected, or demanded on an individual fare basis.”
3. KidzJet can outsource a portion of the services provided under this Agreement to a third-party, including KidzJet partners, on the condition that: a. KidzJet retains co-responsibility for all aspects of said third-party’s acts or omissions; b. the third-party fully complies with all applicable laws, regulations and ordinances; and c. the third-party carries the same types and levels of insurance as described in paragraph 9 below, and KidzJet provides School with copies of the policies as well as any riders or changes to the policies. It is KidzJet’s exclusive responsibility to ensure that it contracts with a third-party that the relationship is, in fact, a bona fide independent contractor, and neither the third-party nor those providing services through the third-party are serving as common law employees of School. The parties recognize that School is not in the business of providing transportation for its students to and from their residences and the school. KidzJet agrees to indemnify and hold the School harmless from any claim made by its third-party contractor as well as any employee of or contracting individual with the third-party.
4. KidzJet does not provide specialized equipment (such as special or adapted buses, lifts, and ramps), and may not be required to provide special transportation for a child with a disability under this Agreement.
5. KidzJet will strive to provide on-time services; however, under no circumstance shall KidzJet, its employees or its contractors transport School’s students in an unsafe or reckless manner or violate any driving laws or ordinances. Likewise, KidzJet’s drivers shall not use a cell phone or engage in text messaging while driving. If necessary to do

so, the driver must pull over in a safe manner and park the vehicle before using the phone or texting. KidzJet pick up and drop off time estimates are +/- 15 minutes of scheduled time(s) and can vary based on traffic flow and weather conditions, and thus are subject to change. Other contingencies like traffic congestions, accidents along the route and other students being late can also cause delays, which are beyond KidzJet control. KidzJet shall not be held responsible for such delays. KidzJet will inform the School administrator if there is a delay.

6. Seat belts or child restraint chairs are required for all passengers on KidzJet vehicles. KidzJet reserves the right to terminate transportation for any child that does not cooperate with the use of seat belts or car seats. All discipline problems shall be reported to the School in writing following completion of the route. Procedures and regulations for the administration of discipline shall be established cooperatively between the School and KidzJet.
7. Kidzjet is not liable for the health, safety or welfare of School's students once they are dropped at the agreed destination; however, Kidzjet shall not leave any student unattended.
8. Any damage to Kidzjet property/vehicle caused by a rider is the responsibility of the School.
9. COVID-19: Given COVID-19 outbreak, we require all riders and Kidzjet employees to follow safety guidelines published by State, County and CDC. These guidelines include:
 1. Personal Protective Equipment: It's required that all students and driver at all times are required to wear face coverings and proper personal protective equipment during ride and while getting in and out of the van.
 2. Kidzjet will require all students to follow CDC and local guidelines by keeping student home if they show symptoms of COVID-19. Kidzjet can check the rider temperature using infra-red electronic equipment. Kidzjet has the right to refuse ride to any student if they show symptoms of COVID-19 or refuse to follow the Kidzjet van rules.
 3. All students will be required to follow safe distancing. Student can only be seated in assigned seats and will not be allowed to move around during the ride.
 4. All students will follow safe distancing guidelines when getting in and out of the van.
 5. School and student will have responsibility to inform Kidzjet about any student/teacher if they test positive for COVID-19 or came in contact with someone who has been tested positive. Kidzjet will share the same information with the school about its employees.
 6. Students should only ride at their own risk knowing that they may be at the risk of exposure to COVID-19. These are unprecedented circumstances and Kidzjet is not liable for any damage whatsoever. Please refer to COVID-19 Waiver form. Only riders who have signed the waiver will be allowed to ride the van,

10. Insurance: KidzJet shall provide, pay for and maintain in effect during the term of this Agreement, insurance as follows: a. Workers Compensation as required by law to a minimum of \$1,000,000 per occurrence; b. General Commercial Liability and Property Damage Insurance in the minimum aggregate amount of \$ 2,000,000; c. Commercial Automobile Liability Insurance to a minimum of \$1,500,000 per occurrence. The policies shall not be claims-made. The policies shall provide for thirty (30) day written notice of cancellation or material change. Within five (5) days of the execution of this Agreement, KidzJet shall provide School with a certificate of such insurance policies on which School is named as additional insured. The obligation to carry insurance shall not limit or modify any other obligations assumed by KidzJet under this Agreement. School shall not be under any duty to examine such insurance certificate(s) or to advise KidzJet in the event the insurance is not in compliance with the terms of this Agreement. However, KidzJet shall provide School with current copies of all of the above insurance policies upon School's request, including any changes or riders to any of the policies.
10. Indemnification: To the fullest extent permitted by law, KidzJet shall indemnify and hold harmless, and at School's option, defend the School, and its Board of Trustees, employees, representatives, and agents from and against any and all suits, actions, legal proceedings, claims, demands, damages, losses and expenses including attorneys' fees, arising out of or resulting from the acts or omissions by KidzJet, including a claim, damage, loss or expense attributable to: (1) bodily injury, sickness, disease or death to any person, including the School's staff, KidzJet's employees, contractors, subcontractors, agents, representatives, guests or invitees; (2) injury to or destruction of property (including property of the KidzJet or the KidzJet's employees, contractors, subcontractors, agents, representatives, guests or invitees); (3) claims of liens from the KidzJet's employees, contractors, subcontractors, agents, representatives, guests or invitees; or (4) the presence of hazardous, toxic, or petroleum products resultant from the KidzJet's activities or the activities of the KidzJet's employees, contractors, subcontractors, agents, representative, guests or invitees, but only to the extent caused in whole or in part by acts or omissions of the KidzJet or the KidzJet's employees, contractors, subcontractors, agents, representatives, guests or invitees, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to any person or party described in this paragraph. Kidzjet agrees to comply with all requirements of federal, state or local law, ordinances rules or regulations and shall indemnify, defend and hold blameless the School from and against any liabilities or claims arising out of or from any alleged breach of such laws, ordinances, rules or regulations in the performance of KidzJet's services under this Agreement. The terms of this indemnity shall survive the expiration, or earlier termination, of this Agreement. Within five (5) days of the execution of this Agreement, the KidzJet shall provide the School with a certificate of such insurance policies as well as the policies if so requested by the School.

11. KidzJet represents and warrants that:

- a. KidzJet follows all California Public Utilities Commission and California Department of Motor Vehicles guidelines for children's transportation.
- b. All KidzJet drivers (i) go through a strict background check and registered with Trustline (the California state authorized screening program with access to fingerprinting records at the California Department of Justice and the FBI; (ii) are pre-screened and periodically tested for drugs and alcohol; (iii) hold clean driving records; (iv) are enrolled in the Pull Notice Program; (v) receive periodic safety training; (vi) will abide by the rules of the road; (vii) are periodically trained and tested on their understanding of the vehicles that they operate for KidzJet; (viii) are required to perform daily inspections; and (ix) are First Aid certified; and.
- c. KidzJet performs all of the above checks on its drivers before hiring and randomly throughout each driver's employment.

12. Management Personnel: KidzJet shall designate a permanent regular, manager/supervisor to be directly responsible for the provision of all services required in this contract. The manager/supervisor will be responsible for providing safe and efficient transportation services required by this Agreement and will supervise necessary support staff required for on-site management. This person shall work with ("School") Designee for purposes of service coordination. KidzJet shall inform the School of the name(s) and business address(s) of such management personnel.

13. Term of Agreement: The term of this Agreement shall coincide with the School's regular calendar school year, which initially is from **08/30/2021** through **06/03/2022**. The Agreement shall automatically terminate on **06/04/2022**, unless the parties expressly agree in writing to extend the Agreement for an additional year. Further extensions of this Agreement shall be subject to the parties agreeing in writing for each such extension on a year-by-year basis.

14. Termination: Either party may cancel this Agreement at any time by giving a 30-day written notice. School may terminate in lieu of notice by paying KidzJet the lesser of the equivalent of 30 days' notice or the balance of the contract term. Service will be terminated with immediate effect if Kidzjet driver/employee or student on the van directly or indirectly came in contact with someone who has been tested positive for COVID-19. Service will only resume once it's safe per CDC guidelines, and its determined that resuming service will not jeopardize health and safety of students and Kidzjet employees. This Agreement shall be governed by the laws of the State of California with venue in the County of San Mateo.

15. All services are to be paid pursuant to the agreed upon payment schedule and are nonrefundable. KidzJet cannot provide refunds or credit for any reason, including student absences, cancellations, sick days, expulsions or suspensions during a billing month.

16. Payment Terms and service charges:

- a. The parties agree that KidzJet shall invoice School monthly based on 171 service days. The daily rate shall be \$1,250.00 per day and \$213,750.00 for the 2021-2022 school year plus monthly disinfecting fee.

School for the Deaf		School for the Blind		AMOUNT
Month	Service Days	Month	Service Days	
Aug/Sept 2021	24	Aug/Sept 2021	24	\$30,000.00
Oct-21	20	Oct-21	21	\$26,250.00
Nov-21	16	Nov-21	16	\$20,000.00
Dec-21	17	Dec-21	17	\$21,250.00
Jan-22	15	Jan-22	15	\$18,750.00
Feb-22	18	Feb-22	18	\$22,500.00
Mar-22	22	Mar-22	23	\$28,750.00
Apr-22	16	Apr-22	15	\$18,750.00
May/June 2022	23	May/June 2022	22	\$27,500.00
TOTAL	171		171	\$213,750.00

- b. Billing: All billing is done electronically on a monthly basis. Full payment must be made by due date established on an electronic invoice in order to provide service. Payment will be due and payable within ten (10) days from the date of receipt of invoice. Processing fee of 3.4% will be charged for the credit card payment. If School pays by check, the check shall be payable to "KidzJet, Inc." and mailed to: 951 Mariners Island Blvd. Suite # 300, San Mateo CA 94404.
- c. Late Fee: A late fee of 10% will be charged by KidzJet to School if invoice is not paid within 30 days of the invoice date.
- d. Deposit: Not applicable
- e. Clean-Up Fee: No food or colored drinks are allowed to be consumed in a KidzJet van by School's students. At KidzJet's discretion, School will be charged up to \$300.00 for each incident by a student, such as a damage on the vehicle, spill or sickness, requiring a special cleaning of a van.
- f. Route Add/Change Fee: After two weeks of start of the contract, any changes to route pickup/drop-off location, change in pickup/drop-off time, addition or deletion of new routes will be charged with a \$50/hour administration fee. Kidzjet will communicate to the school these charges once we receive the change request. Only after approval of admin fee the changes will be made. Admin charges will be billed with monthly invoice.

- g. No-show/ Missing adult at drop off: Student safety is of utmost importance to us. If student is unable to be left at the specified drop-off location due to being locked out, an adult not being there upon arrival, unforeseen changes in your child's extracurricular activities, etc., KidzJet will contact the School to get an alternative drop off location. There will be, however, a \$25.00 surcharge if the driver has to wait for more than 10 minutes. Additional charge of \$5.00/minute will be applied for every minute after first 10 minutes. We request that School have a back-up plan for these situations.
- h. COVID-19 Disinfection Charges: Due to COVID-19 outbreak all vans will be disinfected after every route. This requires detailed disinfection of frequently used surfaces like seat belts, seat covers, windows, handles, etc. An additional disinfection fee will be charged for \$160.00 per month per van. These charges will be applied until CDC removes these restrictions.

17. Routes Description:

MORNING SHUTTLE

Student Name: Sebastian Hernandez-Marcon

Pick up Location #1: 243 West Whittier Avenue Tracy, CA 95376

Pick up Time: 6:50 AM

Drop off Location: CA School for the Deaf, 39350 Gallaudet Dr Fremont, CA 94538

School starts Monday to Friday at 8:00 AM

Student Name: Yasmin Segura Lozano

Pick up Location #2: 1841 Plum Lane Tracy, CA 95376

Pick up Time: 7:00 AM

Drop off Location: CA School for the Blind, 500 Walnut Avenue Fremont, CA 94536

School starts Monday to Friday at 8:00 AM

AFTERNOON SHUTTLE

Student Name: Sebastian Hernandez-Marcon

Pick up Location #1: CA School for the Deaf, 39350 Gallaudet Dr Fremont, CA 94538

Pick up Time: Mondays-Thursdays at 2:56 PM, Fridays 1:45 PM

Drop off Location: 243 West Whittier Avenue Tracy, CA 95376

Student Name: Yasmin Segura Lozano

Pick up Location #2: CA School for the Blind, 500 Walnut Avenue Fremont, CA 94536

Pick up Time: Mondays-Thursdays at 3:06 PM, Fridays 1:45 PM

Drop off Location: 1841 Plum Lane Tracy, CA 95376

The parties shall establish route pick-up and drop-off times and locations for each van. Any changes to the pickup and/or drop off details shall be subject to the parties' mutual agreement and may result in additional charges. Additional vans can be added or eliminated on one week's notice at the same rate. A request for an additional van is subject to availability.

18. Notices: Notices to either party to this Agreement shall be by both email and overnight mail to the other party to their last known address. A notice to the School shall be addressed to the School's Director of Operations.

19. Severability: If one or more of the provisions of this Agreement is deemed void by law, the remaining provisions will continue in full force and effect.

20. Scope of Agreement: This Agreement is the complete agreement between School and KidzJet, and supersedes all prior oral and/or written representations or agreements. Any future changes to this Agreement must be in writing and signed by both the undersigned parties. There are no implied promises, obligations, covenants or guarantees in connection with this Agreement. Duly authorized representatives of the School and KidzJet have read this Agreement, understand it and agree to its terms as stated above.

Tracy Unified School District

Signature _____

Name _____

Title _____

Dated: _____

KidzJet, Inc.

Signature _____

Name _____

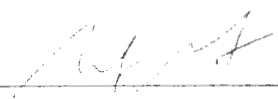
Title _____

Dated: _____

COVID-19 Waiver Form

With full awareness and appreciation of the risks involved, I on behalf of **Tracy Unified School District**, including students, parents, employees, contractors, teachers, executors, administrators, assigns, and personal representatives hereby forever release, waive, discharge, and covenant not to sue the Kidzjet Inc, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party performing routes for Kidzjet or using Kidzjet equipment, or otherwise, while in, on, or around the Kidzjet employees and/or while using any Kidzjet vans facilities, tools, equipment, or materials.

Tracy Unified School District

Signature _____ 

Name _____ Rob Pratt

Title _____ Assistant Superintendent

Dated: _____ 8/30/21



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: August 30, 2021
SUBJECT: **Approve Agreement with the Child Abuse Prevention Council of San Joaquin (CAPC) to Provide Infant and Child Care Services on the Stein/Duncan Russell Campus for the 2021-2022 School Year**

BACKGROUND: Historically, the Tracy Unified School District has offered the Student Teen Educational Parenting Support (STEPS) Program, in which teen parents could continue to pursue a high school education while supporting a child. In addition to providing educational support and parenting education, the STEPS Program also provided an infant and toddler child care program to these teen parents. This allowed the teen parents to be able to focus on earning a high school diploma without having to worry about the excessive costs of safe and adequate infant and toddler childcare. Since the elimination of the STEPS Program, due to budget cuts, the need for safe and adequate childcare remains. CAPC currently has Infant and Toddler Child Care Programs on two TUSD school campuses – North and McKinley, and would like to continue the expanded partnership on the Stein/Duncan Russell campus, and while the district does currently sponsor two Gran and State-funded preschools, these programs have age criteria and requirements – student must be four or five years old to participate. The CAPC Child Care Program will reserve spaces for the children of TUSD teen parents, while also enrolling children from the community. This partnership agreement fills both District and Community needs by providing childcare to our teen parents so they can successfully graduate with a high school diploma, as well as servicing the community need for adequate infant and toddler-aged childcare at little or no cost.

RATIONALE: The CAPC Infant and Toddler Program will run a full-day childcare and preschool program for children from age 0 to 36 months, filling a need in our District and Community. It will allow TUSD teen parents to earn a high school diploma, thus increasing our District graduation rate. Most of the children enrolled from the Community will eventually attend Tracy Unified schools, and this will give more children the opportunity to participate in early childhood education programs at an earlier age, thus preparing them for a much more successful education experience. This partnership agreement meets District Goals # 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There will be no cost to the District. State Grant Funds obtained by CAPC fund the program.

RECOMMENDATION: Approve Agreement with the Child Abuse Prevention Council of San Joaquin (CAPC) to Provide Infant and Child Care Services on the Stein/Duncan Russell Campus for the 2021-2022 School Year.

Prepared by: Mrs. Traci L Mitchell, Stein High and Duncan Russell Community Day School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Child Abuse Prevention Council _____, 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: The CAPC Infant and Toddler Program will run a full-day child care for children from ages 0 to 36 months. The program will serve up to eight infants and toddlers. Enrollment preference will be given to the children of TUSD teen parents, while also enrolling children from the community. The hours of operation will be 7:30am-5:30pm.
CAPC agrees to reimburse overtime costs incurred for days CAPC is operating and custodial is not contracted to work.
- 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 235 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Stein High School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 0 per [] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 0. 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 [] 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 8/1/2021, and shall terminate on 7/31/2022.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Julianna Stocking, at (209) 830-3202 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:

Lindy Turner-Hardin		Digitally signed by Lindy Turner-Hardin Date: 2021.08.30 11:39:02 -07'00'	ED
Contractor Signature		Title	
94-2497046			
IRS Identification Number			
Executive Director			
Title			
127 N. Sutter Street			
Address			
Stockton, CA 95202			

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: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 14, 2021
SUBJECT: **Approve Revised School Site Plan and Budget for South/West Park School for the Remainder of the 2021-2022 School Year**

BACKGROUND: The 2021-2022 School Site Plans and Budgets were approved at the June 8, 2021 Board Meeting as is required by the Every Student Succeeds Act (ESSA). South/West Park services over 70% of English Learners and is in need to provide English Language Development Professional Development for all teachers. In order to provide this opportunity for all SWP teachers, modifications to the school plan have been made. In Goal #1: There is a reduction of \$10,650 from the 2022 Summer School Program to add Goal #3: Provide SJCOE professional development on ELA/ELD Framework and ELD Standards. These changes are needed to better meet the needs of our English Learners.

RATIONALE: Changes of this nature require both individual School Site Council and Local Education Agency (LEA) Governing Board approval. These changes have been reviewed by District staff, and then approved by the individual School Site Councils during the month of August, 2021. 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; District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure to a safe learning environment that supports staff and student goals.

FUNDING: There is no additional cost for these revisions.

RECOMMENDATION: Approve Revised School Site Plan and Budget for South/West Park School for the Remainder of the 2021-2022 School Year.

Prepared by: Ramona Soto, Principal, South/West Park School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 14, 2021
SUBJECT: **Approve Agreement for Contract Services for SJCOE Language & Literacy Department to provide 6 days of Professional Development on ELA/ELD Framework and ELD Standards at South/West Park Elementary**

BACKGROUND: The administration at South/West Park School has determined that all K-5 teachers will benefit from professional development using the keystone pedagogies of the ELA/ELD Framework and ELD Standards.

RATIONALE: In order to facilitate this, South/West Park School will contract with San Joaquin County Office of Education (SJCOE) Language & Literacy department to provide 3 full day sessions and 3 half day sessions of training. This training will include sessions during ERM days as well as classroom demonstrations. 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; and District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social and emotional potential.

FUNDING: The cost will be funded by site T1 and Targeted funds in the amount of \$8,250.

RECOMMENDATION: Approve Agreement for Contract Services for SJCOE Language & Literacy Department to provide 6 days of Professional Development on ELA/ELD Framework and ELD Standards at South/West Park Elementary.

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

MEMORANDUM OF UNDERSTANDING

San Joaquin County Office of Education's Language & Literacy Department and Tracy Unified School District's South/West Park Elementary Memorandum of Understanding, 2021-2022 School Year

This Memorandum of Understanding represents the agreed upon services to be provided to Tracy Unified School District's South/West Park Elementary hereinafter referred to as South/West Park by San Joaquin County Office of Education's Language & Literacy Department hereinafter referred to as Language & Literacy.

Language & Literacy will provide South/West Park with:
Professional learning focused on integrated and designated ELA/ELD, EL data, ELPAC, and keystone pedagogies through classroom demonstrations:

- Three half day sessions @ \$800 per day for a total of \$2,400
- Three full day sessions @ \$1950 per day for a total of \$5,850

\$8,250 total

Changes regarding the dates of provision or the scope and/or nature of these services must be made by mutual agreement.

CERTIFICATION OF NON-EMPLOYMENT STATUS:

Language & Literacy certifies that at all times Language & Literacy is acting as an independent contractor and not an employee of South/West Park.

South/West Park agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and employees of the SJCOE against any and all claims which may result from this agreement.

Language & Literacy agrees to make no claim against South/West Park for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agree Language & Literacy is not entitled to any such benefits.

~~I have not, and will not, provide any of the services described in this agreement to any other entity.~~ ☒ Yes ☐ No
~~If yes, are they paid through a proprietary or non-proprietary business relationship with this school district?~~ ☐ Yes ☒ No

Signatures of Authorized Representatives:

Karin Linn-Nieves
Director, Language & Literacy

Karin Linn-Nieves
San Joaquin County Office of
Education

8/2/21
Date

Warren Sun
Division Director, Operations

Warren Sun
San Joaquin County Office of
Education

8/3/21
Date

Superintendent or Designee

Tracy Unified School District's
South/West Park Elementary School

Date

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 San Joaquin County Office of Education, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide professional development at South/West Park on ELA/ELD Framework and ELD Standards

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 3 Full, 3 Half () [] HOURS [x] DAYS, under the terms of this agreement at the following location 500 W. Mt. Diablo, Tracy.

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

- a. District shall pay \$ 8,250.00 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 8,250.00. 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- for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [x] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on September 15, 2021, and shall terminate on May 25, 2022.

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:

Karin Lynn News Warrick
Contractor Signature Title

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: August 25, 2021
SUBJECT: **Approve Purchase for Scholastic Magazines for Williams Middle School to provide supplemental resources for Math, Science and ELA/ELD for the 2021-2022 School Year**

BACKGROUND: Williams Middle School teachers identified scholastic magazine as a supplemental resource for the 2021/2022 school year. Language Arts (Grade 6 & ELD), Math (Grades 6-8) & Science (Grades 6-8) teachers identified the supplemental resources to build proficiency in science, math and language goals. Williams Middle School school-wide data indicate that students have room for improvement. Using scholastic magazine as a supplemental resource in the areas of language arts, math and science can aide our students in closing the achievement and learning gap of 2020/2021 and help move us forward during the 2021/2022 school year

RATIONALE: Scholastic Science, Scholastic Math, and Scholastic Scope (ELA) offer teachers a supplemental resource to focus on reading and writing in all subject areas. All identified supplemental resources provide teachers relevant content for students to engage in. All content is aligned to common core, state standards and/or NGSS. All content also focuses on language development, reading comprehension, writing, math skills, problem-solving skills, using technology and test preparation. Teachers will be introduced to the supplemental resource and will be provided a training on how to incorporate into their adopted curriculum

FUNDING: The cost, not to exceed \$20,500.00, will be paid from Targeted Funds/LCAP.

RECOMMENDATION: Approve Purchase for Scholastic Magazines for Williams Middle School to provide supplemental resources for Math, Science and ELA/ELD for the 2021 -2022 School Year.

Prepared by: Miguel Romo, Williams Middle School Principal.

Quote Prepared by: Sandy Emrich
Q-54898

Wednesday, August 25, 2021

SCHOLASTIC CLASSROOM MAGAZINES 2021-2022 QUOTATION

WILLIAMS MIDDLE SCHOOL (95376003)
MICHELLE SIMAS
1600 TENNIS LN
TRACY, CA 95376-5316

P.O. #

Teacher Name	Item #	Product Title	Promo	Quantity	Price	Ext. Price
MIGUEL ROMO	048	MATH	3568	850	\$8.49	\$7,216.50
MIGUEL ROMO	040	SCIENCE WORLD	3568	850	\$9.49	\$8,066.50
MIGUEL ROMO	050	SCOPE	3568	350	\$9.99	\$3,496.50
			Total Quantity	2,050	Subtotal	\$18,779.50
						(S+H): \$1,877.95
						Price Total: \$20,657.45

Sales tax added to invoices where required by law

Prices shown reflect an Educator's Discount, available on Print with Digital subscriptions when ordering for 10* or more students and on Digital-Only subscriptions for 20 or more students. Print with Digital orders include student copies, desk copy, Teacher's Guide, and online resources with every issue. You may adjust the number of subscriptions later if your class size changes. Science Spin is not available separately. It is only available as an add-on to Let's Find Out and/or Scholastic News subscriptions, in matching quantities.

*For 5 or more students when ordering My Big World, Let's Find Out, and/or Let's Find Out Spanish.

You are authorized to distribute online access only to the number of students for whom you have purchased subscriptions. You are not permitted to share passwords, access codes, or any login information with non-subscribers. A 10% shipping and handling charge will be added to your entire order for all Print with Digital subscriptions.

Order Instructions

You can use this quote as a place holder for your budget or to generate your purchase order.

When orders are final, bill () Teachers () School () District Send invoice attention: _____

For your protection, please do not include credit card information in writing. If you wish to order using a credit card, please order by phone using the number below.

To order by telephone: 1-800-387-1437 ext.6294 **To order by fax:** 1-877-242-5865.

To order via email: eprocurement@scholastic.com

To order by mail, note any quantity changes and send this form to:

Scholastic Classroom Magazines

Attn: Sandy Emrich

Page 1 of 2

2315 Dean Street, Suite 600
St. Charles, IL 60175

Prices quoted are valid for 30 days



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 1, 2021
SUBJECT: Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Boswell, Zachary Principal	WHS	8/20/2021	Accepted Director Position
Cashmere, Bond Program Administrator	Professional Learning	8/20/2021	Accepted AP Position
Farabaugh, Rita Program Administrator	Special Education	8/31/2021	Personal
Harvey, Christopher Evening Administrator	Adult School	8/25/2021	Personal
Lee, Annabelle Assistant Principal	WHS	8/31/2021	Accepted Principal Position
Robles, Erica Counselor	KHS	9/15/2021	Personal

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Gill, Ranvir Science	SHS	8/20/2021	Personal

BACKGROUND:**CERTIFICATED RETIREMENTS**NAME/TITLESITEEFFECTIVE
DATEREASON**BACKGROUND:****MANAGEMENT/CLASSIFIED
CONFIDENTIAL RETIREMENTS**NAME/TITLESITEEFFECTIVE
DATE**BACKGROUND:****CLASSIFIED RETIREMENTS**NAME/TITLESITEEFFECTIVE
DATEREASON**BACKGROUND:****CLASSIFIED RESIGNATION**NAME/TITLESITEEFFECTIVE
DATEREASONArroyo, Eduardo
Utility Person II

MOT

9/7/21

Personal

Atwal, Pardeep
Special Ed Para Educator

Central

8/21/21

Personal

Gomez, Johanna
Secretary to the Director of Special Ed

Special Ed

8/22/21

Accepted Facilities
Technician positionGossett, Anthony
ISET Technician II

ISET

8/25/21

Accepted an ISET
Technician III
positionKalathil, Baljit
Special Ed Para Educator

Jacobson

8/23/21

Accepted a Para
Educator positionMartocchio, Joseph
ISET Technician III

ISET

8/25/21

Accepted Technology
Coordinator of ISET
positionMinten, Laura
Utility Person III

MOT

8/22/21

Accepted Irrigation
Specialist/Bus Driver/
Custodian positionPease, Greg
Utility Person II

MOT

8/29/21

Accepted a Utility
Person II day shiftSanchez Aguilar, Antonio
Utility Person II

MOT

8/22/21

Accepted a Utility
Person III position

Sawyer, Lisa Career Education Technician	Kimball	9/10/21	Personal
Seymore, Jason Irrigation Specialist/Bus Driver/Custodian	MOT	9/19/21	Accepted a Utility Person III position
Ziller, Dana Para Educator I (PE)	North	9/4/21	Personal

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

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 1, 2021
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Boswell, Zachary

Cashmere, Bond

Chavez, Cynthia

Lee, Annabelle

MANAGEMENT/CLASSIFIED CONFIDENTIAL

DEC-Director of Curriculum and
Accountability/Principal Tracy Independent
Study Charter (Replacement)
LME, 58, E
\$162,573.75
Fund: General

West High School- Assistant Principal
(Replacement)
LME, E, 54
\$128,575.08
Fund: General

Special Education- Speech-Language
Pathologist (Replacement)
LMP, 8, "A"
\$71,304.48
Fund: General

West High School-Principal (Replacement)
LME, 58, E
\$139,452.15
Fund: General

BACKGROUND:

Agapie, Susana

Anastasio, Jillian

Heinrich, Sarah

Henderson, Jennifer

Maddocks, Nicholas

Perez, Brian

Shelton, Nathaniel

Vargas Cortes, Itzel

CERTIFICATED

Kimball High School- SDC Teacher
(Replacement)
"B", Class IV, Step 6
\$60,706.09
Fund: General

Kimball High School- Social Science
Temporary Teacher (Replacement)
"A", Class I, Step 2
\$51,306.61
Fund: General

Hirsch Elementary School- TK Teacher
(Replacement)
"A", Class I, Step 1
\$51,010.04
Fund: General

North School- 5th Grade Teacher
(Replacement)
"A", Class I, Step 1
\$48,637.48
Fund: General

TISCS- Independent Study Teacher (New)
"A", Class I, Step 1
\$50,713.47
Fund: General

Monte Vista Middle School- Physical
Education Teacher (Replacement)
"B", Class III, Step 1
\$50,297.76

Tracy High School- Math Teacher
(Replacement)
"A", Class I, Step 1
\$51,603.18
Fund: General

Tracy High School- Spanish Teacher
(Replacement)
"A", Class I, Step 1
\$48,044.34
Fund: General

Vongphouthone, May

Hirsch Elementary School- SDC Preschool
(Replacement)
"A", Class I, Step 1
\$48,044.34
Fund: General

Zamzow, Ryan

Kimball High School- Chemistry
(Replacement)
"A", Class I, Step 1
\$48,637.48
Fund: General

BACKGROUND:

MANAGEMENT/CLASSIFIED
CONFIDENTIAL

Martocchio, Joseph

Technology Coordinator of ISET (New)
ISET
8 hours per day
LME Range 32, Step B - \$431.27 per day
Funding: ESSER II

Rangel, Gregory

Community Family Services Advisor (New)
Prevention Services
8 hours per day
LME Range 29, Step C - \$428.63 per day
Funding: ESSERR II

BACKGROUND:

CLASSIFIED

Bachelder, Monique

Food Service Worker (Replacement)
South West Park
3 hours per day
Range 22, Step E - \$17.87 per hour
Funding: School Nutrition School Program

Bachelder, Monique

Food Service Worker (Replacement)
West High
2 hours per day
Range 22, Step E \$17.87 per hour
Funding: School Nutrition School Program

Duran Thompson, Danielle

Bus Driver (New)
Transportation
8 hours per day
Range 38, Step E \$26.00 per hour
Funding: Special Ed – Transportation

Gomez, Andrea	Bus Driver (New) Transportation 8 hours per day Range 38, Step C - \$23.67 per hour Funding: Special Ed Transportation
Gomez, Johanna	Facilities Technician (New) Facilities 8 hours per day Range 40, Step E \$27.25 per hour Funding: General Fund
Gossett, Anthony	ISET Technician III (Replacement) ISET 8 hours per day Range 58, Step E \$41.72 per hour Funding: General Fund
Kalathil, Baljit	Para Educator I (Replacement) Jacobson 4 hours per day Range 24, Step E - \$18.72 per hour Funding: General Fund
Orson, Ana	School Supervision Assistant (Replacement) McKinley 1.5 hours per day Range 21, Step B - \$15.22 per hour Funding: General Fund
Minten, Laura	Irrigation Specialist/Bus Driver/Custodian (New) MOT 8 hours per day Range 38, Step C - \$23.67 per hour Funding: General Fund, Special Ed Transportation
Pease, Greg	Utility Person II (Replacement) Kimball High 8 hours per day Range 35, Step D - \$23.10 per hour Funding: General Fund – Unrestricted
Seymore, Jason	Utility Person III (Replacement) MOT 8 hours per day Range 38, Step E - \$26.00 per hour

Funding: Home to school transportation

Sanchez, Rosa

Para Educator I (Replacement)

McKinley

3 hours per day

Range 24, Step D - \$17.87 per hour

Funding: IASA-Title 1 BAS Grnts Low Inc

Sanchez Aguilar, Antonio

Utility Person III (Replacement)

MOT

8 hours per day

Range 38, Step E - \$26.00 per hour

Funding: General Fund, Special Ed
Transportation

RECOMMENDATION: Approve Classified, Certificated and/or Management
Employment

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: August 26, 2021
RE: **Approve a Variable Term Waiver for Multiple Subject Teacher**

BACKGROUND: For the 2021-2022 school year Tracy Unified School District will request a waiver for Multiple Subject teacher, Aneela Amer, to allow her to complete requirements of her current Multiple Subject teaching credential. The waiver request is needed to allow Aneela Amer time to pass the basic skills requirement, CBEST, exam.

RATIONALE: In reviewing staffing for the 2021-2022 school year, it has been determined that Tracy Unified School District has a need for a Variable Term Waiver for a Multiple Subject.

FUNDING: None.

RECOMMENDATION: Approve a Variable Term Waiver for Multiple Subject.

Prepared by: Tammy Jalique, Associate Superintendent of 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 request a Variable Term Waiver while the individual below works on completing the requirements to obtain a Multiple Subject teaching credential. The individual(s) will be provided orientation, guidance and assistance during the valid period of the waiver.

Aneela Amer, George Kelly Elementary, Multiple Subject

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 23, 2021
SUBJECT: Approve Agreement for Special Contract Services with John Ford and Associates

BACKGROUND: John Ford and Associates have provided training to thousands of employees in the workplace, at all levels, across a wide range of industries. He is the current trainer of the two-day Mastering Workplace Mediation seminar to members of the Northern California Human Resources Management Association. He has taught Emotional Intelligence, Negotiation, Conflict Resolution and Mediation to graduate students at JFK University, Golden Gate University, UC Berkeley and online with Creighton University.

RATIONALE: Staff training and team development is one of the most effective means to improve the functioning of a department as they meet the daily challenges in the workplace. John Ford supports organizational harmony through a focus on communication, team building and conflict management. To accomplish this, he mediates, speaks, trains, coaches and consults. Tracy Unified School District is committed in the efforts toward assisting their staff in addressing concerns and improving functionality. The facilitation and team development will include a joint meeting, interviews, group facilitation and follow-up.

FUNDING: Human Resources.

RECOMMENDATION: Approve Agreement for Special Contract Services with John Ford and Associates.

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

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 John Ford & Associates _____, 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: Conducted mediation sessions with TUSD employees to include 1:1 meetings for orientation and interview purposes, facilitated problem solving sessions, follow up, as well as administrative support for the mediation process.

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 18 () [xx] HOURS [] DAYS, under the terms of this agreement at the following location Tracy Unified _____.

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

- a. District shall pay \$300 per [xx] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$5,400. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [xx] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$_____ for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [xx] 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 September 20, 2021 _____, and shall terminate on June 30, 2022 _____.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Tammy Jalique, at (209) 830-3260 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] **WILL** [☒] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____

Title _____

Address _____

Tracy Unified School District _____

Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: August 26, 2021
SUBJECT: **Approve the Unaudited Statement of Receipts and Expenditures
for the 2020-2021 Fiscal Year**

BACKGROUND: Education Code Section 42100 requires that the governing board, on a form prescribed by the Superintendent of Public Instruction, submit an annual statement of all receipts and expenditures of the district for the preceding year and file that statement with the county superintendent of schools. This document is commonly known as the “unaudited actuals.”

RATIONALE: The information compiled in this report is the basis for the annual financial audit. The county superintendent of schools is required to verify the mathematical accuracy of the unaudited actual statement and transmit a copy to the Superintendent of Public Instruction.

FUNDING: The unaudited actuals report has no direct impact on funding, however, the information about past year revenues and expenses establishes the beginning balance for the 2021-2022 budget, which will be considered in a future update to the current year budget.

RECOMMENDATION: Approve the Unaudited Statement of Receipts and Expenditures for the 2020-2021 Fiscal Year.

Prepared by: Dr. Rob Pecot, Assoc Supt of Business Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: August 26, 2021
SUBJECT: Adopt Resolution #21-02, Recertifying the Appropriation
"Gann" Limits for the 2020/21 School Year for Tracy Joint
Unified School District

BACKGROUND: In November 1979 the California electorate adopted Proposition 4, commonly called the Gann Amendment. The provisions of the Gann Amendment establish maximum Appropriation Limitations, commonly called "Gann Limits," for public agencies, including school districts.

Local education agencies are required to report their Appropriations Limit to the State Superintendent of Public Instruction and to the State Director of Finance. The District is required to calculate a Gann Limit for 2021/22 in accordance with the provisions of Senate Bill 98 and applicable statutory law.

The attached resolution of the recertified Gann Limit for 2020/21 fiscal year has been made in accordance with applicable constitutional and statutory law and does not exceed the limitations imposed by Proposition 4.

FUNDING: N/A.

RECOMMENDATION: Adopt Resolution #21-02, Recertifying the Appropriation Limits for the 2020/21 School Year for Tracy Joint Unified School District.

Prepared by: Dr. Rob Pecot, Associate Superintendent of Business Services.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION 20-05
Recertifying the Appropriation “Gann” Limits for the
2020/21 School Year for Tracy Joint Unified School District**

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article established maximum appropriation limitations, commonly called “Gann Limits,” for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann Limit for the 20/21 fiscal year and a projected Gann Limit for the 21/22 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann Limits for the 20/21 and 21/22 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IF FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 20/21 and 21/22 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED, this 14th DAY OF September, 2021, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: August 31, 2021
SUBJECT: **Consider Claim No. 596032**

BACKGROUND: On August 20, 2021, a claim was received by the Tracy Unified School District in which the claimant stated that a loss or injury occurred on March 29, 2021.

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

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

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

The amount of the claim is noted as being in excess of \$25,000.00.

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

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

RECOMMENDATIONS: Reject Claim No. 596032.

Prepared by: Dr. Rob Pecot, Associate Superintendent for Business Services.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: August 30, 2021
SUBJECT: **Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2021-2022 School Year**

BACKGROUND: Lesson Studies involve a group of individuals, of which all members have ownership in the lesson plan, are analyzing their own work, and revise the lesson. Based on their observations, data and reflections, and input from "knowledgeable others," teachers in the lesson study group revise the lesson. The lesson studies will target the area of language acquisition and literacy for students. The English Learner Strategies and Lesson Study Model promote English Language acquisition, academic achievement, and cross-cultural skills. Tied to the CA ELD standards, the model trains teachers to provide access to core curriculum using local district guidelines and curriculum.

RATIONALE: Beginning in the 2012-13 school year, approximately 183 Tracy Unified School District (TUSD) teachers PK-12th grade have been trained in and are using English Learner instructional strategies in their classrooms. This instructional model provides clear, practical strategies promoting positive, effective interactions among students and between teachers and students. The classroom-coaching model has proven to play an important role for teachers to better understand how to use the strategies and how to incorporate them into the curriculum in a meaningful manner. San Joaquin County Office of Education, Language and Literacy Department has agreed to provide lesson study cycles. 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 District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost for the coaching/trainings will be funded by Title III: Five (5) ELD steering Committee days at \$1,600 per day for a total of \$8,000.00; Four (4) days of EL Professional Learning focusing on ELA/ELD using StudySync at \$1,600.00 per day for a total of \$6,400.00; Five (5) days with EL Admin Task Force at \$1,200 per half day for a total of 6,000; Twelve (12) days of ELA/ELD Professional Learning at North Elementary School for K-2 alignment of leveled

and guided reading, paraprofessional support, and foundational & ELD alignment at \$1,600.00 per day for a total of \$19,200.00. All services not to exceed \$39,600.

RECOMMENDATION: Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2021-2022 School Year.

Prepared by: Maria Salazar, District EL Program Coordinator.

MEMORANDUM OF UNDERSTANDING

San Joaquin County Office of Education's Language & Literacy Department and Tracy Unified School District Memorandum of Understanding, 2021-2022 School Year

This Memorandum of Understanding represents the agreed upon services to be provided to Tracy Unified School District hereinafter referred to as Tracy Unified by San Joaquin County Office of Education's Language & Literacy Department hereinafter referred to as Language & Literacy.

Language & Literacy will provide Tracy Unified with the following professional learning and coaching:

District Professional Learning:

- 5 EL Steering Committee days @ \$1,600 per day for a total amount of \$8,000
- 4 days of EL professional learning focusing on ELA/ELD using StudySync @ \$1,600 per day for a total amount of \$6,400
- 5 meetings with the EL Admin Task Force @ \$1,200 per half day for a total of \$6,000

Elementary Professional learning with North:

- 12 days professional learning @ \$1,600 per day for a total of \$19,200 to include:
 - K-2 alignment of leveled and guided reading
 - Paraprofessional support
 - Foundational & ELD alignment

Language & Literacy will accept a purchase order in the estimated amount of \$39,600.

Changes regarding the dates of provision or the scope and/or nature of these services must be made by mutual agreement.

CERTIFICATION OF NON-EMPLOYMENT STATUS:

Language & Literacy certifies that at all times Language & Literacy is acting as an independent contractor and not an employee of Tracy Unified.

Tracy Unified agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and employees of the SJCOE against any and all claims which may result from this agreement.

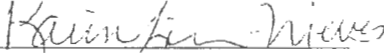
Language & Literacy agrees to make no claim against Tracy Unified for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agree Language & Literacy is not entitled to any such benefits.

~~Are you, or your employee, an employee of the County Office of Education?~~ ☒ Yes ☒ No

~~If yes, are they paid through a payroll vendor that operates under a contract with the County Office of Education?~~ ☒ Yes ☒ No

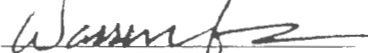
Signatures of Authorized Representatives:

Karin Linn-Nieves
Director, Language & Literacy


San Joaquin County Office of
Education

7/26/21
Date

Warren Sun
Division Director, Operations


San Joaquin County Office of
Education

7/27/21
Date

Associate Superintendent or Designee

Tracy Unified

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 23, 2021
SUBJECT: **Approve Temporary Increase to Certificated Substitute Rates of Pay for the 2021-2022 School Year**

BACKGROUND: The state of California is experiencing a teacher shortage due to a variety of social and economic factors. This has drastically impacted the District's ability to recruit substitute teachers to cover vacancies and teacher absences.

RATIONALE: A temporary increase in certificated substitute pay rates will make substituting in Tracy Unified School District a more appealing consideration and may increase the District's ability to recruit substitutes and support provision of services to students.

FUNDING: General Fund

RECOMMENDATION: **Approve Temporary Increase to Certificated Substitute Rates of Pay for the 2021-2022 School Year**

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

Proposed Increase to Certificated Substitute Rates

	Days Subbed in Prior Year			
Current rates:	<u>1 to 30</u>	<u>21 to 60</u>	<u>61 - 90</u>	<u>91+</u>
Full day, 5 or more hours	\$ 168.00	\$ 179.00	\$ 200.00	\$ 210.00
3/4 day; 4 hours and 1 minutes	\$ 126.00	\$ 134.25	\$ 150.00	\$ 157.50
1/2 day	\$ 84.00	\$ 89.50	\$ 100.00	\$ 105.00
Prep Period Coverage	\$ 33.60	\$ 35.80	\$ 40.00	\$ 42.00
Long Term Rate				
\$210				
	Days Subbed in Prior Year			
Proposed Rates	<u>1 to 30</u>	<u>21 to 60</u>	<u>61 - 90</u>	<u>91+</u>
Full day, 5 or more hours	\$ 215.00	\$ 236.00	\$ 257.00	\$ 280.00
3/4 day; 4 hours and 1 minutes	\$ 161.25	\$ 177.00	\$ 192.75	\$ 210.00
1/2 day	\$ 107.50	\$ 118.00	\$ 128.50	\$ 140.00
Prep Period Coverage	\$ 43.00	\$ 47.20	\$ 51.40	\$ 56.00
Long Term Rate				
\$280/day				
COVID Floater Rate				
\$250/day				