

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, JANUARY 14, 2020

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

**TIME: 5:30 PM Closed Session
7:00 PM Open Session**

A G E N D A

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|--------------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum Board: S. Abercrombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, J. Silcox, L. Souza Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| 3.1 | Administrative & Business Services: None. | |
| 3.2 | Educational Services: | |
| 3.2.1 | Findings of Fact: FF#19-20/#32, #19-20/#33, #19-20/#34, #19-20/#35, #19-20/#36, #19-20/#26 | |
| 3.2.2 | Reinstatements: AR#19-20/#12, AR#19-20/#13, AR#19-20/#14, AR#19-20/#15, AR#19-20/#16, AR#19-20/#17, AR#19-20/#18, AR#19-20/#19, AR#19-20/#20, AR#19-20/#21, AR#19-20/#22, AR#19-20/#23 | |
| | Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __ | |
| 3.3 | Human Resources: | |
| 3.3.1 | Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 340, Pursuant to Article XXIII | |
| | Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __ | |
| 3.3.2 | Release Probationary Classified Employees #UCL-341, Utility Person II | |
| | Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __ | |
| 3.3.3 | Release Probationary Classified Employees #UCL-342, Utility Person III | |
| | Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __ | |
| 3.3.4 | Consider Public Employee/Employment/Discipline/Dismissal/Release | |
| | Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __ | |
| 3.3.5 | Conference with Labor Negotiator | |

Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action Taken on Findings of Fact: FF#19-20/#32, #19-20/#33, #19-20/#34, #19-20/#35, #19-20/#36, #19-20/#26

(3.2.1) Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___.

6b Report Out of Action Taken on Reinstatements: AR#19-20/#12, AR#19-20/#13, AR#19-20/#14, AR#19-20/#15, AR#19-20/#16, AR#19-20/#17, AR#19-20/#18, AR#19-20/#19, AR#19-20/#20, AR#19-20/#21, AR#19-20/#22, AR#19-20/#23

(3.2.2) Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___.

6c Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 340, Pursuant to Article XXIII

(3.3.1) Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___.

6d Report Out of Action Taken on Release Probationary Classified Employees #UCL-341, Utility Person II

(3.3.2) Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___.

6e Report Out of Action Taken on Release Probationary Classified Employees #UCL-342, Utility Person III

(3.3.3) Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___.

7. Approve Regular Minutes of December 10, 2019.

1-7

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

Approve Regular Minutes of December 17, 2019.

8-10

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

8. Student Representative Reports: Tracy High FFA: Seraphina Souza and Hayden Andrade; West High FFA: Laura Lopez and Gloria Martinez-Mota.

9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement:

9.1 Central 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:

10.1.1 Receive Report on Declining Enrollment

11-12

10.2 Educational Services:

10.2.1 Trustee Discussion Regarding College Bound Program

13

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

12. PUBLIC HEARING: None.

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

Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.

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

13.1 Administrative & Business Services:

| | | |
|---------------|--|--------------|
| 13.1.1 | Approve Accounts Payable Warrants (November, 2019) (Separate Cover Item) | 14 |
| 13.1.2 | Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 15-16 |
| 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 | 17-19 |
| 13.1.4 | Approve Out of State Travel for Food Service Director and Food Service Coordinator to attend the ACDA Annual National Conference in Seattle, WA on April 26, 2020 – May 1, 2020 | 20 |
| 13.1.5 | Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year | 21-22 |
| 13.1.6 | Approve Payroll Report (November, 2019) | 23-27 |
| 13.1.7 | Approve Revolving Cash Fund Reports (November, 2019) | 28-29 |

13.2 Educational Services:

| | | |
|---------------|--|--------------|
| 13.2.1 | Approve Agreement for Special Contract Services between TUSD and Angela Beyer to Provide Neuroeducational Teacher Training for Teachers on January, 24, 2020 at McKinley Elementary School | 30-33 |
| 13.2.2 | Approve Overnight Travel for West, Kimball and Tracy High BSU Clubs to Attend the Black Students of California United (BSCU) Leadership Conference in San Francisco, California, March 6-8, 2020 | 34 |
| 13.2.3 | Approve Agreement for Special Contract Services with Kagan Professional Development to Provide Cooperative Learning Training for Teachers at Hirsch Elementary School | 35-43 |
| 13.2.4 | Approve Overnight Travel for Tracy High, TBA Activities Director, Athletic Director and Administrators to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV on March 4-March 7, 2020 | 44 |
| 13.2.5 | Ratify Agreement for Special Contract Services with 360 Degree Customer, Inc. for Speech and Language Pathologist Therapy Services for the 2019-2020 School Year with an SLP and SLPA provider | 45-48 |

13.3 Human Resources:

- 13.3.1** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment **49-50**
- 13.3.2** Approve Classified, Certificated, and/or Management Employment **51-53**

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** Accept the Fiscal Year 2018-19 Annual Financial Audit **54-57**
(Separate Cover Item)
- Action:** Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent __ ; Abstain __

14.2 Educational Services:

- 14.2.1** Consider College Bound Program **58**
- Action:** Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

14.3 Human Resources:

- 14.3.1** Adopt Resolution 19-14, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds **59-60**
- 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** January 28, 2020
- 17.2** February 11, 2020
- 17.3** February 25, 2020
- 17.4** March 10, 2020
- 17.5** March 24, 2020

18. Upcoming Events:

- 18.1** January 20, 2020 No School, MLK Day
- 18.2** January 24, 2020 No School, Staff Development
- 18.3** February 10, 2020 No School, Lincoln’s Birthday
- 18.4** February 17, 2020 No School, President’s Day

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, December 10, 2019**

- 6:00 PM:** 1-3. President Abercrombie called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, J. Costa, S. Kaur, B. Pekari, J. Silcox, L. Souza
Staff: B. Stephens, S. Harrison (Absent), T. Jalique, C. Goodall, B. Etcheverry
- 7:00 PM** 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Action Taken on Findings of Fact: #19-20/#21, #19-20/#25, #19-20/#27, #19-20/#28, #19-20/#29, #19-20/#30, #19-20/#31
Action: Kaur, Silcox. **Vote:** Yes-7; No-0.
6b Report Out of Action Taken on Reinstatements: AR#19-20/#11
Action: **Vote:** Yes-6; No-0; Absent-1(Souza)
6c Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 339, Pursuant to Article XXIII
Action: **Vote:** Yes-7; No-0.
- Minutes:** Approve Regular Minutes of November 12, 2019
Action: Silcox, Kaur. **Vote:** Yes-7; No-0.
- Employees Present:** L. Nelson, T. Calderon, R. Pecot, M. Petty, A. Escalante, A. Arellano, S. Laack, L. Mendez, L. Huerta,
- Press:** G. Moore, Tracy Press
- Visitors Present:** C. Hill, G. Coronado, S. Alejandre, B. Mendez, G. Uribe, A. Villela, S. North, L. Marshall, A. Harper, S. Voress, N. Johnson, S. Dash, Luis Family, A. Woodward, S. Alejandre, T. Aldridge, J. Robinson, S. Maldonado, D. Cooper, S. Rogers, C. Klassen, T. Fredricksen, C. Klassen, L. Marshall, L. Sheridan
- Student Rep Reports:** **Kimball High:** Gabriel Coronado reported that they held their annual trunk or treat in October. The anti-bullying red carpet was hosted at Kimball. It was fun and very impactful. The winter formal was held on November 16th. The theme was "A Night in Venice" and was held in the small gym. Seniors are working on their college applications which are due November 30th. The counselors have provided many workshops through November. Before Thanksgiving break, home economics hosted a staff breakfast to thank them for all their hard work. Winter sports is in full swing with a basketball game tonight. In theater, students are

performing *Charlie and the Chocolate Factory*. The opening and was jammed packed and this weekend will be the last shows. He wished everyone "Happy Holidays".

Tracy High: Sophia Alejandre reported that November 1st was the last home football against West High, which they won. Winter sports are off to a great start. Leadership passed out cards to staff thanking them for all they do. The first blood drive was held on December 2nd. They donated enough blood to save 117 lives. On December 7th, they had the Girls Treat Dance. The theme was *Once Upon a Time*. The evening included a DJ, chocolate fountain, disco ball and photo booth. Next week students will be taking finals and looking forward to their 2-week winter break. She wished everyone a happy holiday and new year.

West High: Briana Mendez, Alexis Villela and Gianna Uribe commented that they dedicated their last football game to a student who passed away. Basketball game started with a slam dunk. The soccer boys took 1st place in their tournament. West High drama performed "Clue" and it was amazing. The music program held their annual winter concert. Project Smile makes the holidays feel a little warmer. Christmas grams were sold this past week during lunch. Leadership and conflict management performed a new anti-bullying song at their assembly. Students annually volunteer to work at the downtown Christmas parade. West is holding their annual winter ball, *Masquerade*. Ticket sales will end tomorrow.

Recognition & Presentations:

9.1 None.

Information & Discussion Items:

10.1 **Administrative & Business Services:**

10.2 **Educational Services:**

10.2.1 Receive Report on the Petition for the Establishment of the Tracy Independent Study Charter School

Dr. Rob Pecot, Director of Student Services and Dr. Casey Goodall, Associate Superintendent of Business Services, presented a power point. They explained that the structure of the schools we have in place may not be for all students. Some prefer charter schools, independent study or home study. This is a way that we can compete and retain students. We are losing approximately 200-250 students per year. This will keep students in the district with an alternative program and an alternative setting that we currently don't have. This needs to be expedited due to new legislation that was passed in November. This charter will allow us to attract students in our district and the 6 contiguous counties. The plan is to be a 6-12 grade program. We will keep our students here and attract additional students. The curriculum will be Ingenuity, which is a UC approved curriculum. Students will meet with the teacher once per week. They will start small with an online classroom setting. School would be once a week for an hour. All students will be given laptops to check out and will be on the same calendar TUSD. They will start with 32 students the first year. This would bring in \$321,320. They will hire 2 teachers during school hours. Expenditures would be about \$30,700

per year so it should pay for itself. It will be located at the DSC using 2 office rooms where prevention services currently are. They will also utilize the large meeting room next to the offices. The principal will be a current staff member. Current counselors will provide counseling and they would absorb the operations of the clerical work within our current staff. We receive several calls about home school, etc., This will give us the ability to compete.

Hearing of Delegations

11. Alana Escalante is the West High journalism advisor. She and 2 students are here to thank the board for approving their out-of-state conference to Washington DC. They were able to have special tours at the White House. They appreciate the support.

Lisa Mendez is here on behalf of TEA. They provide coloring books for grades 3-5, on the history of Tracy. In working with corporate partnerships, they collected \$8,000 which was put towards 75 classes of 3rd graders being able to visit the Lammersville School. It also paid for other field trips. They appreciate the support.

Arlene Arellano has worked for TUSD for 19 years. She feels that Lydia has been disrespectful and abused her authority with her. She believes that this is harassment and bullying and is afraid of retaliation. She wants to have respect at the workplace.

Sharon Laack has been with TUSD for 19 years as a SPED para. She was disappointed that the paras and yard duty staff are not invited to be a part of the active shooter training. She feels that the classified should have the same right for training as certificated. She asked that the board consider classified staff training too.

Nanette Johnson is here tonight supporting College Bound. She finds the program to be very important. Her son was in College Bound and is now in his 2nd year of college at Sac State. She doesn't want to take the program away because it is important.

Charles Hill is a retired educator. He was at the last College Bound meeting when they were informed that the program was going away. He felt that an advisory committee should have been appointed. He understands that budget cuts are happening, but that there should be another option. His daughter is a senior, but he is concerned about the other grade levels.

Stephanie Voress commented that her daughter has now graduated. She found out about AVID through College Bound. She received scholarships for college. She believes that AVID is a great program, but if you are not in it, you do not benefit from it.

Kayla Luis is a 10th grade student in College Bound. She feels that it has been a great resource. She enjoys the group text and monthly meetings to help with information. She believes that the schools do not have the same urgency as College Bound and aren't given information until later in high school. She would like to

keep College Bound.

Taylor Fredricksen has been in College Bound for 3 years. It has done a lot for her and her father. It has taught her how to talk to everyone. Last year she enjoyed the college tour. It's hard to meet with a counselor. She would like to see the program phased out instead of cut.

Lana Sheridan is a part of AVID. She does not think that it is as good as College Bound. Counselors do not have time for her and take a long time to get back to you. They promote the medical program, but that is an elective. She feels that College Bound should be saved.

Chiara North and her mom would like to keep College Bound. She is a junior at Kimball High School. Since living in California, she has become a different person and explored new opportunities. She has been in College Bound for 3 years and has been exposed to some of the greatest colleges in our country. She feels that if this is taken away, less students will be going to college.

Andrea Woodward is a part of the College Bound original group. She was a freshman during the first year and was in AVID. She benefited from it and all of her family members are in the program. She read a statement from her brother that said it was a great program and opportunity for him. Nothing can replace it.

Lakeisha Marshall thanked the board for their dedication to district. Her children have been part of this program since it began. She stated that some of the board members attended their meeting last year and they stated that if they were elected to the board that they would keep College Bound. That's why she voted for them. Upset that parents were not involved or part of the decision-making process.

Seemani Dash & Prashant Dash. She is a student at West High. Wants the board to keep College Bound. Her father wants to see his kids successful. He requested to allow College Bound to stay and work together to keep it.

Stephanie Maldonado is a parent of an alumni. Her daughter could not be here tonight. She read a statement from Shalene Sillivan. She is away at college thanks to College Bound, she got in. This program helps students. She believes that taking away this program for another program to thrive is selfish.

Brian Luis thanked the board for their service to TUSD. They thanked Dr. Stephens for his support and responding to his email. He believes that College Bound is more than college readiness. They are aware of resources to fund this. One of them is the LCAP. He's upset that the parents were not asked for their input. Another source is the low performing student block grant and Title I funding. He will stay to the end of the meeting if anyone would like to speak to him.

Chemmie Klassen has a son at UC Davis. He received the U.S. Congressional Award. College Bound helped him make this happen. It empowers students.

Public Hearing:

12.1 Educational Services:

- 12.1.1 Conduct a Public Hearing Regarding the Petition for the Establishment of the Tracy Independent Study Charter School

Opened public hearing at 8:13 p.m.
No comments were made.
Closed public hearing at 8:14 p.m.

Consent Items:

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

Action: Approved and amended 13.1.4. Kaur, Silcox.
Vote: Yes-7; No-0.

- 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

- 13.1.2 Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment through Direct Sale to Vendor in Lieu of Disposal Expenses

- 13.1.3 Approve Accounts Payable Warrants (October, 2019)
(Separate Cover Item)

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

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

- 13.1.6 Approve Payroll Reports (October, 2019)

- 13.1.7 Approve Revolving Cash Fund Reports (October, 2019)

- 13.2 **Educational Services:**

- 13.2.1 Ratify Master Contract for Central Valley Training Center (CVTC), NPA for the 2019-2020 School Year (Separate Cover Item)

- 13.2.2 Ratify Agreement for Special Contract Services with Haynes Family of Programs S.T.A.R Academy NPA, for Compensatory Services for the 2019-2020 School Year (Separate Cover Item)

- 13.2.3 Approve Overnight Travel for Tracy High Varsity Softball Team to Notre Dame High School in Salinas, CA on March 20, 2020

- 13.2.4 Approve Out of State Travel for ISET Director to Attend the Annual Finalsite Conference in Orlando, Florida on March 4 – 7, 2020

- 13.2.5 Ratify Master Contract for Triumph Youth Services, LLC, NPS for the 2019-2020 School Year (Separate Cover Item)

- 13.2.6 Approve Parent Project Workshops for the 2019-2020 School Year

- 13.3 **Human Resources:**

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

- 13.3.2 Approve Classified, Certificated and/or Management Employment

Action Items:

14.1 Administrative & Business Services:

14.1.1 Consider Claim No. 578528

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

14.1.2 Certify 2019-2020 Fiscal Year First Interim Report
(Separate Cover Item)

Associate Superintendent of Business Services, Dr. Casey Goodall, presented a power point on the First Interim Report. This takes a snapshot of what the budget looks like. Historically, our expenditures are normally overstated by about \$3 million so if we are overspending by \$3 million or less, we call it a balanced budget. The current first interim reflects the cuts that the superintendent has proposed. Page 1 certifies that district can meet its obligations this year and two subsequent years. We are losing approximately 240 ADA per year. We are dropping more students than we are bringing in. This is happening throughout the state of California.

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

14.2 Educational Services:

14.2.1 Approve Revised TUSD Master Plan for Services to English Learners - 2nd Reading (Separate Cover Item)

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

14.2.2 Approve Discard of Obsolete Instructional Materials

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

14.2.3 Approve the Establishment Charter Petition for the Tracy Independent Study Charter School (Separate Cover Item)

Jason Miller, Tracy Unified's attorney on this matter, has reviewed the charter petition. He stated that the Board has 30 days to hold a public hearing and 60 days to make a decision. The Board shall grant it if it is consistent with sound education practices. His firm has reviewed petition and recommends the approval.

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

14.3 Human Resources:

14.3.1 Approve a Variable Term Waivers for Diane L. Pacheco – Certificate of Completion of Staff Development (SDAIE)

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

14.3.2 Approve Declaration for a Provisional Internship Permit

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

14.3.3 Approve Variable Term Waiver for Anna Thompson – Speech Language Pathology

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

Trustee Kaur requested to place College Bound on the agenda for further discussion.

Board Reports:

Trustee Silcox was impressed with the presentations. The cabinet and board are very thoughtful, and he reaffirms the confidence he has in them. These decisions are not taken lightly. We are losing 240 kids per year. These are difficult decisions. Trustee Souza confers with Trustee Silcox. Trustee Kaur thanked everyone for coming out and expressing concerns. Trustee Alexander thanked all

for coming out tonight. Trustee Costa commented that the Youth Advisory Commission students are part of the high schools in our district and Millennium. They have done a great job this year. Any students that would like to apply can go to the City of Tracy and talk to the Parks Commission about it. Trustee Pekari commended all for staying the entire night and showing dedication and interest in our children's education. It's always nice to hear from our high school board reps. He acknowledged the students who helped out with the light parade and tree lighting. Trustee Abercrombie attended an event at the Church of Latter Day Saints. He listened to choirs from West, Tracy and Kimball High Schools. They did a great job. There will be a short board meeting on the 17th for governance organization and then we will be back in January for our first regular meeting on the 14th.

**Superintendent
Report:**

Dr. Stephens thanked the youth that spoke tonight. The Red Carpet event was a great success. Everyone should save the date of January 20th for the MLK Breakfast that will be held at Tracy High School. We will have our board organization meeting next week. He attended West High's play "Clue" and it was a great play. He will be going Saturday to see Kimball's play. They do a great job. He wished everyone a "Merry Christmas".

Adjourn: 8:36 pm

Clerk

Date

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, December 17, 2019**

7:03 PM 1-3. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Roll Call: Board: S. Abercrombie, A. Alexander, J. Costa, S. Kaur, B. Pekari, J. Silcox,
Absent: L. Souza
Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall, B. Etcheverry

Board Organization: 4.1 Elect Officers: President, Vice President, Clerk

Action: Motion made by Silcox for Abercrombie to be President, Seconded by Costa. **Vote:** Yes-3; No-3(Kaur, Alexander, Pekari); Absent-1(Souza).
Motion failed.

Action: Motion made by Costa for Pekari to be President, Seconded by Alexander.
Vote: Yes-5; No-1(Abercrombie); Absent-1(Souza)

Action: Motion made by Silcox for Abercrombie to be Vice President, Seconded by Kaur.
Vote: Yes-5; No-1(Alexander); Absent-1(Souza)

Action: Motion made by Abercrombie for Costa to be Clerk, Seconded by Pekari.
Vote: Yes-6; No-0; Absent-1(Souza)

4.2 Appoint Representatives to the following committees:
Budget; Charter Schools; City Schools Liaison; District Attendance Area;
Facilities Advisory; Facility Use Policy Review; Special Ed; TAPFFA; Tracy
Learning Center/Ad Hoc Board Member; Tracy Parks
Action: Motion to keep all committees the same with no changes by Costa,
seconded by Abercrombie.
Vote: Yes-5; No-1(Alexander); Absent-1(Souza)

4.3 Approve Board Meeting Calendar
Action: Abercrombie, Kaur.
Vote: Yes-6; No-0; Absent-1(Souza)

Employees Present: J. Nott, L. Pekari, D. Schneider, K. Felisberto, J. Yasemsky,

| | |
|--|--|
| Press: | None. |
| Visitors Present: | R. Singh, T. Sandhu, K. Cheema, S. Cheema, A. Cheema. H. Dhillon, M. Randhmun, S. Sabharwal, B. Eversole, L. Swift, A. Dhillon |
| Student Rep Reports: | 5. None. |
| Recognition & Presentations: | 6. None. |
| Information & Discussion Items: | 7. Administrative & Business Services: None. |
| Hearing of Delegations | 8. Cleveland Masten apologies to the superintendent and the board of education for his comments made at a prior meeting involving the former director of special education. He became too emotional about the situation and didn't mean for anyone to feel threatened. He knows they care about this community. |
| Public Hearing: | 9. Educational Services: None. |
| Consent Items: | 10. Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified. Action: Costa, Abercrombie. Vote: Yes-6; No-0. 10.1 Administrative & Business Services: None. 10.2 Educational Services: 10.2.1 Approve Out of State Travel for Tracy High School Teacher-Librarian to Attend the International Baccalaureate Diploma Programme Workshop for Librarians in Houston, TX on February 13-15, 2020 10.2.2 Ratify Master Contract Agreement with Creative Alternatives, Inc. NPS for the 2019-2020 School Year (Separate Cover Item) |
| Action Items: | 11.1 Administrative & Business Services: None. |
| Board Reports: | Trustee Silcox appreciates the comments from Mr. Masten and wished everyone a Merry Christmas. Trustee Kaur appreciates everyone coming and for Mr. Masten's comments. She also thanked Trustee Abercrombie for all he has done and is excited for Brian Pekari becoming president. Trustee Alexander passed. Trustee Costa thanked Mr. Masten for his apology and wished everyone has a good Christmas. Trustee Pekari thanked Mr. Masten for his apology. He reminded everyone of a great opportunity to help with Brighter Christmas and animal rescue. He is excited to move forward as a team. Trustee Abercrombie thanked Mr. Masten for his apology. This weekend is Brighter Christmas. Friday they will be sorting toys and Saturday is action-packed with sorting food and distributing on Sunday. |
| Superintendent | Dr. Stephens thanked all the speakers. Last Saturday he attended <i>Charlie and the</i> |

Report:

Chocolate Factory. Kimball does a great job. He wished everyone a Merry Christmas.

Adjourn: 7:20 pm

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: January 7, 2020
SUBJECT: Receive Report on Declining Enrollment

BACKGROUND: The City of Tracy and the attendance boundaries that define the Tracy Unified School District experienced rapid growth during the late 1980s through the 2006-07 school year. The following table reflects the total enrollment of TUSD for the past 21 years.

| School Year | Tracy Unified School District | | |
|-------------|-------------------------------|-----------------|-----------------|
| | Enrollment | Annual Change # | Annual Change % |
| 1997-98 | 11,518 | | |
| 1998-99 | 12,176 | 658 | 5.71% |
| 1999-00 | 12,761 | 585 | 4.80% |
| 2000-01 | 13,816 | 1,055 | 8.27% |
| 2001-02 | 14,469 | 653 | 4.73% |
| 2002-03 | 15,028 | 559 | 3.86% |
| 2003-04 | 15,763 | 735 | 4.89% |
| 2004-05 | 16,584 | 821 | 5.21% |
| 2005-06 | 16,609 | 25 | 0.15% |
| 2006-07 | 16,656 | 47 | 0.28% |
| 2007-08 | 16,496 | -160 | -0.96% |
| 2008-09 | 16,374 | -122 | -0.74% |
| 2009-10 | 16,436 | 62 | 0.38% |
| 2010-11 | 16,423 | -13 | -0.08% |
| 2011-12 | 16,262 | -161 | -0.98% |
| 2012-13 | 16,258 | -4 | -0.02% |
| 2013-14 | 16,261 | 3 | 0.02% |
| 2014-15 | 15,761 | -500 | -3.07% |
| 2015-16 | 15,462 | -299 | -1.90% |
| 2016-17 | 15,157 | -305 | -1.97% |
| 2017-18 | 15,011 | -146 | -0.96% |
| 2018-19 | 14,646 | -365 | -2.43% |
| 2019-20 | 14,532 | -114 | -0.78% |

Note that enrollment increased from 11,518 students in 1997 to 16,656 students in 2006-07, an increase of 5,138 students, or 44.6%. Since that time, however, enrollment has dropped by 2,124 students, or 12.7% of the peak enrollment. The average annual decline for the past five years has been 246 students.

TUSD is not alone in its plight. School districts throughout California are experiencing declining enrollment. Declining enrollment is a normal part of a cycle of growth and decline that lasts approximately 30 years as the young students who originally lived in new homes move out. Eventually, the original owners will age and sell their homes to young families with children, and the cycle will reoccur, with enrollment numbers that will likely exceed those of the original cycle.

FUNDING: TUSD receives Local Control Funding Formula (LCFF) revenues of approximately \$10,041.26 per student (ADA). Students attend school at an approximate 95% attendance rate. Therefore, for each group of 246 students lost each year, $.95 \times 246 = 233.7$ ADA is lost. Multiplied by the per student revenue, then, TUSD is experiencing declines in revenue of approximately $233.7 \times \$10,041.26 = \$2,346,642$ each year.

When coupled with increasing pension costs and increased costs associated with special education services, these decreases in revenue require annual reductions in spending. Cost of Living Increases in the LCFF are simply inadequate to resolve the impacts of declining enrollment and increased costs.

RECOMMENDATION: Receive Report on Declining Enrollment.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 7, 2020
SUBJECT: **Trustee Discussion Regarding College Bound Program**

BACKGROUND: At the December 10, 2019 School Board meeting, Trustee Kaur requested that the College Bound Program be put on the agenda for the School Board to discuss at a future Board meeting.

RATIONALE: This Board Agenda item provides an opportunity for the School Board to discuss the College Bound Program.

FUNDING: No Cost

RECOMMENDATION: Trustee Discussion Regarding College Bound Program.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: December 16, 2019
SUBJECT: **Approve Accounts Payable Warrants (November, 2019)**

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (November, 2019).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: December 19, 2019
SUBJECT: **Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
MEASURE B BOND
January 14, 2020
SUMMARY OF SERVICES**

A. Vendor: North Tower Environmental
Site: North School Modernization
Item: Proposal - Ratify
Services: Pre-demolition hazardous material consulting services related to the demolition of buildings A, B, C, D and Portable 1 as shown on site map.
Cost: \$16,285.00
Project Funding: Measure B Bond Fund, Capital Facilities Fund

B. Vendor: Dryco Construction, Inc.
Site: Tracy High School – New Parking Lot
Item: Agreement
Services: Contractor to demolish existing fencing and block wall, provide an addition to existing parking lot and alteration to existing driveway, storm drainage and lighting for new parking lot.
Cost: \$763,129.00
Project Funding: State School Facilities Funds-Project Savings from Various Projects



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: December 5, 2019
SUBJECT: **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District**

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

Tracy Unified School District:

1. Tracy Unified School District/Food Service Department: From Southwinds Church for the amount of \$7,804.00 (ck. #15993). Southwinds Church has generously chosen to donate to Tracy Unified School District's Food Service program to cover the current school years overdraft breakfast and lunch balances for students throughout the District. This donation benefits the families of Tracy Unified as well as the District itself.

Central Elementary School:

1. Tracy Unified School District/Central Elementary School: From First Book, 508 books and 500 science magazines valued at \$5,687.00. These books and magazines will be distributed among the students of Central School.

Freiler Elementary School:

1. Tracy Unified School District/Freiler Elementary School: From YourCause, LLC Trustee for Pacific Gas and Electric Company/Employee Giving for the amount of \$504.00 (ck. #1110170290). This donation will be used towards classroom supplies.

Kimball High School:

1. Tracy Unified School District/Kimball High School: From Satvinder Singh for the amount of \$600.00 (ck. #1415). This donation will benefit Kimball High School's boys basketball program.
2. Tracy Unified School District/Kimball High School: From Esponsor Now, Inc. for the amount of \$5,037.35 (ck. #39368). This donation was raised using the Esponsor Now platform and it will benefit Kimball High School's boys basketball program.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Tracy Breakfast Lions Club for the amount of \$8,123.02 (ck. #1318). This donation was generated from proceeds earned operating Tracy High School's snack bar and it will benefit their athletic program.
2. Tracy Unified School District/Tracy High School: From Dr. Amar Nijagal and Dr. Malini Nijagal for the amount of \$1,500.00 (ck. #114). This donation is a contribution to the Nijagal Family Scholarship Foundation for the 2019/2020 school year.
3. Tracy Unified School District/Tracy High School: From Dr. Vasuki R. Nijagal for the amount of \$1,500.00 (issued by credit card). This donation is a contribution to the Nijagal Family Scholarship Foundation for the 2019/2020 school year.
4. Tracy Unified School District/Tracy High School: From the Vertical Raise Trust Account for the amount of \$4,584.00 (ck. #3911). This donation will benefit Tracy High School's weight training club.
5. Tracy Unified School District/Tracy High School: From Good Samaritan Community Services for San Joaquin County for the amount of \$3,000.00 (ck. #5203). This donation will benefit Tracy High School's Future Farmers of America (F.F.A.) program.

West High School:

1. Tracy Unified School District/West High School: From Good Samaritan Community Services for San Joaquin County for the amount of \$3,000.00 (ck. #5204). This donation will benefit West High School's Future Farmers of America (F.F.A.) program.
2. Tracy Unified School District/West High School: From Good Samaritan Community Services for San Joaquin County for the amount of \$3,000.00 (ck. #5208). This donation will benefit West High School's Air Force Junior Reserve Officer Training Corps (AFJROTC) program.

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

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

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: December 9, 2019
SUBJECT: **Approve Out of State Travel for Food Service Director and Food Service Coordinator to attend the ACDA Annual National Conference in Seattle, WA on April 26, 2020 – May 1, 2020**

BACKGROUND: The American Commodity Distribution Association is holding its annual conference in Seattle, WA which is provided to school nutrition professionals. There will be educational sessions with various topics. The American Commodity Distribution Association's mission is to strengthen the impact of domestic USDA Foods Programs.

RATIONALE: The educational sessions will vary in topics including community feeding, understanding role and responsibilities of different USDA Foods stakeholder groups, maximizing USDA Foods entitlement dollars, regulations and guidance on Federal feeding programs and procurement.

FUNDING: The estimated cost for this conference for Lois McDaniel, Food Service Director, is \$2,888.48 and the estimated cost for Rachel Pollard, Food Service Coordinator, is \$2,881.92. The estimated costs include registration, lodging, transportation and meals. The cost for this conference will be paid out of the TUSD Cafeteria Fund.

RECOMMENDATION: Approve Out of State Travel for Food Service Director and Food Service Coordinator to Attend the American Commodity Distribution Association 2020 Annual Conference in Seattle, WA on April 26, 2020 – May 1, 2020.

Prepared by: Lois McDaniel, Director of Food Service.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: January 14, 2020
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year**

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

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

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

RECOMMENDATION: Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year.

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



**2019/2020 School-Connected Organization/
Booster Clubs**

| Organization | Status | Current Reviewed Bank Statements |
|--|---------------------------------|----------------------------------|
| Bohn PTO | <i>Approved</i> | <i>Current</i> |
| Freiler Staff Parent Association | <i>Approved</i> | <i>Current</i> |
| George Kelly PTO | <i>Approved</i> | <i>Current</i> |
| Hirsch Parent Teacher Organization | <i>Approved</i> | <i>Current</i> |
| Homefield Advantage Athletic Booster Club | <i>Approved</i> | <i>Current</i> |
| Jacobson Staff Parent Association | <i>Approved</i> | <i>Current</i> |
| Jaguar Theatre Booster Club | <i>Approved</i> | <i>Current</i> |
| Kimball High School Athletic Booster Club | <i>Approved</i> | <i>Current</i> |
| Kimball High School PSTA | <i>Approved</i> | <i>Current</i> |
| Monte Vista Middle School PTO | <i>Recommended for Approval</i> | |
| Parents at Williams Staff Students (PAWSS) | <i>Approved</i> | <i>Current</i> |
| Poet Christian PTSA | <i>Approved</i> | <i>Current</i> |
| South/West Park Parent Club | <i>Approved</i> | <i>Current</i> |
| Tracy High Baseball Boosters | <i>Approved</i> | <i>Current</i> |
| Tracy Bulldog Band Booster Club | <i>Approved</i> | <i>Current</i> |
| Tracy High Football Booster Club | <i>Approved</i> | <i>Current</i> |
| Tracy High Softball Booster Club | <i>Recommended for Approval</i> | |
| Tracy High Volleyball Booster Club | <i>Approved</i> | <i>Current</i> |
| Villalovoz PFC | <i>Approved</i> | <i>Current</i> |
| West High Music Boosters | <i>Approved</i> | <i>Current</i> |
| West High Science Boosters | <i>Approved</i> | <i>Current</i> |

Revised 12/12/19



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: December 16, 2019
SUBJECT: Approve Payroll Report (November, 2019)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Report (November, 2019).

Prepared by: Reed Call, Director of Financial Services.

Pay Date 11/08/2019

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

| Fund | SACS Object | Amount | | |
|---------|-------------|----------------------------|-------------------------------|--------------------|
| Fund 01 | 1100 | 448,914.49 | Teachers' Salaries | |
| | 1200 | 1,003.80 | Cert Pupil Support Salaries | |
| | 1300 | 200.00 | | |
| | 1900 | 2,481.02 | Other Certificated Salaries | |
| | 1999 | 0.00 | 1000 Salary Payroll Errors | |
| | 2100 | 31,666.84 | Instructional Aides' Salaries | |
| | 2200 | 103,517.34 | Classified Support Salaries | |
| | 2300 | 4,818.48 | | |
| | 2400 | 16,577.52 | Clerical & Office Salaries | |
| | 2900 | 8,489.66 | Other Classified Salaries | |
| | | Total Labor | 617,669.15 | |
| Fund 01 | 3101 | 59,105.54 | STRS On 1000 Salaries | |
| | 3201 | 412.17 | PERS On 1000 Salaries | |
| | 3202 | 8,880.61 | PERS On 2000 Salaries | |
| | 3301 | 8,449.51 | | |
| | 3302 | 10,645.72 | | |
| | 3501 | 226.44 | State Unemploy On 1000 Salary | |
| | 3502 | 82.57 | State Unemploy On 2000 Salary | |
| | 3601 | 8,112.75 | Worker'S Comp Ins On 1000 Sal | |
| | 3602 | 2,958.94 | Worker'S Comp Ins On 2000 Sal | |
| | | Total Contributions | 98,874.25 | |
| | Fund 11 | 1100 | 19,269.38 | Teachers' Salaries |
| 1200 | | 1,003.80 | Cert Pupil Support Salaries | |
| 2100 | | 758.40 | Instructional Aides' Salaries | |
| 2400 | | 314.27 | Clerical & Office Salaries | |
| | | Total Labor | 21,345.85 | |
| Fund 11 | 3101 | 1,934.11 | STRS On 1000 Salaries | |
| | 3202 | 149.56 | PERS On 2000 Salaries | |
| | 3301 | 293.96 | | |
| | 3302 | 82.06 | | |
| | 3501 | 10.15 | State Unemploy On 1000 Salary | |
| | 3502 | 0.52 | State Unemploy On 2000 Salary | |
| | 3601 | 363.40 | Worker'S Comp Ins On 1000 Sal | |
| | 3602 | 19.22 | Worker'S Comp Ins On 2000 Sal | |
| | | Total Contributions | 2,852.98 | |

| Fund | SACS Object | Amount | |
|---------|----------------------------|------------------|-------------------------------|
| Fund 12 | 2100 | 4,245.07 | Instructional Aides' Salaries |
| | 2900 | 49.85 | Other Classified Salaries |
| | Total Labor | 4,294.92 | |
| | | | |
| Fund 12 | 3202 | 33.71 | PERS On 2000 Salaries |
| | 3302 | 178.86 | |
| | 3502 | 2.15 | State Unemploy On 2000 Salary |
| | 3602 | 77.00 | Worker'S Comp Ins On 2000 Sal |
| | Total Contributions | 291.72 | |
| Fund 13 | 2200 | 24,930.41 | Classified Support Salaries |
| | Total Labor | 24,930.41 | |
| | | | |
| Fund 13 | 3202 | 1,269.34 | PERS On 2000 Salaries |
| | 3302 | 1,294.03 | |
| | 3502 | 12.43 | State Unemploy On 2000 Salary |
| | 3602 | 446.86 | Worker'S Comp Ins On 2000 Sal |
| | Total Contributions | 3,022.66 | |

ESCAPE ONLINE

Pay Date 11/27/2019

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

| Fund | SACS Object | Amount | |
|------|----------------------------|---------------------|-------------------------------|
| 01 | 1100 | 5,000,424.95 | Teachers' Salaries |
| | 1200 | 332,289.25 | Cert Pupil Support Salaries |
| | 1300 | 550,442.26 | Cert Suprvrs' & Admins' Sal |
| | 1900 | 126,000.03 | Other Certificated Salaries |
| | 2100 | 429,553.73 | Instructional Aides' Salaries |
| | 2200 | 787,370.11 | Classified Support Salaries |
| | 2300 | 177,041.61 | Class Suprvrs' & Admins' Sal |
| | 2400 | 460,068.60 | Clerical & Office Salaries |
| | 2900 | 41,252.54 | Other Classified Salaries |
| | Total Labor | 7,904,443.08 | |
| 01 | 3101 | 996,585.74 | STRS On 1000 Salaries |
| | 3102 | 6,132.80 | STRS On 2000 Salaries |
| | 3201 | 35,631.83 | PERS On 1000 Salaries |
| | 3202 | 352,919.70 | PERS On 2000 Salaries |
| | 3301 | 89,380.92 | |
| | 3302 | 132,871.60 | |
| | 3401 | 642,841.52 | |
| | 3402 | 265,485.55 | |
| | 3501 | 3,004.73 | State Unemploy On 1000 Salary |
| | 3502 | 946.51 | State Unemploy On 2000 Salary |
| | 3601 | 107,714.11 | Worker'S Comp Ins On 1000 Sal |
| | 3602 | 33,972.93 | Worker'S Comp Ins On 2000 Sal |
| | 3701 | 73,417.23 | |
| | 3702 | 37,968.18 | |
| | Total Contributions | 2,778,873.35 | |
| 11 | 1100 | 11,039.46 | Teachers' Salaries |
| | 1200 | 8,076.04 | Cert Pupil Support Salaries |
| | 1300 | 10,706.96 | Cert Suprvrs' & Admins' Sal |
| | 2100 | 6,037.34 | Instructional Aides' Salaries |
| | 2400 | 8,522.97 | Clerical & Office Salaries |
| | Total Labor | 44,382.77 | |
| 11 | 3101 | 5,099.65 | STRS On 1000 Salaries |
| | 3202 | 2,871.43 | PERS On 2000 Salaries |
| | 3301 | 400.33 | |
| | 3302 | 1,051.65 | |
| | 3401 | 2,139.65 | |
| | 3402 | 1,977.13 | |
| | 3501 | 14.92 | State Unemploy On 1000 Salary |
| | 3502 | 7.30 | State Unemploy On 2000 Salary |
| | 3601 | 534.56 | Worker'S Comp Ins On 1000 Sal |
| | 3602 | 261.00 | Worker'S Comp Ins On 2000 Sal |
| | Total Contributions | 14,357.62 | |

| Fund | 12 | SACS Object | Amount | |
|------|----|--------------------|------------------|-------------------------------|
| | | 1300 | 2,107.90 | Cert Suprvsrs' & Admins' Sal |
| | | 2100 | 7,710.76 | Instructional Aides' Salaries |
| | | 2400 | 3,837.31 | Clerical & Office Salaries |
| | | Total Labor | 13,655.97 | |

| Fund | 12 | SACS Object | Amount | |
|------|----|----------------------------|-----------------|-------------------------------|
| | | 3101 | 360.46 | STRS On 1000 Salaries |
| | | 3102 | 421.42 | STRS On 2000 Salaries |
| | | 3202 | 1,261.82 | PERS On 2000 Salaries |
| | | 3301 | 27.79 | |
| | | 3302 | 629.20 | |
| | | 3401 | 196.08 | |
| | | 3402 | 1,131.29 | |
| | | 3501 | 1.05 | State Unemploy On 1000 Salary |
| | | 3502 | 5.78 | State Unemploy On 2000 Salary |
| | | 3601 | 37.78 | Worker'S Comp Ins On 1000 Sal |
| | | 3602 | 206.99 | Worker'S Comp Ins On 2000 Sal |
| | | Total Contributions | 4,279.66 | |

| Fund | 13 | SACS Object | Amount | |
|------|----|--------------------|-------------------|-------------------------------|
| | | 2200 | 130,991.65 | Classified Support Salaries |
| | | 2300 | 33,672.42 | Class Suprvsrs' & Admins' Sal |
| | | 2400 | 16,111.63 | Clerical & Office Salaries |
| | | Total Labor | 180,775.70 | |

| Fund | 13 | SACS Object | Amount | |
|------|----|----------------------------|------------------|-------------------------------|
| | | 3202 | 29,931.48 | PERS On 2000 Salaries |
| | | 3302 | 12,499.27 | |
| | | 3402 | 16,654.23 | |
| | | 3502 | 90.44 | State Unemploy On 2000 Salary |
| | | 3602 | 3,240.44 | Worker'S Comp Ins On 2000 Sal |
| | | Total Contributions | 62,415.86 | |

ESCAPE ONLINE



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: December 16, 2019
SUBJECT: **Approve Revolving Cash Fund Reports (November, 2019)**

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (November, 2019).

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

12/02/19

TUSD
REVOLVING CASH FUND
November 2019

| <u>Date</u> | <u>Num</u> | <u>Name</u> | <u>Memo</u> | <u>Paid Amount</u> |
|-------------|------------|-------------------------------|-----------------------------------|--------------------|
| 11/15/2019 | 9608 | CITY OF TRACY TRANSIT STATION | 120 STUDENT PASSES PO20-00964 | |
| | | | 01-3010-0-0000-7200-4300-800-2749 | -300.00 |
| TOTAL | | | | -300.00 |
| 11/21/2019 | 9609 | MANTECA BOWL | PO20-01598 DEPOSIT | |
| | | | 01-0000-0-1110-1000-4300-250-2323 | -800.00 |
| TOTAL | | | | -800.00 |



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: December 16, 2019
SUBJECT: **Approve Agreement for Special Contract Services between TUSD and Angela Beyer to Provide Neuroeducational Teacher Training for Teachers on January, 24, 2020 at McKinley Elementary School**

BACKGROUND: Through program evaluations and the students District and State Assessments, McKinley has identified the need to work on building a social emotional literacy among our staff and students. Ms. Beyer is a quality presenter that combines research-based understanding of how our body and brain work together to process information with a highly effective pedagogy and teacher methodology that is relevant to educators of students of all ages.

RATIONALE: McKinley School is a Title I School. McKinley has identified the need to better understand where our students are coming from as they attempt to process information. Neuroeducation is the study of how people learn best, acquire new information, and use knowledge to advance their own thinking. Angela has over 20 years of experience working directly with children in a multitude of settings and roles.

Angela will provide training for teachers on the January 24, 2020 Staff Development Buy-back Day. This in-service 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: McKinley MAA funds not to exceed \$1500.00.

RECOMMENDATION: Approve Agreement for Special Contract Services between TUSD and Angela Beyer to Provide Neuroeducational Teacher Training for Teachers on January, 24, 2020 at McKinley Elementary School.

Prepared by: Mrs. Carla Washington, Principal, McKinley Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Angela Beyer, 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 a presentation that is designed to help educators at McKinley School make a paradigm shift in their practice by utilizing knowledge about how our brain works and how that information can be used in the classroom. Training to be conducted on January 24, 2020.

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 three (3) [x] HOURS [] DAYS, under the terms of this agreement at the following location McKinley Elementary School.

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

- a. District shall pay \$500.00 per [x] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$1500.00. 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 January 24, 2020, and shall terminate on January 24, 2020.

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, Carla Washington, at (209) 830-3319 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

Professor/President
Title

Tracy Unified School District

IRS Identification number

Date

Professor
Title

Account Number to be Charged

3624 Five Forks Drive
Address

01-0000-0-1110-1000-4300-280-2323

Stockton CA 95219

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: December 19, 2019
SUBJECT: **Approve Overnight Travel for West, Kimball and Tracy High BSU Clubs to Attend the Black Students of California United (BSCU) Leadership Conference in San Francisco, California, March 6-8, 2020**

BACKGROUND: The Black Students of California United is in their fourth year as an organization but they have been working with students and BSU clubs for 20 plus years. Because of their association with the affiliate schools, the BSCU has quickly grown to 73 schools participating in their program. The stated mission of the BSCU is to “provide California’s African American youth with the tools, education and experiences to prepare them to become fully engaged participants in the state’s civic and economic life”. Please check out their website at www.blackstudentscu.org to learn more about their leadership team. The leadership conference provides workshops and distinguished lecturers to enrich the learning experience of the attendees. There will be 30 students from both high school BSU clubs attending the conference with three chaperones, Audrey Harrison (WHS), Kehia McKinney (Kimball), and Alana Escalante (WHS). We will stay at the Embassy Suites by Hilton, 150 Anza Blvd. Burlingame, CA. T.U.S.D. schools are closed on Friday, March 6, 2020 for a Board holiday, so students will not miss any class time. We will leave Friday and return Sunday afternoon. We will travel by bus if we raise enough funds through our MLK Breakfast fundraiser. If we do not, we will travel by district vans.

RATIONALE: The Black Student Union members learn how to be strong community and campus leaders in this conference. This should be an enriching experience for our students, exposing them to a professional environment and allowing them an opportunity to network with students from other schools throughout California. This meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The individual cost is \$225.00 per person; the estimated cost will not exceed \$6,800.00 for accommodations, meals and registration fees. The cost will be paid by the students attending and funds earned from the fundraising efforts of each club. A contribution of \$3300 (MAA funding) will be applied from West High, for West High students. No other TUSD contributions are expected.

RECOMMENDATION: Approve Overnight Travel for West, Kimball and Tracy High BSU Clubs to Attend the Black Students of California United (BSCU) Leadership Conference in San Francisco, California March 6-8, 2020.

PREPARED BY: Zachary Boswell, West High School Principal.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: December 17, 2019
SUBJECT: **Approve Agreement for Special Contract Services with Kagan Professional Development to Provide Cooperative Learning Training for Teachers at Hirsch Elementary School**

BACKGROUND: Through program evaluations and district and state assessments, Hirsch's School Plan has identified the need to increase rigor in all classrooms and build 21st century skills for all students. While working with the Rigor & Relevance Framework and our International Center for Leadership in Education (ICLE) consultant, we have identified the Rigor Rubric from ICLE as our professional development focus for the year. The Rigor Rubric is comprised of Academic Discussion, High Level Questioning & Thoughtful Work.

RATIONALE: In preparing students for potential STEM careers, Hirsch staff understands we need to engage students with more opportunities to communicate, collaborate, create, and think critically. Implementation of Cooperative Learning structures is an effective way for teachers to engage students in 21st century skills and be more intentional in "bumping up" the rigor in their lessons with respect to Thoughtful Work, High Level Questioning and Academic Discussion. Dr. Spencer Kagan's Cooperative Learning structures provide teachers with brain-friendly structures and strategies to plan more intentionally rigorous and interactive lessons that embed team building, class building and social skills. Cooperative Learning structures also engage every student in the academic environment, allow for differentiation amongst diverse needs and are incredibly easy to implement the next day with our current STEM curriculum. This training will be provided to teachers on the Staff Development Buy-back Day on January 24, 2020. This training supports the following District Strategic Goals: Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and Goal #2: Hire, support, develop, train and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: Hirsch Elementary School MAA funds not to exceed \$5500.

RECOMMENDATION: Approve Agreement for Special Contract Services with Kagan Professional Development to Provide Cooperative Learning Training for Teachers at Hirsch Elementary School

Prepared by: Ms. Catey Nasello, Principal, Wanda Hirsch Elementary School.



Letter of Agreement

This is an understanding and agreement between:

Kagan Professional Development (Kagan)
981 Calle Amanecer
San Clemente, CA 92673-2008

&

Wanda Hirsch Elementary
1280 Dove Dr
Tracy, CA 95376-8362

Federal Tax ID: 33-0593901

Kagan will present the following event:

- I. Topic: Kagan Cooperative Learning Day 1
 - II. Date(s): January 24, 2020
 - III. Total Day(s): 1
 - IV. Time: 8:30am-3:00pm
 - V. Location: Wanda Hirsch Elementary
-

Wanda Hirsch Elementary agrees to:

- I. Pay the consulting fee of \$3,499.00 for a maximum of 30 participants from Wanda Hirsch Elementary only.
- II. Pay the one-time travel fee of \$750.00. This fee covers all flights, lodging, meals, cab, rental cars, parking, and incidentals for the duration of the trainer visit.
- III. Purchase the Cooperative Learning Textbook (BKCLW), the Cooperative Learning Course Workbook Day 1 (NKWB1), and the Mix-Pair-Share Software (EMPS) for each participant at \$44.00 per person, plus any applicable sales tax. This is an additional course materials fee, not included in aforementioned consulting fee.
- IV. **Participants attending from outside Wanda Hirsch Elementary must pay \$219.00 per person (unless prior written approval is obtained from Kagan).**
- V. Sign and return this Letter of Agreement along with an approved purchase order at least 30 days prior to the start date of your event.
 1. For events which require the purchase of course materials, please note that these materials will be billed by Kagan Publishing (FEIN: 33-0378218). All other expenses related to the event will be billed by Kagan Professional Development (FEIN: 33-0593901).
- VI. Contact Kagan's Workshop Coordinator with a final participant count at least 30 days prior to the start date of your event.
- VII. If your signed agreement, approved purchase order, and participant count are not received at least 21 days prior to your event, you may be responsible for any additional shipping charges incurred.
- VIII. Comply with Kagan's Cancellation Policy:
 1. If the workshop is cancelled by Wanda Hirsch Elementary with at least 3 days notice, and is rescheduled to occur within three months of the original workshop date, Kagan will waive all expenses already incurred by Kagan.
 2. If the workshop is cancelled with 3 or fewer days notice, or is not rescheduled to occur within three months of the original workshop date, and Kagan has incurred travel and/or shipping expenses, Wanda Hirsch Elementary will reimburse Kagan for the expenses incurred.

3. If Kagan cancels the workshop for any reason, Wanda Hirsch Elementary will not be responsible for any expenses incurred by Kagan.
- IX. Provide a location to have the workshop.
 - X. Provide the following:
 1. Tables and chairs
 2. LCD projector with table, podium, extension cord with power strip, and screen (minimum 8'x8')
 3. Platform for presenter for groups over 50
 4. Lavalier wireless microphone and sound system for over 50 participants
 5. Three input cords to podium: 1) VGA cord to connect into venue projector; 2 & 3) two mini-jack input cords to connect into the venue audio system; one for the presenter's computer and the other for their iPod.
 6. Flip chart and markers (if applicable)
 - XI. Comply with the terms of Kagan's Copyright: <https://www.KaganOnline.com/copyright>. Wanda Hirsch Elementary agrees not to offer trainings on the copyrighted content of this workshop without Kagan's permission or certification.
 - XII. Collect a completed registration form from each participant in order to verify attendance and provide each participant a certification of completion.
-

Kagan agrees to:

- I. Provide consulting services.
 - II. Provide workshop materials for the instructor and participants that attend each day. Any materials in excess of attending participants will be sent back to Kagan.
 - III. Provide Wanda Hirsch Elementary with an invoice and copy of applicable receipts after the event has concluded; typically within 30 days. Please contact Kagan's Contract Coordinator at 949-545-6366 if your invoice is required by a specific date.
-

Both parties understand that:

- I. Wanda Hirsch Elementary may purchase Kagan product (except course materials) up to 3 weeks prior to the workshop date at a 10% discount plus free shipping. Please put your event date on your purchase order to ensure your discount.
- II. Any changes in content or time must be pre-approved by Chris Duffy, the Director of Educational Partnerships.
 1. Content shall include: Kagan Cooperative Learning Day 1
 2. Grade Levels: K-5
- III. Outside Participants: No participants from outside the host school will be allowed to attend this workshop without the prior consent of both parties. Superintendents, principals, and administrators in charge of providing staff development are invited to attend at no cost when approved by the Director of Educational Partnerships prior to the event. If registration fees are to be collected from outside participants by either Kagan or the sponsoring school or district, both parties agree that all registration fees will go to Kagan.
- IV. Advertising of any sort, printed or electronic, must be approved by Chris Duffy, the Director of Educational Partnerships before distribution. Copies of flyers, brochures, E-mail messages, or other advertising should be on file with Laurie Kagan, the Director of Professional Development.
- V. It is agreed by Wanda Hirsch Elementary that the presenter will administer a one-page Course Evaluation form to each participant. Wanda Hirsch Elementary will return all completed evaluations to Kagan.
- VI. It is agreed by Wanda Hirsch Elementary that no videotaping of the presentation will be allowed without prior written consent from the Director of Professional Development, Laurie Kagan.
- VII. Over-payments may be issued a credit coupon that can be used for prior, current, or future professional

development, and/or product at the customer's discretion. Refunds by check will be made at customer's request.

VIII. If events beyond the reasonable control of the parties (including, but not limited to, acts of God, declared war, governmental authority, terrorist attacks in or near the workshop site, or curtailment of transportation to or from the workshop site) make it illegal, impossible, or unreasonable for the trainer to perform as originally contracted under this Agreement, Kagan may terminate this Agreement, without liability. In the very extraordinary instance that an event must be cancelled by Kagan, Kagan agrees to reschedule the event, but will assume no financial responsibility to Wanda Hirsch Elementary for the results of the cancellation.

Required Billing Information (*Host school/district to complete*)

This agreement must receive board approval.

Yes No

If yes, date approved: _____

The billing contact is different from the Host as listed in the above Letter of Agreement.

Yes No

If yes, please complete the following:

Billing Contact Name: _____

Title: _____

Billing Address: _____

Phone: _____ Fax: _____

Email: _____

To indicate your understanding and agreement, please sign one copy of this Letter of Agreement and return it to Kagan.

Agreed to and accepted by:



(Signature)
Kagan Professional Development

Director of Educational Partnerships
(Title)

December 17, 2019
(Date)

Cary Miller

(Signature)

Wanda Hirsch Elementary

Associate Superintendent

(Title) for Business
Services

12/18/2019

(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 Kagan Professional Development, 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: Cooperatave Learning Day 1 training to teacher participants which includes, cooperative learning structures for student interaction that promote social emotional skills, positive relationships, and increase rigor level in classrooms per IGLE CIR rubric in thoughtful work, high level questioning and academic discussion.

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 one (1) [] HOURS [x] DAYS, under the terms of this agreement at the following location Hirsch MPR.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
- a. District shall pay \$4159 per [] HOUR [x] DAY [] FLAT RATE, not to exceed a total of \$5500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [x] SHALL [] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$750.00 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [x] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on January 14, 2020, and shall terminate on January 24, 2020.
5. This agreement may be terminated at any time during the term by either party upon three 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, Catey Nasello, at (209) 830-3312 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

22 - 2011

IRS Identification Number

Title

Address

92673

12/17/19

Title

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: December 17, 2019
SUBJECT: Approve Overnight Travel for Tracy High, TBA Activities Director, Athletic Director and Administrators to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV on March 4-March 7, 2020

BACKGROUND: CADA conference is a 60 year old vehicle which is dedicated to the promotion of enthusiastic and motivational leadership concepts. Their stated goal this year is to contribute to our leadership journey by providing empowering, passionate, inspiring and empower our activities and the culture of our school. Four employees from Tracy High will be attending this conference, TBA Activities Director, Gary Henderson (Athletic Director), Jon Waggle (Assistant Principal) and Jason Noll (Principal). They will drive personal vehicles to the conference and stay at the Grand Sierra Resort.

RATIONALE: Tracy High has a deep tradition of school culture and pride that stems from the activities provided to students on campus. The athletic director and administrators will learn how to use fun leadership philosophies to teach students how to become effective leaders and build school spirit while encouraging a culture of good clean fun at the high school level. The conference also has sessions on how to work hand in hand between activities, athletics and administration to further this cause and provides training on FCMAT compliance. This aligns with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals. 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 costs will not exceed \$5,000.00; which includes lodging, transportation, meals and registration. Tracy High ASB and Tracy High site funds will pay all expenses incurred for this conference.

RECOMMENDATION: Approve Overnight Travel for Tracy High, TBA Activities Director, Athletic Director and Administrators to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV on March 4-March 7, 2020

Prepared by: Mr. Jason Noll, Tracy High School Principal.



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: December 19, 2019
SUBJECT: **Ratify Agreement for Special Contract Services with 360 Degree Customer, Inc. for Speech and Language Pathologist Therapy Services for the 2019-2020 School Year with an SLP and SLPA provider**

BACKGROUND: Special Education students may require Speech and Language Pathologist Therapy services as part of their Individual Education Plan (IEP). Speech and Language Pathologist (SLP) and Speech and Language Pathologist Assistant (SLPA) helps improve speech and language development skills. Many of our special day class students currently have SLP written into their IEPs, and several more are awaiting SLP assessment. 360 Degree Customer, Inc. provides Speech and Language Pathologist Therapy services through a licensed Speech and Language Pathologist Therapist and an SLP Assistant as required by students' IEPs. Ratification is necessary in order to stay in compliance with legal IEP timelines.

RATIONALE: Tracy Unified School District does not have access to another licensed Speech and Language Pathologist Therapist or Speech and Language Pathologist Assistant in the District; therefore, it is necessary to provide these services through a contract arrangement. 360 Degree Customer, Inc. will provide services to students at their school site, and provide the teachers with consultation to carry over the therapy in daily instruction. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for the Speech and Language Therapy through an SLP or SLPA, contract will not exceed \$125,400.00 for the fiscal year beginning July 1, 2019 and ending June 30, 2020. Special Education contract expenses are funded through 602 funding for Special Education, and budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Agreement for Special Contract Services with 360 Degree Customer, Inc. for Speech and Language Pathologist Therapy Services for the 2019-2020 School Year with an SLP and SLPA provider.

Prepared by: Tammy Jaliq, Interim Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 360 Degree, 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: 360 Degree will provide speech and language services to special Education students requiring speech services. 360 Degree will conduct SLP assessments as needed, required per student needs.
360 Degree will provide speech and language services through an SLP and an SLPA. District shall pay \$95.00/SLP and \$70.00/SLPA per hour, not to exceed a total of \$125,400.

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 95 days () [] HOURS [X] DAYS, under the terms of this agreement at the following location various school sites
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay see above per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$125,400, Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [X] SHALL [] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$1,000 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 Jan. 14, 2020, and shall terminate on June 30, 2020
5. This agreement may be terminated at any time during the term by either party upon 45 days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tammy Jalique

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: December 18, 2019
SUBJECT: **Accept Resignations/Rctirements/Leave of Absence for Classified, Certificated, and/or Management Employment**

BACKGROUND:

CERTIFICATED RESIGNATION

| <u>NAME/TITLE</u> | <u>SITE</u> | <u>EFFECTIVE DATE</u> | <u>REASON</u> |
|--|-------------|-----------------------|---|
| Gardner, Shazana Science | Williams | 12/20/19 | Personal |
| McAllister, Ava 4/5 grade SDC | Bohn | 12/20/19 | Personal |
| Wichman, Casey .60 FTE Physical Education | Williams | 11/29/19 | Accepted .80 FTE Physical Education Position at West High |

BACKGROUND:

CLASSIFIED RESIGNATION

| <u>NAME/TITLE</u> | <u>SITE</u> | <u>EFFECTIVE DATE</u> | <u>REASON</u> |
|--|-----------------|-----------------------|---|
| Anderson, Kathleen School Supervision Assistant | Villalovoz | 12/01/19 | Accepted a 2 hour SSA position at Villa |
| Beltran, Luz School Supervision Assistant | South/West Park | 01/10/20 | Personal |
| Geiser, Gayle Special Ed Para Ed I | Williams | 12/02/19 | Accepted a 6.5 hour SPED Para position at WMS |

| | | | |
|--|-------------|----------|---|
| Medina, Monique Food Service Worker | Williams | 12/07/19 | Personal |
| Otto, Dawn STEPS ECD Associate Instructor | STEPS/Stein | 01/05/20 | Accepted Preschool Instructor position at North Preschool |
| Ramzi, Shakila Special Ed Para Ed I | McKinley | 01/04/20 | Personal |
| Sanchez, Antonio Utility Person III | MOT | 11/30/19 | Personal |
| Serrato, Maria Del Carmen School Supervision Assistant Bohn | | 01/07/20 | Accepted Para Ed I position at Bohn |
| Vader, Sherry Food Service Worker | KHS | 12/01/19 | Accepted a FSW position at Freiler |
| Villagomez, Pricilla School Supervision Assistant | Hirsch | 12/12/19 | Personal |

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

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: December 18, 2019
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Thompson, Anna

MANAGEMENT/CLASSIFIED
CONFIDENTIAL

Speech Language Pathologist (Replacement)
District Wide
LMP Class A, Step 8, \$40,156.00
Funding: Special Education

BACKGROUND:

Shahana Malik, Shahar

CERTIFICATED

8th grade Science (Replacement)
Williams
Class V, Step 13, "B" \$43,259.32
Funding: General Fund

Wichman, Casey

Physical Education (.80 FTE, New Position)
West High School
Class I, Step 1, "A" \$23,484.43
Funding: General Fund

BACKGROUND:

Alfaro, Carmen

CLASSIFIED

Para Educator I (Replacement)
Central Elementary School
Range 24, Step D - \$17.87 per hour
3.5 hours per day
Funding: Targeted EL

Anderson, Kathleen

School Supervision Assistant (Replacement)
Villalovoz Elementary School
Range 21, Step C - \$15.93 per hour
2 hours per day
Funding: General Fund

| | |
|--------------------------|---|
| Borges, Lori | High School Administrative Secretary (Replacement) West High School Range 32, Step A - \$18.72 per hour 8 hours per day Funding: General Fund |
| De La Rosa Juarez, Juana | School Supervision Assistant (Replacement) Central Elementary School Range 21, Step A - \$14.53 per hour 2 hours per day Funding: General Fund |
| Espitia Sanchez, Ana | Food Service Worker (Replacement) Kimball High School Range 22, Step A - \$14.85 per hour 3 hours per day Funding: Child Nutrition – School Program |
| Geiser, Gayle | Special Education Para Educator I (Replacement) Williams Middle School Range 24, Step C - \$17.07 per hour 6.5 hours per day Funding: Special Education |
| Herrera, Alejandra | Preschool Instructor (Replacement) North Preschool Range 30, Step D - \$20.56 per hour 7.5 hours per day Funding: Local #5 |
| Magana, Monica | Para Educator I (New) Hirsch Preschool Range 24, Step C - \$17.07 per hour 4 hours per day Funding: Special Ed IDEA Grant |
| Mounger, Jennifer | Para Educator I (New) Poet Christian School Range 24, Step A - \$15.56 per hour 3 hours per day/Tuesday through Friday Funding: Targeted EL |
| Otto, Dawn | Preschool Instructor (Replacement) North Preschool Range 30, Step D - \$20.56 per hour 7.5 hours per day Funding: Child Care & Dev. Gain – 50%; Local #5 |

| | |
|-----------------------------|--|
| Pelayo, Susana | Parent Liaison (Replacement) South/West Park Range 28, Step C - \$18.72 per hour 8 hours per day Funding: Targeted EL |
| Rodriguez-Ellsworth, Deanna | IEP Para Educator I (Replacement) Bohn Elementary School Range 24, Step B - \$16.28 per hour 6 hours per day Funding: Special Education |
| Serrato, Maria Del Carmen | Para Educator I (Replacement) Bohn Elementary School Range 24, Step E - \$18.72 per hour 3 hours per day, Tuesday through Friday Funding: IASA Title I |
| Vader, Sherry | Food Service Worker (Replacement) Art Freiler School Range 22, Step E - \$17.87 per hour 2.5 hours per day Funding: Child Nutrition School Program |

BACKGROUND:

Bigler, Justin

COACHES

Softball Varsity Head
Kimball High School
Stipend: \$6,051.75

Gallardo, Roger

Baseball Frosh
Kimball High School
Stipend: \$4,034.50

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: December 13, 2019
SUBJECT: Approve the Fiscal Year 2018-19 Annual Financial Audit

BACKGROUND: Education code 41020.3 requires that the governing body of each local education agency contract for auditing services and review, at a public meeting, the annual audit of the local education agency for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or management letter issue. This review shall be placed on the agenda of the meeting pursuant to Section 35145, which requires that the meeting be open to the public, that minutes be taken, and that an agenda be posted within the limitations of other regular board meetings.

RATIONALE: The audit for the 2018-19 fiscal year is complete and will be presented to the governing board for approval. The audit document represents the results of work completed in accordance with GASB Statement Number 34. The financial report states that in the auditor's independent opinion, the district's records represent fairly, in all material respects, the financial position of the Tracy Unified School District at June 30, 2019.

The audit confirms that the results of our operations and the cash flow of the district's funds for the year are in conformity with accounting principles generally accepted in the United States of America.

FUNDING: This report generates no cost.

RECOMMENDATION: Approve the Fiscal Year 2018-19 Annual Financial Audit.

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

EideBailly

CPAs & BUSINESS ADVISORS

December 16, 2019

Governing Board
Tracy Unified School District
Tracy, California

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Tracy Unified School District (District) for the year ended June 30, 2019. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated March 30, 2018. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Tracy Unified School District are described in Note 1 to the financial statements. No new accounting policies were adopted during 2019. We noted no transactions entered into by Tracy Unified School District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the District's financial statements were depreciation expense, unfunded pension liabilities and other postemployment benefits (OPEB).

Management's estimate of the depreciation expense is based on the estimated economic life of the assets. Management's estimate of the pension and OPEB liabilities is based on actuary studies performed. We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

As described in Note 9 to the financial statements, the disclosure of the total OPEB liability and related deferred outflows of resources required by the reporting of the District's reporting of OPEB related information are particularly sensitive. As disclosed in Note 9, a 1% increase or decrease in the discount rate and healthcare cost trend rates has a material effect on the District's total OPEB liability.

As described in Note 12 to the financial statements, the disclosure of the STRS and PERS defined benefit pension liabilities and related deferred outflows of resources and deferred inflows of resources required by the reporting of the District's reporting of pension related information are particularly sensitive. As disclosed in Note 12, a 1% increase or decrease in the discount rate has a material effect on the District's net pension asset/liability.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. During the year ended June 30, 2019, there were no such misstatements.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 16, 2019.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to Tracy Unified School District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as Tracy Unified School District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to Management's Discussion and Analysis, Budgetary Comparison Schedules, Schedule of Changes in the County Office of Education's Net OPEB Asset and Related Ratios, Schedule of the County Office of Education's Proportionate Share of the Net OPEB Asset, Schedule of the Proportionate Share of the Net Pension Liability, and Schedule of Contributions, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the Schedule of Expenditures of Federal Awards, the Combining Statements of Non-Major Funds and other supplementary information as listed in the table of contents, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of the Governing Board, the California Department of Education, the State Controller's Office, and management of Tracy Unified School District and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Eide Bailly, LLP
San Ramon, California



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: January 7, 2020
SUBJECT: Consider College Bound Program

BACKGROUND: Prior to this Board Agenda item, the Board of Education discussed the College Bound Program.

RATIONALE: This Board Agenda item provides an opportunity for School Board members to provide any kind of motion and vote regarding the College Bound Program.

FUNDING: No Cost for this agenda item.

RECOMMENDATION: Consider College Bound Program.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: December 18, 2019
SUBJECT: **Adopt Resolution 19-14, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds**

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

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

RECOMMENDATION: Approve Resolution 19-14, Authorizing the Elimination of Certain Classified Positions due to Lack of Work or Lack of Funds.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 19-14**

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

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

WHEREAS, the Governing Board of the Tracy Unified School District has determined that it shall be necessary to eliminate the following positions in the District not later than March 15, 2020 due to lack of work or lack of funds:

- a. Eliminate one (1) 7.5 hour/10 month IEP Para Educator I position
- b. Eliminate one (1) 6.75 hour/10 month IEP Para Educator I position

NOW, THEREFORE, BE IT RESOLVED that as of the close of the business day on March 15, 2020, the above referenced classified position shall be eliminated.

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

ADOPTED by the Governing Board of Tracy Unified School District on January 14, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
Attested:

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

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

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