

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
JUNE 23, 2020

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

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

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

MODIFIED MEETING PROCEDURES DURING COVID-19 PANDEMIC:

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Select "Watch on Web Instead"

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

To make a public comment, please follow this [Public Comment Link](#) available only on June 23rd between 5:00 and 6:00 p.m. to place your comment.

A G E N D A

- | | Pg. No. |
|---|---------|
| 1. Call to Order | |
| 2. Roll Call – Establish Quorum
Board: S. Abercrombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, J. Silcox, L. Souza
Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry | |
| 3. Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| 3.1 Administrative & Business Services: None. | |
| 3.2 Educational Services: None. | |
| 3.3 Human Resources: | |
| 3.3.1 Adopt Resolution No. 19-39, Authorizing the Non-Reelection of a Probationary Certificated Employee: #UC-1215. Pursuant to Education Code Section 44929.21(b) | |
| Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | |

- 3.3.2** Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___
- 3.3.3** Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

- 6a** Report Out of Action Taken on Adopt Resolution No. 19-39, Authorizing the Non-Reelection of a Probationary Certificated Employee: #UC-1215. Pursuant to Education Code Section 44929.21(b)
Vote: Yes___; No___; Absent___; Abstain ___

7. Approve Regular Minutes of June 9, 2020.

1-15

Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___

8. Student Representative Reports: None.

9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement: None.

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

10.1 Administrative & Business Services:

- 10.1.1** Receive Report on Duncan-Russell Community Day School and Willow School Move **16**

10.2 Educational Services:

- 10.2.1** Receive Report on Reopening of Schools **17**

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

12. PUBLIC HEARING: None.

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

Action: Motion ___; Second___. **Vote:** Yes__; No__; Absent__; Abstain__.

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

13.1 Administrative & Business Services:

13.1.1	Approve Accounts Payable Warrants (May 2020)) (Separate Cover Item)	18
13.1.2	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	19-20
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	21-22
13.1.4	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year	23-24
13.1.5	Approve Payroll Report (May 2020)	25-28
13.1.6	Approve Revolving Cash Fund Reports (May 2020)	29-30
13.1.7	Approve 2020-2021 Designation of CIF Representatives to League	31-33

13.2 Educational Services:

13.2.1	Receive and Approve the COVID-19 Operations Written Report for the Tracy Unified School District	34-37
13.2.2	Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant	38-63
13.2.3	Approve Agreement for Special Contract Services with Illuminate Education	64-75
13.2.4	Approve Agreement for Special Contract Services with Allyson Moore, Behavior Consultant, to provide Mental Health Evaluations to Special Education Students for the 2020-2021 School Year	76-79
13.2.5	Approve Agreement for Special Contract Services with Foundation Therapy Service for an Individual Educational Evaluation in the area of Occupational Therapy Assessment	80-83
13.2.6	Approve Agreement for Special Contract Services with Psyched Services for Psychologist Services for the 2020-2021 School Year	84-87
13.2.7	Approve Agreement for Special Contract Services between ProCare Therapy and the District to provide Sign Language Interpreter Services for the 2020-2021 School Year	88-98
13.2.8	Approve Agreement for Special Contract Services with Dr. James Bylund for an Independent Education Evaluation/Psycho-Educational Assessment	99-102
13.2.9	Approve Agreement for Special Contract Services with Mattie Spires, LMFT, to Provide Mental Health Services to Williams Middle School for an Additional Day of Services	103-106
13.2.10	Approve Specialized Grant Funding for the 2020-21 Agriculture Incentive Grant for West High School	107-114
13.2.11	Approve Agreement for Special Contract Services with Valley Community Counseling for Licensed Marriage and Family Therapist for the 2020-2021 School Year	115-118
13.2.12	Approve Agreement for Special Contract Services with Building Connections Behavioral Health, Inc. for a Registered Behavioral Technician (RBT) and a Board Certified Behavior Analyst (BCBA)	119-122

13.3 Human Resources:

- 13.3.1 Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment 123-124
- 13.3.2 Approve Classified, Certificated, and/or Management Employment 125-126

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 Adopt Resolution No. 19-37 to Identify the Amount of Budget Reductions Needed in 2020-21, 2021-2022, or 2022-2023 127-128
Action: Motion__; Second__. **Vote:** Yes__; No__; Absent__; Abstain__
- 14.1.2 Adopt the 2020-21 Annual School District Budget (Separate Cover Item) 129-131
Action: Motion__; Second__. **Vote:** Yes__; No__; Absent__; Abstain__
- 14.1.3 Adopt Changes to AR 4312.42 Drug and Alcohol Testing for School Bus Drivers/Commercial Vehicle Drivers, BP 3541.1 and AR 3541.1 School-Related Trips (Second Reading) 132-156
Action: Motion__; Second__. **Vote:** Yes__; No__; Absent__; Abstain__
- 14.1.4 Acknowledge Receipt of Administrative Regulation 1330.1 Community Rental of School District Facilities (Second Reading) (Separate Cover Item) 157
Action: Motion__; Second__. **Vote:** Yes__; No__; Absent__; Abstain__
- 14.1.5 Adopt Resolution # 19-35, Authorizing and Defining Names to Sign Orders on School District Funds 158-162
Action: Motion__; Second__. **Vote:** Yes__; No__; Absent__; Abstain__

14.2 Educational Services:

- 14.2.1 Acknowledge Changes to Administrative Regulation (AR) 1312.3 Uniform Complaint Policy & Parent Notification (First Reading) 163-179
Action: Motion__; Second__. **Vote:** Yes__; No__; Absent__; Abstain__
- 14.2.2 Adopt Resolution No. 19-34 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for the 2020-2021 School Year and to Authorize Designated Personnel to Sign Contract Documents 180-197
Action: Motion__; Second__. **Vote:** Yes__; No__; Absent__; Abstain__
- 14.2.3 Approve Tracy Independent Study Charter School (TISCS) Student Handbook for the 2020-2021 School Year (Separate Cover Item) 198
Action: Motion__; Second__. **Vote:** Yes__; No__; Absent__; Abstain__
- 14.2.4 Adopt Revisions to the District High School Student Handbook for the 2020-2021 School Year (Separate Cover Item) 199
Action: Motion__; Second__. **Vote:** Yes__; No__; Absent__; Abstain__
- 14.2.5 Approve Revisions to the District K-8th Grade Student Handbook for the 2020-2021 School Year (Separate Cover Item) 200
Action: Motion__; Second__. **Vote:** Yes__; No__; Absent__; Abstain__
- 14.2.6 Approve Appointment of Parent Representative to San Joaquin Special Education Local Plan Area Community Advisory Committee 201
Action: Motion__; Second__. **Vote:** Yes__; No__; Absent__; Abstain__

14.3 Human Resources:

- | | | |
|----------------|--|----------------|
| 14.3.1 | Adopt Resolution 19-38, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds | 202-204 |
| Action: | Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___ | |
| 14.3.2 | Approve Revised Job Description and Salary Placement for Coordinator of Health Services | 205-208 |
| Action: | Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___ | |
| 14.3.3 | Approve Declaration for a Provisional Internship Permit | 209-210 |
| 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** August 11, 2020
- 17.2** August 25, 2020
- 17.3** September 8, 2020
- 17.4** September 22, 2020

18. Upcoming Events:

- | | | |
|-------------|--------------------------|-------------------------------|
| 18.1 | August 11, 2020 | First Day of School 2020-21 |
| 18.2 | September 7, 2020 | No School, Labor Day |
| 18.3 | October 26, 2020 | No School, PT Conferences |
| 18.4 | October 28, 29, 20, 2020 | Minimum Day: K-5, K-8 and 6-8 |
| 18.5 | November 11, 2020 | No School, Veterans' Day |
| 18.6 | November 23-27, 2020 | Thanksgiving Break |

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209.830.3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aids or services, he/she should also contact the Superintendent's Office at least 24 hours prior to the meeting.

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, June 9, 2020**

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

- 6:30 PM:** 1-3. President Pekari called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, J. Costa, S. Kaur, B. Pekari, J. Silcox (Absent), L. Souza
Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall, B. Etcheverry
Steve Abercrombie left the meeting after closed session.
- 7:00 PM** 5. President Pekari called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Findings of Fact: #19-20/#69
Action: Costa, Souza. **Vote:** Yes-5; No-0; Absent-2(Silcox, Abercrombie)
6b Report Out of Action Taken on Reinstatements: #19-20/#30, #19-20/#31
Action: **Vote:** Yes-6; No-0; Absent-1(Silcox)
6c Report Out of Action Taken on Consider Settlement Agreement with Certificated Employee. The Board voted 6 yes with 1 absent, to approve a settlement agreement with a certain certified employee wherein the employee agreed to immediately submit her irrevocable resignation from employment and the District agreed to provide certain compensation and benefits to the employee."
Action: **Vote:** Yes-6; No-0; Absent-1 (Silcox)
- Minutes:** 7. **Approve Regular Minutes of May 26, 2020.**
Action: Souza, Kaur. **Vote:** Yes-5; No-0 absent-2(Abercrombie, Silcox)
- Visitors:** None. Meeting was live streamed via Microsoft Teams.
- Student Rep Reports:** 8. None.
- Recognition & Presentations:** 9. None.

**Information &
Discussion Items:**

10.1 Administrative & Business Services: None.

**Hearing of
Delegations**

11. *(The following comments were submitted online and in writing. These comments were read aloud by the board president during the meeting and copied into these minutes)*

Anna Arroyo: When you take the decision to cut all of the office personnel at West High tonight, you'll cause chaos within parents and students who need the assistance, whether it's for parent engagement and Spanish/English communication in a predominantly Spanish speaking school like the Parent Liaison position who also helps our at risk community or the assistance in the counseling department like the Counseling Secretary, assistance with the best West High program TUSD has to offer like the Space and Engineering Academy and AP testing secretary, the assistance in Career and Scholarship resources to our school like the Career Center technician and the bilingual para-educators assisting our English Learners in the classrooms. The removal of these services to the West High community will cause to go back in time, to make things difficult when our solely purpose as educators or school workers should be to set students ready to navigate a difficult world for them to make it better, we want to see every student succeeding and not fall into the cracks like it has been in past years. How will you replace that specific and vital help to the children in MY neighborhood? Speaking as a Tracy Resident.

Janae Aptaker: I would like the board to address why they are making cuts to para educators, staff, and sports even though the governor has agreed to pay districts the gap for the budget deficit. The bill even states that districts that use their reserves to get through this time, will be paid back in full.

Roshanda Watson: Would like to address the board regarding layoffs.

Sara Gomes: Please consider saving the jobs of secretaries, custodians, paras, and librarians at TUSD schools. These are VITAL jobs to help ensure our schools run smoothly and help give our students the best chance of receiving the quality education they all deserve.

Dawn S.: I think we can all call in, or email asking to save our positions, but the bigger question is how to save our jobs without compromising the students. They are the reason we have a job. Why can't we all just take a pay cut all across the board, like some other school districts are doing? Freeze hiring and don't fill empty positions. The Governor has not made his final decision yet, and TUSD has jumped the gun on this one, and caused unnecessary stress for everyone on the lay-off list. We can do better TUSD, we can solve this.

Emily Summa: Dear Board Members, It takes a village to raise a child, and I understand you have had a lot of hard decisions to make regarding finances for the future. As finances become available, please do everything in your power to bring back the cut positions. Students need them, they rely on them. They need para-educators for safety during PE and for assistance with our English language learners. They need librarians to help develop their love of reading. They need

custodians to fully sanitize on a daily basis, especially now. They need secretaries and clerks, those are the people that quickly help when they head to the office. They need the maintenance team to constantly fix what's broken to learn in a safe place. Every position is important, and we hope that as funds become available that positions will once again be filled.

Maria Rodriguez: why they have not taken into account the voice of the parents?? Although it is true that we are short on budget ,why not do a survey to listen to parents and know their opinions? we want the parents coordinators since without them we parents are lost.?

Cari Edwards Topic: Police Free Schools. PROBLEM. When discussing systemic racism, discrimination, and economic inequality we must recognize that students of color particularly Black & Latino are pushed into the school-to-prison pipeline, starting as early as pre-school. Central Valley school districts represent 21% of all school districts in CA, but 40% of the high suspending districts in the state and 61% of incarcerated population is Black or Latino – despite the fact they represent 30% of U.S. population. Nearly 68% of all men in federal prison never earned a high school diploma. The exposure to police increase the probability of arrest and it means suspended and expelled students are three times more likely to come in contact with juvenile justice system. The use of school resource officers (SROs) on campus leads to further problems down the line. Over the last 40 years the rise in punitive school discipline has been intrinsically intertwined. Schools have been complicit by allowing police to patrol and serve as de facto disciplinarians. The school-to-prison pipeline is a gatekeeper preventing students from accessing counseling and other services until initiated punishment and contact with law enforcement occurs, which is too late. We must address the use of police in schools and collectively seek to address this harm. ACTION. Asking TUSD to terminate the relationship with law enforcement and reimagine their relationship with other systems to better support student behaviors and emotional needs. Asking TUSD to put forward a new policy one that radically alters and removes policing from all TUSD schools. The road to lock up starts in the school system - change starts with us. Challenging the TUSD board to take action this school year and make all TUSD schools police free.

Fabiola Magallanes What were the reasons to determine which staff member will be laid off? Did you think on the impact that the lay off will cause to our children and families? What's going to happen when students can't attend schools because they won't have transportation services? What are going to do as parents when we go to our schools and we won't have the help in our own language? Providing bilingual staff is a right!

Carrie Rio: The staff at risk for layoffs are invaluable to the quality of education provided to our children. Removing these important jobs will be detrimental to Tracy, considering that the professional workforce in town is already extremely limited compared to the amount of residents in our community. I was born and raised in Tracy, and I was hoping to raise my children here as well, but it makes me question that decision when I know that my kids may not be receiving the best education or opportunities in this area. The layoff of dedicated staff will negatively impact the children of TUSD, as well as Tracy's overall desirability as a place to

live, work, and raise a family. If there is any way to move the funding around to satisfy the budget, it is imperative to do so, before essential personnel are lost for good.

Alan Arroyo Chavez: With regards to the budget cuts that the Board of Education is deliberating, how will the School District continue to provide adequate resources for the marginalized communities that schools such as SouthWest Park, North and Merrill F. West High continue to serve? Without bilingual Para-Educators, Translators, or the Parent Liaisons, how do you plan to maintain a tighter connection between families who do not have access to English resources, and the schools that their children attend? How do you plan on ensuring their children's success in school when non-English speaking parents will be effectively excluded from participating in their children's education? You have a responsibility to serve all students, regardless of theirs and their families ability to speak English. Approving the proposed budget cuts will effectively curtail their participation in their school communities, hindering their children's success.

Angela Worden: Why hasn't the district addressed the \$3 million it is getting from the CARES Act? And has the salaries of upper management been cut prior to considering cuts in other departments at this time classified employees?

Rowena Isip: Regarding Ana Brekke, Jacobson School Librarian. Please consider keeping Ana Brekke as the librarian at Jacobson School. She is an asset to our school family and had helped the staff in many ways. Ana had helped with Spanish translation and assisted other staff members when needed. She's always willing to help in the classroom and/or supervision, and she's so dedicated to the students! Ana Brekke is essential to our school! Thank you for your consideration!

Fabiola Magallanes: What were the reasons to determine which staff member will be laid off? Did you think on the impact that the lay off will cause to our children and families? What's going to happen when students can't attend schools because they won't have transportation services? What are going to do as parents when we go to our schools and we won't have the help in our own language? Providing bilingual staff is a right!

Jenn Lorst: There a few things that should be noted. Gov. Newsom on 6/3 agreed to a plan that would cover the state's estimated \$54.3 billion shortfall while avoiding most of proposed budget cuts to public education and health care services. According the the news we have heard Senate President Pro Tem Toni Atkins says the plan ensures full funding for public schools. Also where are the cuts in Admin? How will a school meet the needs of students with the cut of many of these essential personnel. Why is the district unwilling to dip into the reserves to save the jobs of people who have given them dedication and years of service.

Nicole Adkins: We need to keep our paraprofessionals for Physical Education. To ask us to safely watch over 45 plus students alone is unfair at best. With large class sizes, low equipment that needs to be sanitized, keeping students separate, no break in between classes, this is not the time to take away our paras. They are invaluable to us. You should want to keep the students of TUSD safe which means

allowing PE to utilize paras during the day.

Ana Brekke: To Whom this May Concern, Please please please don't Layoff us Library Techs. As previously known the Library Techs had suffered with hours being cut during last 2008 recession. Being new to TUSD, I have found a home, in hopes I could spend many years working with TUSD. My tittle is Library Tech at Jacobson Elementary school. I have not only met wonderful staff, I have built a relationship with staff and students. Students who come to the library during their recess time to come look at book and sit on the carpet to read, or simply they come to ask questions about the books or comment on what they are reading on. Or by wanting to have lunch bunch with me. I have spent money out of my own pocket to re decorate the Jacobson Library, sometimes even working after my assigned hours to make sure all looked neat and ready for the kids in the next morning. As our First Partner of California suggests, reading is Fundamental to those students. Students always look forward in coming to the library each week, as I have mention I do let a small group come during morning recess to read. During our place in shelter I had weekly zoom meeting with students from K-3 to make sure they still got the Library time. They always looked forward in seeing Mrs. Brekke (me). Please don't cut our jobs, if you want to cut a bit of our pay, I am okay with that. Our California Governor was approved the money to fund each and every employee in all district to make sure no one suffers. Please Please Please consider keeping our jobs.

Precious Holmes: Hello I would like to discuss my disgust in the budget cuts for our schools. With all the building and new families here we need more money into the schools not less! I know Of a few amazing teachers you are laying off which is a HUGE loss for our kids. Houses are too expensive here for such a poor school district. Get rid of stupid common core math, and pay our teachers properly! Give them the support that they need and deserve. Thank you for your time.

Rafael Soares: How are schools going to operate efficiently/effectively and offer a safe working environment to all staff and students with a skeleton crew?

Barbara Moser: My name is Barbara Moser. I work at McKinley Elementary as an EL Para and I'm also the ELPAC Coordinator. I've been with TUSD for 19 years. I work with small groups of EL students in all grades, in which we work on ELA and math. I also administer the ELPAC to the majority of our EL students. Seeing the growth in our EL students is very rewarding, even more so when this process allows us to reclassify them as fluent. I am beyond devastated that my position is possibly being eliminated. I put my heart and soul into being an educator and I am very sad as to what the future holds for our students, if they don't receive the services that they need and deserve. It takes a village...

Michelle Nisbet: I want to start by saying Para Educator position of 14 years is on the list. In those 14 years I have worked with ELD students dedicating myself to raising test scores and helping them become fluent and successful. I have supported teachers and admin and worked hard for our students and families. Many of us have dedicated years and years of service to this district and the realization that we are so dispensable is disheartening. Gov. Newsom on 6/3 agreed to a plan that would cover the state's estimated \$54.3 billion shortfall while

avoiding most of proposed budget cuts to public education and health care services. According to the news we have heard Senate President Pro Tem Toni Atkins says the plan ensures full funding for public schools. What are the plans after this news?? We feel like we are in the dark here. We urge you to keep us updated. We have families to feed and bills to pay and with our skills being solely in education you can imagine this is a scary scenario.

Amy Griffin: I feel it's a priority to preserve the jobs of paraeducators, librarians, clerks, custodians, secretaries and most importantly teachers. It takes a village to educate and properly care for and supervise our children. When we lose staff in any capacity at school, the quality of education and safety is compromised. Now with COVID and the health practices in place, proper staffing to ensure health and safety of students is more important than ever.

Jodi Seifert: I understand that we have suffered some in these hard time, I understand that some changes may need to be made. I believe however that without our staffs; teachers, secretaries, janitors, paras, librarians, and everyone else who works hard to educate/care for our children they will suffer. If any of those jobs get eliminated other staff members will have to pick up the slack and than those staff members picking up the slack will not be able to focus on the job they were hired to do. Which can lead to low morel. I please ask that when making these hard decisions that you think about the effect it will have on the children.

Alina Chavez: 1. How the school wil function next school year? 2. How come parents and students haven't received a survey to see how do we want the school to function next year? 3. How come you are cutting biligual positions like the Parent Liaisons positions, and the biligual Para_Educators when students compose a total of over 60% of spanish speakers or English Learners in some school? 4. How much does the district have on emergency funds? And how come you aren't using those emergency funds to rescue some "key" positions as COVID-19 is a sanitary emergency?

Ana McMath: It is not fair to that cuts should be made because a lot of us will loose our jobs. This is about kid's education and you can't take their education away. Especially special education paraeducators are essential to help all the students to be successful at school. All the classified staff are essential We need our jobs.

Lulu Flores: I'm very concerned that our Superintendent Dr. Brian Stephens approved to eliminate 150 classified jobs for Tracy Unified School District. All these jobs will affect students, parents, teachers and the community of Tracy. Librarians are essential to our students & teachers. They only work 4 hours, 4 days a week and in that short time they assign text books, library books and check library books and schedule times for teachers to use the library & computers. We encourage students to read because we know knowledge is power but somehow we discourage this by cutting librarians. Custodian employees maintain one school site and they continuously clean our schools, especially now with Covid 19. Utility 3 employees clean schools, but they are working as a crew and are scheduled at 4 or 5 schools. They are given 3 or 4 hours to clean site yet this is not enough time to thoroughly clean our schools. There are times when many students in different

classes get sick simultaneously. How will you ensure the safety of our students & staff if we don't have enough Custodians to keep our schools clean? Para Educators help in the classroom not only with educational needs but they also supervise so that there is order in the classroom especially when students are having difficulty with other students. How will you protect students when there is a conflict/fight and not enough personnel to maintain order in the classroom? Secretaries, Clerks, and Parent Liaisons assist students, parents, teachers and the community. They maintain a variety of reports, school records, and important documents. Many work on correcting Cal-Pads discrepancies. We are very short handed in some of these positions. This will have a domino effect where tasks will not be completed. I am concerned that you want to cut so many jobs without the State of California passing a budget. Let us not forget the district has hired many coordinators for Tracy Unified School, why would we need them if you are terminating 150 classified positions?

Ashley Fisher: My name is Ashley Fisher, this is my third school year as a Library Tech at McKinley Elementary. I am extremely saddened that my position may be one of the 6 library techs eliminated. At all of our K-8 schools most children only visit the library twice a month as the Library is not even open school hours. With the reduction in Library Tech positions, I can only imagine that most children will then only visit their school library once a month. Libraries should be the heart of the school, literacy and free access to diverse books is vital to everything we do. Please consider how important having a Library Tech at every site is for the students.

Brenda Mireles Jacinto: Please consider keeping Ana Brekke at Jacobson School as the librarian. She has only been at Jacobson for one school year and it's unbelievable how committed she is with this position. She has been such an asset to Jacobson overall. Ana has assisted in classrooms when there is a shortage of staff as well as translated for numerous occasions. The staff and students have the utmost respect for her. Everyone can plainly see how much Ana loves her position as a librarian at Jacobson.

Liz Chavez: I do not know how to start expressing my concerns about the positions that will be dissolved. It's not just any jobs that are being dissolved, they are jobs that pour into the lives of children. My first question is, where is the budget cuts in the superintendent's salary? Don't you think, you should start there? How is it possible to take away special education services to children who really need the help? How are you helping out the families of special needs children when you are taking away resources and support from them and their child? How is possible to take away transportation to children who rely on that to get to school? It's easy for you to sit behind a desk and determine what to take away, because your job is secure. I have friends who serve as paras, bus drivers, custodians, and secretaries at different schools and they contribute so much to their job and the needs of families. I understand we are in hard times right now, but aren't children the future of this world? I am praying with all of my heart that a better solution comes up. If the school district has been struggling in the past, the dissolution of positions will make it worse. The children need to be the first priority, and from what it looks like right now, they are not priority. Please do not allow for employees to be put off their job, they rely on their income to take care of

their families.

Mike Caulfield: It's with great disappointment I write this message. Currently we have roughly 150 CLASSIFIED brothers and sisters being laid off (some with over 20 years of loyal service to the District). Unfortunately, at the same time the District recently hired a new management employee starting July 1st making a whopping \$680+ a day (which is over \$150,000 a year). The District's justification for these massive layoffs is budget cuts from the state. While I acknowledge there maybe tough financial times ahead of us, our District still sits on a WHOPPING financial reserve of roughly 29 million dollars, simultaneously choosing to waste funds hiring consultants and spending unnecessary large amounts of our Districts money on legal fees. Despite year after year of disastrous budget predictions our Districts reserve seems to magically grow. I'm concerned about the accuracy of past, present and future budget predictions. I'm very saddened that the District has chosen to cut so many CSEA jobs so irresponsibly. Without even waiting to see the states final budget. What other layoffs and reductions is Dr. Stephens planning to implement on himself and his management team. That will be the true test of fairness!!!! During the great recession Dr. Franco was our superintendent during that time Sheila Harrison, held the position of Associate Superintendent of educational services and was also over seeing Human Resources this was due to lack of school funding it was the worst recession in over 50 years. Dr. Franco also implemented hiring freezes and didn't layoff half as many people that are being considered now, why are we hitting classified so hard and only 3 vacant management positions are being eliminated. We have never been so top heavy in management. Where are the tough reductions to management? My additional concern with so many Para Educators losing their jobs the teachers will have to absorb Para Educator responsibilities along with their normal duties and will result in a negative impact on our children's learning. What happened to loyalty?

Yensy Bonilla: Tienen conciencia de la errónea decisión que están tomando al quitar la posición de Ana Arroyo?Cómo madre de familia latina no permitiremos que eso pase ya sea que tengamos que realizar marchas y llagar hasta los noticieros locales no permitiremos que nos discriminen de tal manera quitándonos a Ana Arroyo que es la persona más importante para nosotros en nuestra comunidad latina no lo permitiremos (Translation: Are you aware of the wrong decision you're making by removing Ana Arroyo's position? As a mother of Latino family we will not allow that to happen whether we have to make marches and call up to the local news we will not allow us to discriminate in such a way by taking away Ana Arroyo who is the most important person to us in our Latino community we will not allow it)

Maria Arce: I am hoping that the board would consider giving those long term employees who have been committed and dedicated to TUSD a Golden handshake. I feel now we are being forced to retire. I have completed my 40th year and have truly enjoyed my job and working with students for so many years. Please value our dedication. Eliminating all positions is devastating. Thank you for your consideration.

Alina Chavez: 1. How the school wil function next school year? 2.How come

parents and students haven't received a survey to see how do we want the school to function next year? 3. How come you are cutting biligual positions like the Parent Liaisons positions, and the biligual Para_Educators when students compose a total of over 60% of spanish speakers or English Learners in some school? 4. How much does the district have on emergency funds? And how come you aren't using those emergency funds to rescue some "key" positions as COVID-19 is a sanitary emergency?

Caroline Murphy: To whom it may concern , I would like to plead with the board to make minimal cuts to special education and resources throughout TUSD . We are aware as parents that times have been hard and nobody knows this more than a parent trying to teach their special needs child / teen / adult through distance learning . Our kids have been effected More than you will ever know , and as statistics show they are at higher risk for regression in education . Cuts to resources as this stage could be detrimental to their education and make it impossible for staff members to adhere to IEP goals .

Carl Walter: Dear Superintendent Stephens and Distinguished Board Members: I'm writing this evening to address the proposed layoffs on this evening's agenda (14.3.1). These cuts to the classified unit are based on Governor Newsome's proposed budget, which included a 10% cut to LCFF funds. Last week, the California State Assembly ratified a proposed budget, that fully funds the District for 20-21 and includes a 2.3% COLA based on the "Heroes Act." The Assembly's budget calls for a series of funding deferrals, in the event the State does not receive a Federal bail out by October, 2020. These deferrals might be financially difficult for some Districts, who may then choose to seek out loans, in order to bridge a temporary gap in funding. The Assembly's proposal provides that District's will be made whole as a result of any deferrals in funding. Given these specific circumstances, it's the position of California School Employees Association that these proposed layoffs are premature and would cause unnecessary harm to the students and community at large. We respectfully request this matter be tabled until a budget is formally adopted.

Eria Ryan Espersn: I'd like to address the Board regarding Agenda item #14.3.3 Our governor has funded the schools and I'm hoping this will keep the classified employees from being laid off. I work as a PE Para Professional assisting the teacher with over 45 students. Ensuring clean equipment, social distancing and safety always, especially in this time of Covid19, is not only essential but should be required. Our students must come first.

Bridget Huff: This is the time to ensure that all students are safe and that they are able to close the gap that was created by the coronavirus. Cutting the jobs of librarians, para professionals is not going to close this gap but rather but students at risk of falling further behind. In the case of the pe paras, it will be putting students at greater risk for injury. Sixty five students to one teacher is not a safe ratio. If library techs are eliminated or made to cover multiple sites, students will not have access to books to read. Our goal is rigor, relevance, and relationships. If we hope to help this next generation of students then we need to commit to ensuring they are safe, well supervised, and are able to close the gap that covid-19 created.

Vanessa Alvarez: My child is to begin kindergarten this year, and i am deeply concerned about the quality of education my child will receive with the major cuts they are wanting to make in the schools. I worry of classes being at capacity putting our children's education at risk from learning in a proper and non stressful environment. We should not be taking away Help from The schools and children but adding if anythjng, especially now just having a worldwide pandemic. We need our maintenance workers more then ever right now to make sure the schools are properly maintained. The teachers need assistants in classes with them to help with the flow of classrooms. We need librarians in schools to assist our students with their reading. I'm very concerned about what the TUSD is doing and don't want to have to consider looking for a private school for my child because I feel that TUSD will not have the right priorities for my child.

Cristina Resendiz Johnson: I am writing to urge each of you to vote against eliminating the Parent Liaison Position. As a first generation student and Attorney, I know first-hand how critical having an open communication with teachers and administrative staff can be in a child's life. Without this, a student is often left on their own to navigate the ins and outs of the CA educational system. As you are well aware, this is hugely because it is simply impossible for every teacher and administrator to know everything about each student, their families and their backgrounds with things like budget cuts and the lack of resources our Tracy public schools currently face. The hurdles monolingual, non-English speaking students and their families face is exponentially harder. Without support or a sense of community, these students and their families get lost in the shuffle. I was nearly lost in the shuffle. In an unprecedented era of pandemic, fear and uncertainty we face challenges that will shape and impact future generations in ways we cannot even imagine. Those most disadvantaged stand to lose much of what little resources they have now. Parent liaison's work with the most vulnerable amongst our community: families from low socioeconomic backgrounds, foster youth, families experiencing homelessness, and many more. In a time where we categorize employees as, "essential vs. non-essential," I am here to tell you that the Parent Liaison role is unequivocally essential. Do not allow our students to lose such a critical resource. Please vote AGAINST eliminating the Parent Liaison position.

Debi McComber and Jill Alcazar: We are paraeducators in the PE department and understand that our position maybe on reduction for the next school session. I wanted to list a couple of key reason why our positions are essential and should be kept. We provide direction with academic and physical assistance to students with and without disabilities. Assist in implementing teacher's academic lesson plans and instruction. Monitor and oversee student drills, warm ups, all activities of physical education. With our communication skills, we assist in shaping students behavior through positive reinforcement and other strategies. Provide clerical support to teachers and preparing daily activities, administer fitness testing. With 250 kids per period its essential that we maintain a safe environment for the students. Assure that the health and safety of each student by following established practices, and procedures, cleans and maintains the physical education equipment, is in working condition on a daily basic. In conclusion we feel that our position are essential to the lives of our students because we provide social, emotional,

academic, and vocational success for our students to succeed.

Stephany Chavez: As a parent of a prospective kindergarten student I do not feel comfortable sending my child to a district where the teachers will not have the support they need from the para-educators. Also with all the regulations set out by the state and Mr. Thurmond how is the school going to keep the schools clean when they are planning to eliminate maintenance positions. I understand because of covid-19 there has been budget cuts but the district should be able to manage this situation in a better way.

Michelle Kammen: First and foremost, I would like to say that my job means a lot to me, as well as the students and staff that I work with. Eliminating my position would cause great harm to them. In my almost 24 years with this district as a Security Person, I'm concerned about the safety and well being of each and every one of them. We, as classified employees are the glue that hold the schools together, and keep them running smoothly!! I hope you come to realize this, and rethink your decision. Thank you.

George Scott: Will there be any cuts to management to help the workers who are struggling to make ends meet to retain a job? Also, will the superintendent be willing to take a pay cut to help retain some of the essential workers? I've heard of other districts taking pay cuts to help their fellow worker. Employees who are making 100k and higher could easily take a pay cut. I've heard that Congress is looking at fully funding schools. When would the employees who have received layoff notices be informed if they will be able to continue employment?

Kehia McKinney: I know without a doubt the condition of the TUSD budget is a heartbreaking matter for you. I continue to thank you for your service in the community. I am writing today as one of the eliminated employees due to the lack of funds. This mass cut of classified employees is astonishing. The question is how will our students and parents be served? I am sure there is a plan but as people on the front lines for 8 (in my case) and 20 years, we just don't see it. I believe that the school board, management, and classified employees alike care about our students and our Tracy community as a whole and don't want to see this happen. But in some form it must. Without knowing details the conversations I have had include what management positions are being cut. It is no secret that many make 100k plus a year. The classified employees list of eliminated positions are made up of so many people making 35k or so. As announced a new management position earning 150k a year is starting this summer? This alone makes this pill too hard to swallow. Not hiring that 1 position could save 6 people's livelihood. Why would TUSD make a decision like this. We have tremendous minds at the DO already. This is the time everyone is taking in more responsibility. It optics make it appear that the cuts are not across the board. What about a voluntary pay cut for those making \$100 plus. How are we communicating this drastic cut in services to our students, families, and communities? I am usually not at a loss for words however the feeling of devastation is what resonates. TUSD can survive and thrive with those who are here for the kids and community. I would like to know if pay cuts are an item on the table? It would be interesting to know who and how many in management are willing to put their money where their mouth is in order to make

this situation better for students and coworkers. We need transparency. Again, I know where your heart is Brian and I respect you for that. Praying that God will lead you and be with all of us during this time.

Paulina Magallanes: I have noticed that most of the employees that are losing their jobs are bilingual in both English and Spanish, how was this decision made?

Lorraine Toll: I understand that these are difficult times. Budget cuts are not a positive impact they are exactly the opposite, a gigantic negative impact. Our schools are hanging on by a thread and treading water as it is currently. Parents, staff and local businesses are forced to donate materials and or money to keep supplies and events afloat. Budget cuts will only cause an increase in stress, heavier workload and irreparable damage. Staff and students will greatly suffer with such an unwise decision. A budget increase is and has been needed for quite sometime to fund our schools. I implore you to understand the consequences of this disastrous decision to remove abundantly MORE from our teachers and kids. Budget cuts should be taken from the top at government and state level, not at our ground level. I volunteer five days a week open to close and I see first hand the repercussions, stress and damage from the current budget cuts already in place. Our children have suffered enough, it's time to put them first, they are the future...ENOUGH is ENOUGH!!!

Jessica Alfaro: Please reconsider the cut of Parent Liaisons, they are a big help to parents, teachers and staff. I think this position is overlooked and people do not realize all that they do. Most events and fundraising is lead by them, translations for IEP's, Parent involvement and much more. In Tracy the majority of parents speak Spanish and most of the schools only have the Parent Liaison to assist those parents. As a parent I feel that this is the best way I'm informed of what is going on in my school. If we need to reduce, at least we can keep 6 of the 9 High school as is, and K-5-K-8 can take 3 schools each. Keeping of course the 6 employees who have been with TUSD the longest. I think there are other ways to cut than eliminating valuable assets. I don't understand why this is happening now if budgets were already in place. PLEASE KEEP OUR PARENT LIAISONS!

Edith Almendares: why take the parent coordinators away ... when they are an important part of the schools.

Aurora Rodriguez: What's the warranty our children will have when we speak about educational and support at West High School when you're laying off all of the spanish speaking employees who are a key to their success since more than 50% of students and families are Hispanics at WH School?

Elizabeth Enriquez: When making The decision to make cuts do you guys consider each individual schools needs, or is the decision simply made across the board regardless of which school get More Affected than others? Exam. Most of the cuts seem to be for the bilingual help and there are some schools that have a much higher number of Spanish speaking families than others.

Paulina Magallanes: What effects will this have in the learning of my son and me as a parent that is heavily involved?

Alfreda Hensley: You need to please reconsider these layoffs. The students need the help. The teachers need the help. I understand but there wasn't even a discussion about any kind of negotiations. Last time the district did a big layoff, people gave up time so people could keep their jobs. These are people who have given years and sweat and heart to the this district.

Heidi Longoria: Good evening. My name is Heidi Longoria. Although I am currently employed by TUSD as a Para, I am first and foremost a mom. I have a son that will be entering 8th grade and a daughter who will be entering 6th grade. Both within TUSD. I am sure you will have plenty of comments about how cutting 150 Classified positions is insane. I'm also positive that you will have many asking why administration doesn't step up and take a pay cut. I couldn't agree more with all of them. However, I am here to offer a different perspective. In my daughter's 7 years in TUSD (PK-5th) 2 of those years have been spent without a stable, full-time, teacher. That means no consistent teaching. No accurate testing. Evaluations and report cards that were completed by teachers who knew nothing about my daughter. Do you know who WAS there though? Her PARAS. Day in and day out. Her Paras have always been her constant in her education. The people who went above and beyond their job description and pay grade to make sure that our kids knew that they were there to help and support them. Honestly, seeing what my daughter went through is what made me become a Para. I couldn't stand to think that our kids were being left behind. So I ask you to please consider carefully what all of your invaluable employees truly bring to the table at a pretty low cost. Thank you.

Maria Ayala: Regarding the layoffs of the TUSD parent liaisons: 1. Was an option reviewed regarding the possibility of reducing all TUSD employees wages by for example, 10% vs laying off the personnel that was? 2. With TUSD having 40% Hispanic, Spanish speaking what is the plan of the TUSD regarding not having personnel such as bilingual parent liaisons to assist our students and parents? The parent liaisons were already stretched out assisting parents and students as it was, concerned with how TUSD will be managing this?

Tami Castelluccio: I am the CSEA President in the San Ramon Valley Unified School district. I have heard from my Brothers and Sisters in Tracy regarding the eliminations of these classified employees. I am heard because I want my comment into the record of this Board Meeting. I am appalled and disgusted with the fact this Board is eliminating so many classified positions. By eliminating these positions this Board better realize the if they take action on these items tonight that the work that the employees that are being eliminated ceases to exist. Site or district management will not be able to bring in parent volunteers or pass the work onto any other employees. I don't know how this district thinks their sites will be run without these essential positions. Every district should be doing what is best for students. This is not what is best for students. The parent community should be in up arms with this district. We are hopeful that the state legislature is going to come up with a better plan to make budget cuts less to k-12 districts. I am wondering how this district is really spending their money if they have to cut this many classified jobs. Your students will not be served. Especially since we don't know what schools will look like in the fall, you are acting to quickly and

without thought. You all better rethink your plan. Community and staff please make sure you do not do the work of these employees and do not let anyone else. Hold the district accountable and let them see how they can do this work without you all. Utterly disgusted and saddened at the decision of this district.

- Public Hearing:** 12.1 **Administrative & Business Services:** None.
- Consent Items:** 13. **Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**
Action: All Consent items with 13.3.1 as amended.
Souza, Costa. **Vote:** Yes-5; No-0; Absent-2(Abercrombie, Silcox)
- 13.1 **Administrative & Business Services:**
- 13.1.1 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.2 Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District
- 13.2 **Educational Services:**
- 13.2.1 Approve Agreements for Special Contract Services for Student A and Student B with Bruce Bloom, M.Ed., CRC, IPEC, CAS for Independent Educational Evaluation/Transitional Assessments
- 13.2.2 Approve Agreement for Special Contract Services with Lisa Cheney, Educational Psychologist for an Individual Educational Evaluation/Psycho-Educational Evaluation Assessment
- 13.2.3 Approve Agreement for Special Contract Services with Jake Randall for Independent Educational Evaluation/Psycho-Educational Assessment
- 13.2.4 Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Structured Activities during Lunch Recess at South/West Park School during the 2020-2021 School Year
- 13.2.5 Approve Agreement for Special Contract Services with Give Every Child A Chance to Provide Afterschool Tutoring at South/West Park Elementary School for the 2020-2021 School Year
- 13.2.6 Approve Overnight Travel for West High School Agriculture Department Activities for the 2020-21 School Year
- 13.2.7 Agreement for Special Contract Services with LC Education, for Assistive Technology Assessments and Training
- 13.3 **Human Resources:**
- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment
- 13.3.3 Approve Employment of 2020 Summer School Staff
- Action Items:** 14.1 **Administrative & Business Services:**
- 14.1.1 Adopt Changes to AR 4312.42 Drug and Alcohol Testing for School Bus Drivers/Commercial Vehicle Drivers, BP 3541.1 and AR 3541.1 School-Related Trips (First Reading)

- Action:** Costa, Souza. **Vote:** Yes-5; No-0; Absent-2(Abercrombie, Silcox)
- 14.1.2** Acknowledge Receipt of Administrative Regulation 1330.1 Community Rental of School District Facilities (First Reading) (Separate Cover Item)
- Action:** Kaur, Souza. **Vote:** Yes-5; No-0; Absent-2(Abercrombie, Silcox)
- 14.2 Educational Services:** None.
- 14.2.1** Approve the Tracy Independent Study Charter School Application for CalSTRS Activation
- Action:** Costa, Alexander. **Vote:** Yes-5; No-0; Absent-2(Abercrombie, Silcox)

Superintendent, Dr. Brian Stephens, stated that we were going to pull items 14.3.1, 14.3.3 and 14.3.4 and that there will be a special board meeting on June 17 @ 7:00 to address these 3 items. By then the state should reach agreement by Monday June 15th, on the state budget.

- 14.3 Human Resources:**
- 14.3.1** Adopt Resolution 19-33, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds
- Action:** PULLED. No action taken.
- 14.3.2** Approve Declaration for a Provisional Internship Permit
- Action:** Alexander, Costa. **Vote:** Yes-5; No-0; Absent-2(Abercrombie, Silcox)
- 14.3.3** Adopt Resolution 19-32, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds
- Action:** PULLED. No action taken.
- 14.3.4** Adopt Resolution No. 19-36 Authorizing the Elimination of Certain Certificated Management Positions Due to Lack of Work or Lack of Funds
- Action:** PULLED. No action taken.

Board Reports:

Trustee Silcox was absent. Trustee Souza appreciates the emails and asking questions. She was raised in Tracy. These are not easy decisions and are very heavy on our hearts. The administration and the board are watching this very closely and that's why we are moving the cuts to next week. Please reach out to any of us if you have questions and don't jump to conclusions. Trustee Kaur thanked everyone for their comments. The is considering everything they are doing. Trustee Alexander passed. Trustee Costa passed. Trustee Abercrombie absent(left after closed session). Trustee Pekari thanked everyone for all of the emails, phone calls and comments. He agrees with Ms. Souza that we are looking at this closely, taking this seriously and doing their best. We are all in this together

Superintendent Report:

Dr. Stephens thanked everyone who sent in comments. They were very moving. These are difficult times and there are not perfect answers. We will have further discussion and dialogue at our special meeting next Wednesday.

Adjourn: 8:00

Clerk

Date



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: June 10, 2020
SUBJECT: **Receive Report on Duncan-Russell Community Day School and Willow School Move**

BACKGROUND: Plans have been in place since early in the school year to close the programs located at the current Duncan-Russell site because the facilities are in poor condition and the cost of bringing them up to the standard of all our other schools is prohibitive. Rather than spending several million dollars to repair the facilities, we are moving the programs to the George and Evelyn Stein Continuation High School site.

This change required that three classrooms be added to the campus, which is taking place this week. In addition, a fence will be added to separate the two campuses, which is required if the two different programs are to operate in proximity to each other.

One important part of that plan is that, while the George and Evelyn Stein campus will retain its current name, the campus that houses the programs new to the property will be named simply the Duncan-Russell Community Day School. The existing 14-digit County-District School Administration (CDS) code will be moved from the Grantline Road address to the new address. The rationale for naming the school Duncan-Russell rather than Willow is that we want to comply with Board Policy 7310, which states:

Schools named for a person will retain that person's name as part of the Renaming of Schools site's name as long as the site facility is used for instructional purposes by the district. Exceptions to this policy may be made occur only under extraordinary circumstances and after thorough study by the Board of Education.

The Duncan-Russell School was named for two Tracy High School graduates who lost their lives in the Viet Nam conflict. Therefore, to honor these students and the intent of the language included in the board policy, the new site will be named the Duncan-Russell Community Day School, and will include within it the program currently called Willow School, which serves students who have poor attendance or have been expelled. The services previously provided at the three schools will still be provided. They will simply be provided either at the George and Evelyn Stein campus or the Dungan-Russell campus.

FUNDING: NA.

RECOMMENDATION: Receive Report on Duncan-Russell Community Day School and Willow School Move.

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 for Educational Services
DATE: June 10, 2020
SUBJECT: Receive Reopening Schools Report for the Tracy Unified School District

BACKGROUND: Due to the impacts of COVID-19, on Friday, March 13, 2020 in consultation with the San Joaquin Public Health Services and the San Joaquin County Office of Education, the county superintendents determined that all school in San Joaquin County would close beginning Monday, March 16, 2020 through Sunday, April 5, 2020. On April 2, 2020 TUSD communicated that all TUSD schools would remain closed through May 22, 2020, for the remainder of the school year.

RATIONALE: Due to COVID-19 impacts of TUSD's school closures, the district developed a Reopening Task Force Committee composing of Associate Superintendents, Directors, and TEA President. The Task Force Committee met through the months of May and June with TSMA, TEA, and CSEA consult teams to share information and collect feedback to develop TUSD Reopening Schools' guidelines with the guidance of San Joaquin County Health Department Officer, San Joaquin County Office of Education Guidelines, California Department of Disease and Control, and California Department of Education. The Reopening Schools Report for TUSD provides an overview of the work facilitated, steps taken, and guidance developed by the Task Force.

FUNDING: There is no cost to the District.

RECOMMENDATION: Receive Reopening Schools Report for the Tracy Unified School District

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: June 12, 2020
SUBJECT: Approve Accounts Payable Warrants (May 2020)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (May 2020).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: June 10, 2020
SUBJECT: Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

RECOMMENDATION: Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda.

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

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
JUNE 23, 2020
SUMMARY OF SERVICES**

A. Vendor: Assad Insurance Agency, Inc.
Site: District-wide
Item: Property and Liability Insurance Renewal for the 20/21 Fiscal Year
Services: Property and Liability insurance includes: Premises and vehicles, crime/employee dishonesty, electronic data processing/equipment breakdown, excess liability, cyber liability, claims administration, NorCal Relief safety inspections, property appraisals.
Cost: \$1,129,375.00
Project Funding: Risk Management/General Fund

B. Vendor: Houghton Mifflin Harcourt (Scholastic iREAD)
Site: Williams Middle School
Item: Yearly Renewal
Services: Since 2015, Tracy Unified has partnered with Houghton Mifflin Harcourt Companies to access online intensive intervention software. Use of this software program is intended to work towards the District LCAP goal of increasing literacy for all at risk students. Subscription includes licenses for all Williams Middle School students.
Cost: \$8,658.54
Project Funding: LCAP

C. Vendor: Continuing Development Inc., (CDI)
Site: Various
Item: Lease Renewal-5year Term
Services: Operating Child Development Centers (CDC) providing after-school, preschool, and camp programs.
Cost: > \$5000.00 per month (reimbursed by CDI)
Project Funding: General Fund



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: June 23, 2020
SUBJECT: **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District**

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

Tracy Unified School District:

1. Tracy Unified School District: From the United Way of San Joaquin for the amount of \$25,000.00. This donation has been granted through the United Way of San Joaquin (UWSJC) COVID-19 Relief Recovery Fund. Per an MOU between UWSJC and Tracy Unified, funds will be used to feed children in response to COVID-19.
2. Tracy Unified School District: From the Sikhs for Humanity of Tracy, 900 oranges valued at approximately \$100.00. This donation will benefit Tracy Unified Food Service Department and the children of Tracy that participate in Tracy Unified's summer meal program.

Freiler Elementary School:

1. Tracy Unified School District/Freiler School: From YourCause, LLC Trustee for Pacific Gas & Electric Company/Employee Giving for the amount of \$504.00 (ck. #1110179485). This donation will benefit the staff and students of Freiler School.

West High School:

1. Tracy Unified School District/West High School: From Network for Good for the amount of \$2,000.00 (ck. #3171092). This donation will benefit West High School's Future Farmers of America program.

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

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

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: June 23, 2020
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 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 2020/21 School Year.

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



2020/2021 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
North School Parent Club	<i>Recommended for Approval</i>	
Villalovoz PFC	<i>Recommended for Approval</i>	
WHS - Homefield Advantange Athletic Booster Club	<i>Recommended for Approval</i>	
West High Science Boosters	<i>Recommended for Approval</i>	

Revised 6/12/2020



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: June 12, 2020
SUBJECT: Approve Payroll Report (May 2020)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Report (May 2020).

Prepared by: Reed Call, Director of Financial Services.

Pay Date 05/08/2020

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund 01	SACS Object	Amount	
	1100	142,459.68	Teachers' Salaries
	1300	21,440.32	
	1900	260.00	Other Certificated Salaries
	2100	31.12	Instructional Aides' Salaries
	2200	13,965.14	Classified Support Salaries
	2300	5,971.20	
	2400	3,093.92	Clerical & Office Salaries
	2900	132.80	Other Classified Salaries
	Total Labor	187,354.18	
Fund 01	SACS Object	Amount	
	3101	21,375.00	STRS On 1000 Salaries
	3201	591.64	PERS On 1000 Salaries
	3202	2,817.19	PERS On 2000 Salaries
	3301	2,881.11	
	3302	1,592.11	
	3501	82.26	State Unemploy On 1000 Salary
	3502	11.61	State Unemploy On 2000 Salary
	3601	2,942.50	Worker'S Comp Ins On 1000 Sal
	3602	415.73	Worker'S Comp Ins On 2000 Sal
	Total Contributions	32,709.15	
Fund 11	SACS Object	Amount	
	1100	17,044.00	Teachers' Salaries
	2100	768.81	Instructional Aides' Salaries
	2400	52.00	Clerical & Office Salaries
	Total Labor	17,864.81	
Fund 11	SACS Object	Amount	
	3101	1,567.27	STRS On 1000 Salaries
	3202	161.86	PERS On 2000 Salaries
	3301	247.13	
	3302	62.79	
	3501	8.52	State Unemploy On 1000 Salary
	3502	0.41	State Unemploy On 2000 Salary
	3601	305.53	Worker'S Comp Ins On 1000 Sal
	3602	14.71	Worker'S Comp Ins On 2000 Sal
	Total Contributions	2,368.22	
Fund 13	SACS Object	Amount	
	2200	1,639.70	Classified Support Salaries
	Total Labor	1,639.70	
Fund 13	SACS Object	Amount	
	3202	50.07	PERS On 2000 Salaries
	3302	70.07	
	3502	0.82	State Unemploy On 2000 Salary
	3602	29.39	Worker'S Comp Ins On 2000 Sal
	Total Contributions	150.35	

Pay30

Payroll Fund/Object Recap for County Interface

Pay Date 05/29/2020

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	5,007,548.96	Teachers' Salaries
		1200	345,841.94	Cert Pupil Support Salaries
		1300	548,747.63	Cert Suprvrs' & Admins' Sal
		1900	126,000.03	Other Certificated Salaries
		2100	443,779.95	Instructional Aides' Salaries
		2200	798,673.04	Classified Support Salaries
		2300	177,221.82	Class Suprvrs' & Admins' Sal
		2400	464,733.22	Clerical & Office Salaries
		2900	44,401.58	Other Classified Salaries
		Total Labor	7,956,948.17	
Fund	01	SACS Object	Amount	
		3101	999,974.95	STRS On 1000 Salaries
		3102	6,386.98	STRS On 2000 Salaries
		3201	35,628.92	PERS On 1000 Salaries
		3202	362,007.86	PERS On 2000 Salaries
		3301	89,740.79	
		3302	136,510.29	
		3401	647,175.56	
		3402	260,914.73	
		3501	3,014.23	State Unemploy On 1000 Salary
		3502	963.43	State Unemploy On 2000 Salary
		3601	108,054.39	Worker'S Comp Ins On 1000 Sal
		3602	34,574.26	Worker'S Comp Ins On 2000 Sal
		3701	65,064.61	
		3702	37,929.45	
		Total Contributions	2,787,940.45	
Fund	11	SACS Object	Amount	
		1100	11,039.46	Teachers' Salaries
		1200	8,076.04	Cert Pupil Support Salaries
		1300	10,706.96	Cert Suprvrs' & Admins' Sal
		2100	6,234.10	Instructional Aides' Salaries
		2400	8,797.38	Clerical & Office Salaries
		Total Labor	44,853.94	
Fund	11	SACS Object	Amount	
		3101	5,099.65	STRS On 1000 Salaries
		3202	2,964.35	PERS On 2000 Salaries
		3301	400.33	
		3302	1,087.68	
		3401	2,139.65	
		3402	1,979.79	
		3501	14.92	State Unemploy On 1000 Salary
		3502	7.51	State Unemploy On 2000 Salary
		3601	534.56	Worker'S Comp Ins On 1000 Sal
		3602	269.47	Worker'S Comp Ins On 2000 Sal
		Total Contributions	14,497.91	

Fund 12	SACS Object	Amount	
	1300	1,778.46	Cert Suprvrs' & Admins' Sal
	2100	9,503.25	Instructional Aides' Salaries
	2400	3,962.77	Clerical & Office Salaries
	Total Labor	15,244.48	

Fund 12	SACS Object	Amount	
	3101	304.13	STRS On 1000 Salaries
	3102	435.17	STRS On 2000 Salaries
	3202	1,857.71	PERS On 2000 Salaries
	3301	23.01	
	3302	787.73	
	3401	196.08	
	3402	1,584.88	
	3501	0.89	State Unemploy On 1000 Salary
	3502	6.73	State Unemploy On 2000 Salary
	3601	31.87	Worker'S Comp Ins On 1000 Sal
	3602	241.38	Worker'S Comp Ins On 2000 Sal
	Total Contributions	5,469.58	

Fund 13	SACS Object	Amount	
	2200	143,175.77	Classified Support Salaries
	2300	34,300.39	Class Suprvrs' & Admins' Sal
	2400	16,631.57	Clerical & Office Salaries
	Total Labor	194,107.73	

Fund 13	SACS Object	Amount	
	3202	32,037.33	PERS On 2000 Salaries
	3302	13,308.87	
	3402	17,247.92	
	3502	97.02	State Unemploy On 2000 Salary
	3602	3,479.45	Worker'S Comp Ins On 2000 Sal
	Total Contributions	66,170.59	

ESCAPE ONLINE



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: June 12, 2020
SUBJECT: Approve Revolving Cash Fund Reports (May 2020)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (May 2020).

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

06/01/20

TUSD
REVOLVING CASH FUND
May 2020

Date	Num	Name	Memo	Paid Amount
05/01/2020	9656	CALIFORNIA HIGHWAY PATROL	PO20-00412 CHP fees	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
05/01/2020	9657	CALIFORNIA HIGHWAY PATROL	PO20-00412 CHP fees	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
05/01/2020	9658	CALIFORNIA HIGHWAY PATROL	PO20-00412 CHP fees	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
05/01/2020	9659	CALIFORNIA HIGHWAY PATROL	PO20-00412 CHP fees	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
05/05/2020	9660	U.S. POSTAL SERVICE	REQ20-02219 Stamps	
			01-6500-0-5770-1110-5900-800-2542	-200.00
TOTAL				-200.00
05/19/2020	9661	U.S. POSTAL SERVICE	REQ20-02251 STAMPS	
			01-6500-0-5770-1110-5900-800-2542	-33.00
TOTAL				-33.00



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Brian Stephens, Superintendent
DATE: June 5, 2020
SUBJECT: Approve 2020-2021 Designation of CIF Representatives to League

BACKGROUND: Each year, the California Interscholastic Federation requires the district to designate the names of the league representatives to make sure that the league representatives are designated by the school district governing board.

RATIONALE: It is a legal requirement that league representatives be so designated. If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices with the required time frame, CIF is required to suspend voting privileges for the affected schools. Our designated representatives are listed on the attachment.

FUNDING: N/A

RECOMMENDATION: Approve 2020-2021 Designation of CIF Representatives to League.

Prepared by: Dr. Brian Stephens, Superintendent.

2020-2021 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE)** no later than June 28, 2020.

TRACY UNIFIED SCHOOL DISTRICT School District/Governing Board at its JUNE 23, 2020 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2020-2021 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL WEST HIGH SCHOOL

NAME OF REPRESENTATIVE ZACHARY BOSWELL POSITION PRINCIPAL
ADDRESS 1987 W. LOWELL AVE CITY TRACY ZIP 95376
PHONE 209-830-3370 FAX 209-830-3371 E-MAIL zboswell@tusd.net

NAME OF SCHOOL WEST HIGH SCHOOL

NAME OF REPRESENTATIVE STEVE ANASTASIO POSITION ATHLETIC DIRECTOR
ADDRESS 1987 W. LOWELL AVE CITY TRACY ZIP 95376
PHONE 209-830-3370 FAX 209-830-3371 E-MAIL sanastasio@tusd.net

NAME OF SCHOOL TRACY HIGH SCHOOL

NAME OF REPRESENTATIVE JASON NOLL POSITION PRINCIPAL
ADDRESS 315 E. 11TH ST CITY TRACY ZIP 95376
PHONE 209-830-3360 FAX 209-830-3361 E-MAIL jnoll@tusd.net

NAME OF SCHOOL TRACY HIGH SCHOOL

NAME OF REPRESENTATIVE MATT SHROUT POSITION ATHLETIC DIRECTOR
ADDRESS 315 E. 11TH ST CITY TRACY ZIP 95376
PHONE 209-830-3360 FAX 209-830-3361 E-MAIL mshrout@tusd.net

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Brian Stephens Signature 

Address 1875 W. Lowell Ave City Tracy Zip 95376

Phone 209-830-3201 Fax 209-830-3204

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.**

2020-2021 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2020.**

TRACY UNIFIED SCHOOL DISTRICT School District/Governing Board at its JUNE 23, 2020 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2020-2021 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL KIMBALL HIGH SCHOOL
NAME OF REPRESENTATIVE BEN KELLER POSITION PRINCIPAL
ADDRESS 3200 Jaguar Run CITY TRACY ZIP 95376
PHONE 209-832-6600 FAX 209-832-6601 E-MAIL bkeller@tusd.net

NAME OF SCHOOL KIMBALL HIGH SCHOOL
NAME OF REPRESENTATIVE JOE GRAHAM POSITION ATHLETIC DIRECTOR
ADDRESS 3200 Jaguar Run CITY TRACY ZIP 95376
PHONE 209-832-6600 FAX 209-832-6601 E-MAIL jgraham@tusd.net

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Brian Stephens Signature 

Address 1875 W. Lowell Ave City Tracy Zip 95376

Phone 209-830-3201 Fax 209-830-3204

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.**



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent for Educational Services
DATE: June 10, 2020
SUBJECT: **Receive and Approve the COVID-19 Operations Written Report for the Tracy Unified School District**

BACKGROUND: On April 23, 2020, California Governor Gavin Newsom issued an Executive Order that empowered schools to focus on responding to COVID-19 and to provide transparency to their communities. Executive Order N-56-20 established a reporting requirement which would provide an overview of changes to program offerings that Local Educational Agencies (LEAs) have made in response to the COVID-19 emergency, the major impacts on students and families, and how the LEA has met the needs of unduplicated students.

RATIONALE: State law requires local Governing Board approval. The COVID-19 Operations Written Report must be adopted with the LEA's budget, which is due on or before July 1, 2020. On or before July 1, 2020, an LEA's local governing board or body must approve the COVID-19 Operations Written Report in conjunction with the adoption of its budget. A school district must then submit its adopted COVID-19 Operations Written Report to the appropriate budget approving entity, in conjunction with the submission of the adopted annual budget. Although the COVID-19 Operations Written Report must be submitted, it does not require approval by the County Superintendent of Schools or the Superintendent of Public Instruction. Once adopted by the local governing board or body, the COVID-19 Operations Written Report will be prominently posted on the homepage of the LEA's website. LEAs (county offices, school districts and charter schools) are all required to complete the COVID-19 Operations Written Report, which must include the steps LEAs have taken to: Deliver high-quality distance learning opportunities; provide school meals in non-congregate settings; and arrange for supervision of students during ordinary school hours. This Operations Written Report is provided here under separate cover.

FUNDING: There is no cost to the District.

RECOMMENDATION: Receive and Approve the COVID-19 Operations Written Report for the Tracy Unified School District.

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

COVID-19 Operations Written Report for Tracy USD

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
Tracy USD	Julianna Stocking Director of Continuous Improvement, State and Federal Programs	jstocking@tusd.net 209 830-3200 ext. 1050	June 23, 2020

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

On Friday, March 13, 2020 in consultation with the San Joaquin Public Health Services and the San Joaquin County Office of Education, the county superintendents determined that all schools in San Joaquin County will be closed beginning Monday, March 16, 2020 through Monday, April 5, 2020. Therefore, the Tracy Unified School District closed all schools and canceled all classes and any student-related activities from Monday, March 16, 2020 through Sunday, April 5, 2020, known as Phase 1 of school closure. During this time, TUSD provided access to learning opportunities digitally and paper packets for all students. Upon the decision to close all schools in TUSD beginning Monday, March 16, a TUSD district COVID-19 webpage was developed to provide all information and updates for families and the community. The TUSD page on COVID-19 is: <https://www.tracy.k12.ca.us/parentstudent-information/health-services/coronavirus-page>.

With the decision that schools would continue to be closed through the end of the school year, Friday, May 22, 2020; TUSD transitioned to a Phase 2 school closure, distance learning model for all students in which students "shall be held harmless" during the duration of school closure. The TUSD educational program shifted from in person teaching learning to distance learning from home. Throughout school closures TUSD provided a COVID-19 hotline call in number to provide families with a pathway to access information related to educational services, mental health resources, food services, and other resources that may be of assistance to families. As a result of school closures, many families experience challenges and were unable to participate in the meal services provide by the district, nor distance learning, due to technology and other barriers. In addition, district Summer Programs such as Credit Recovery for students in grades 9-12 and High School Summer Bridge Program for incoming 9th graders were shifted from traditional in person to distance learning in which all participating students were provided a device and an internet hotspot for a virtual online program model. The Extended School Year Program was provided with a distance learning model with instructional packets and virtual supports.

provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.

Tracy Unified School District provided the following supports to English learners, foster youth and low-income students: Virtual meetings were facilitated, and bilingual online resources were provided for students and families with the district English Learner Counselor and school Parent Liaisons centered around distance learning, translator supports, academics, college and career, and social emotional supports for students. Communication of resources were provided on the district website, school website, district social media outlets, phone calls, and mail.

In addition to supporting English learners, foster youth, and low-income students, the following supports were provided to foster youth/ McKinney-Vento:

Food-Outreach regarding school lunch & local food pantries; Delivery of food to high needs families.

Clothing- Linkages to community-based agencies with clothes closets; Access to Prevention Services' clothes closet.

Housing- Linkages to community-based agencies & private funders for motel vouchers; Enrolled family to McHenry House Shelter.

Academic- US Mail Postal Service options to deliver Distance Learning Packets to families, paid for text book fees and PE fees, coordinated with San Joaquin County Office of Education for laptop and internet access to support distance learning access for students.

Social Emotional Mental Health Support- Linkages to individual counseling to school-based mental health services; linkages to Chest of Hope & support for mothers in domestic violent situations.

Transportation- 1 x Gas tank fill-up for families to pickup & drop off school packets.

The district also coordinated with the Tracy Boys and Girls Club, in which the B & G Club provided food pantry pickups for families, supplemental educational materials and supplies, and virtual all day program activities for participating families.

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

Phase 1 School Closure: Monday, March 16, 2020 through Sunday, April 5, 2020: TUSD's goal was to provide resources to ensure continuity of learning and nutrition for all students. During this time, TUSD provided access to educational opportunities in the form of a basic set of resources for students. The optional educational material packets were provided for K-12 students in English language arts and mathematics, along with a recommended daily routine schedule. The district did not expect students to submit completed work, nor teachers to grade work that was submitted, as families may not have the resources to complete the packets. The packets were available as printed packets at the school sites and on the district website.

Phase 2 School Closure: With the decision that schools would continue to be closed through the end of the school year, Friday, May 22, 2020; TUSD transitioned to a distance learning model for all students in which students "shall be held harmless" during the duration of school closure. Following spring break, beginning Monday, April 20, 2020, teachers provided distance learning and assigned required work for students to complete that was graded by their teachers. Tracy Unified School District has a ratio of 1 electronic device to 4 students which include a combination of laptops and desktop computers located in classroom labs. For this reason TUSD provided distance learning opportunities in accordance with the California Department of Education guidelines that are not limited to only digital instruction. On Monday, April 20, 2020 through Friday, May 22, 2020 (last day of the 2019/2020 school year) teachers were available during their established virtual office hours Monday-Friday. Teacher office hours (i.e. phone, virtual meeting, email, etc.) were posted on the school website April 20, 2020.

During distance learning teachers provided weekly, standards aligned assignments to all students. All assignments were provided as a digital option for students choosing to access instruction and assignments digitally and as a paper-packet option for students who do not have digital access or choose the paper-packet option. The required graded assignments were only used to help a student's grade prior to school closure and could not lower their final grade to align with "all students shall be held harmless" during school closures. Students received final grades for the 2019/2020 school year and were reported on the final report card.

Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

Upon school closure meals were made available at select school locations in the district, at no charge, for children who are 18 years of age or younger. All meal information was communicated on the TUSD website, a district wide automated phone message was sent to all TUSD families, and/or families may contact their school regarding meal pick-up times and locations. During school closures the district provided grab-and-go meals while maintaining 6 feet social distancing guidelines at no charge for children ages 2-18 and the Young Adult Program participants. The meals were served from 11:30 a.m. to 12:30 p.m. at the following locations: Central Elementary School, North Elementary School, South/West Park Elementary School, West High School, and Williams Middle School. Students had to be present in order to receive a grab-and-go lunch for the current day along with a grab-and-go breakfast for the next day. In addition, meals were delivered to several rural bus stops located in the Delta Islands area for families with transportation barriers to access.

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Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.

During TUSD School Closures Tracy, California was in "Shelter in Place". The community was advised to stay home and only leave for essential purposes. TUSD communicated a child care/child supervision flyer describing resources available for Essential Workers, provided by San Joaquin County on TUSD COVID-19 Webpage and district Social Media Outlets. In addition, TUSD worked with the Boys in Girls Club to provide Distance Learning after school program opportunities for students who participated.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 3, 2020
SUBJECT: **Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant**

BACKGROUND: Tracy Unified School District (TUSD) has received grant funding since 2004 to provide school readiness programs that help young children grow up healthy and be successful in school and in life. The Building Literacy Together grant began in July 2010 and continued or expanded some of the services provided through the PLAY School Readiness Program from April 2006 to June 2010. Building Literacy Together program components include high-quality preschool for approximately 48 students; child and adult literacy activities; kindergarten transition programs during the spring and summer; parent education and involvement opportunities; and articulation between early childhood and elementary school programs.

RATIONALE: Approving the contract for Building Literacy Together will allow the District to continue and expand the services offered to children ages zero to five, their parents and caregivers. Building Literacy Together helps prepare children and families for the transition into elementary school and builds children's school readiness skills by increasing access to preschool; supporting adult/child literacy; providing transition programs for incoming kindergarten students; offering community-based parent education programs; and promoting articulation between preschool and elementary school staff. Additional funding allocated this year will allow TUSD to offer a second preschool program at Villalovoz Elementary School. This aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: There is no cost to the District; the District will receive grant money from First 5 San Joaquin to provide the Building Literacy Together project in the amount of approximately \$429,866 for the period July 1, 2020 to June 30, 2021.

RECOMMENDATION: Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant.

Prepared by: Julianna Stocking, Director of Alternative Programs.



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Agency: Tracy Unified School District

Program Name: Building Literacy Together

Description of Major Milestones	Method	Evaluation Methods
<p>1. Screenings & Referrals: Clerk/Typist will provide comprehensive screenings and referrals, as needed, to all families served in First 5 San Joaquin (F5SJ) Preschool programs.</p> <p>Type of Measurement: Families Annual Target Quantity: 144 39 Start Date: July 1, 2020 Target Date: June 30, 2021</p>	<p>Program staff will follow F5SJ protocol to screen and refer, as needed, all families of children ages 0 to 5 for the following:</p> <ul style="list-style-type: none"> • Health Insurance • Dental Care • California Work Opportunity and Responsibility to Kids (CalWORKs) • Basic Needs Referrals (Women, Infant, and Children [WIC], and CalFresh) • Family income (gross) for family size <p>For health insurance screening, documentation (i.e. enrollment/intake Forms, referral forms, LIC 701) should include, at a minimum, the status of health insurance for the parent(s) and child(ren) (is or is not insured), the type of insurance, and whether referral of uninsured family members to appropriate services occurred, including the date of referral and any follow up information. Health insurance screening and referrals are captured in the Client and Service Database.</p> <p>Dental care screening is captured in the Client and Service Database.</p> <p>For all other referral activities, staff should perform the following:</p> <ul style="list-style-type: none"> • Assess whether families are currently receiving services • Provide information to families on services (i.e. brochures, "how to" apply, etc.) • Capture screening information in the Client and Service 	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> • Client and Service Database • Scope of Work Reporting Form <p>ON FILE</p> <ul style="list-style-type: none"> • Referral logs or forms

Exhibit A SCOPE OF WORK 2020-2021

Description of Major Milestones	Method	Evaluation Methods
	<p>Database as allowable</p> <ul style="list-style-type: none"> Capture referral information in the Client and Service Database 	
<p>2. Developmental Screenings: School Readiness Coordinator, School Readiness Site Leads and Preschool Instructors will provide comprehensive developmental and mental health screening using the Ages and Stages Questionnaire (ASQ) system for newly enrolled children who are receiving services to ensure appropriate referral and follow-up for special needs services.</p> <p>48 Type of Measurement: Children Annual Target Quantity: 48</p> <p>Start Date: July 1, 2020 Target Date: June 30, 2021</p>	<p>Program staff will administer the ASQs within 60 days of entrance into the program. Program staff will work with parents to complete the age-appropriate ASQ-3 and ASQ:SE (Social Emotional) or ASQ:SE-2, and will make referrals for further assessment where scores indicate a possible developmental delay, behavioral or mental health concern.</p> <p>File documentation will include the ASQ Score Summaries, including a completed record of referrals and follow up information to mandated services for special needs. The complete ASQ tool, completed by parents, should be provided to the parent after screening.</p> <p>The ASQ screening should be administered to children who do not have a current Individualized Family Service Plan (IFSP) or Individualized Education Plan (IEP). Programs will complete the annual target quantity by documenting the number of children receiving an ASQ screening and the number of children who enter the program with an existing IFSP or IEP, combined. F5SJ policy supports re-screening annually but not continuing to re-screen and practice a skill without a referral for children who score below the developmental screening cut-off.</p> <p>Program staff administering the ASQ tool will receive agency-based or F5SJ training prior to tool use.</p>	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> Scope of Work Reporting Form shall include: <ul style="list-style-type: none"> Information to clarify any discrepancies in numbers reported when compared to Client and Service Database report Information to clarify any discrepancies in numbers reported when compared to other milestone activity Client and Service Database <p>ON FILE</p> <ul style="list-style-type: none"> ASQ Score Summaries Referral documentation and follow-up information (ASQ-3 and ASQ-SE/SE-2 is contained in the Score Summary)
<p>3. Raising A Reader: School Readiness Coordinator, School Readiness Site Leads and Preschool Instructors will administer the Raising A Reader (RAR) program to children participating in a F5SJ funded classroom and</p>	<p>RAR book bags will be rotated to families weekly for the duration of the program (preschool year). Parents will complete a Post Literacy Survey, which will be completed after a minimum of six months.</p>	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> Client and Service Database Scope of Work Reporting Form shall reflect:

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Description of Major Milestones	Method	Evaluation Methods
<p>their families to develop literacy and promote the shared book experience.</p> <p>Type of Measurement: Children Annual Target Quantity: 48</p> <p>Start Date: July 1, 2020 Target Date: June 30, 2021</p> <p>41</p>	<p>RAR Family Contracts may be completed prior to the start of the RAR program. To adhere to RAR implementation standards the following RAR program components must also be implemented during the year. Provide for families/parents:</p> <ul style="list-style-type: none"> • RAR Kick-off/Orientation • Parent Interactive Book Sharing/Read Aloud Training • Meaningful connection to library (i.e. field trip to library, provide information on getting a library card, etc.) • Blue Library Book Bags will be given to families prior to exiting from the program 	<ul style="list-style-type: none"> ○ Number of participating families ○ Date of RAR Kick-off/Orientation ○ Date of Parent Interactive Book Sharing/Read Aloud Training ○ Date & description of library connection activity (please include name of library contact) • Post Literacy Survey (post survey submitted electronically) <p>ON FILE</p> <ul style="list-style-type: none"> • RAR tracking documents (e.g. check-in/check-out card, activity log, family contract, child participation log, etc.)
<p>4. Preschool Services: School Readiness Coordinator, School Readiness Site Leads and Preschool Instructors will operate a quality preschool program serving four-year-old students.</p> <p>Type of Measurement: Children Annual Target Quantity: 48</p> <p>Start Date: July 1, 2020 Target Date: June 30, 2021</p>	<p>Program will meet F5SJ guidelines and criteria for preschool services. Priority enrollment is four-year-olds residing in targeted school attendance areas (four years of age by September 1st). The preschool(s) will operate 175 days/525 hours of instruction while meeting Title 5, Title 22, and F5SJ program requirements.</p> <p>Programs must serve children with high needs from diverse populations that include:</p> <ul style="list-style-type: none"> • Children that reside in attendance areas of target schools identified in the Scope of Work • Children identified as having a special need* • Children that reside in a home where a language other than English is used as primary means of communication (Dual Language Learner [DLL]) • Children that live in a household where a parent is employed as a seasonal migrant worker • Children who are at greatest risk for falling behind in 	<p>SUBMIT SEMI-ANNUALLY</p> <ul style="list-style-type: none"> • DRDP 15 Group Summary (two times per year, after Fall and Spring, data collection) and Parent Survey Summary of Findings data (Parent Survey data collected in April). All DRDP 15 data to be submitted electronically • Quality Growth Plan (If applicable) <p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> • Client and Service Database • Scope of Work Reporting Form <p>SUBMIT WITH FISCAL REPORTS</p> <ul style="list-style-type: none"> • Enrollment and Attendance Register <p>SUBMIT PRIOR TO THE START OF SCHOOL YEAR (and updated throughout the year as applicable)</p>

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Description of Major Milestones	Method	Evaluation Methods
<p>42</p>	<p>their overall development (i.e. low income [less than 350 percent of the Federal Poverty Level], African American, Hispanic, other ethnic minority families, homeless, foster child)</p> <p><i>* "Special Need" is defined by First 5 California as follows:</i> <i>1) Children with identified disability, health, or mental health conditions requiring early intervention, special education services, or other specialized services and supports; or</i> <i>2) Children without identified conditions but requiring specialized services, supports, or monitoring.</i></p> <p>Only children meeting one of the above criteria may be enrolled. Four-year-olds not meeting one of the above criteria will require prior F5SJ approval. Three-year-olds (33 months of age by September 1st) will be on a priority waitlist following the same guidelines as four-year-olds and will not exceed 33 percent of the enrollment per class. Enrollment of three-year-olds will require prior F5SJ approval.</p> <p>Providers will assess each child using the Desired Results Developmental Profile 2015 (DRDP 2015) within 60 calendar days of the start of the preschool calendar year (if child enrolls late, then within 60 calendars days of the child's first day of attendance) and meet with each parent to share results, concerns, and referral to appropriate agencies. The assessment process will be repeated in the Spring and the results will be submitted to F5SJ. DRDP data will be collected by programs using DRDP Online.</p> <p>Parents of preschool children will complete a Parent Survey as part of the DRDP 15 System and results will be submitted to F5SJ.</p>	<ul style="list-style-type: none"> Completed Preschool Checklists with corresponding documentation (such as school calendar, teacher/child development permit, copy of teachers' college degree or transcripts for teachers who do not have a Site Supervisor or Program Director Permit, enrollment packet, Classroom License, Best Interest Policy, and Parent Handbook) <p>ON FILE</p> <ul style="list-style-type: none"> F5SJ Client Consent Form Completed student enrollment packet DRDP 2015 including evidence such as child portfolios, teacher anecdotal notes and documentation DRDP Parent Surveys Lesson plans (Project Planning Journals) ECERS-R Score Summary CLASS Score Summary Community Care Licensing documentation

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Description of Major Milestones	Method	Evaluation Methods
43	<p>External evaluators will assess preschool classrooms using the Early Childhood Environment Rating Scale – Revised (ECERS-R) to verify that providers meet a quality level criteria, overall score of “5” or greater. An overall score below “5” will require a follow-up visit and Quality Growth Plan.</p> <p>External evaluators will assess preschool programs using the Classroom Assessment Scoring System (CLASS) to verify that providers meet the following quality level scores: “5” on CLASS Emotional Support Domain, “5” on CLASS Classroom Organization Domain, and “3” on CLASS Instructional Support Domain. Scores not meeting the indicated scores in any of the domains will require a follow-up visit and Quality Growth Plan.</p> <p>All classrooms must maintain the following staffing level: Director/Teacher: (Program Director Permit) Bachelor of Arts (BA) plus 24 Early Childhood Education (ECE) units (including core), or ECE or Multiple Subject teaching credential, or Child Development Permit Matrix Program Director. Assistant Teacher: Teacher Permit and an Associate Degree (or equivalent course work in BA program) with 24 ECE units.</p> <p>Program staff will implement The Creative Curriculum to address cognitive development, Second Step curriculum to encourage social-emotional growth and Early Sprouts to promote health. In addition, teachers will implement STEM curriculum to align to district goals.</p> <p>North Preschool will offer a PM session with 24 students. Villalovoz Preschool will offer an AM session with 24 students.</p> <p>Enrollment priority is based on the high need criteria specified above in Milestone 4. Targeted elementary attendance areas include: Bohn, Central, Jacobson, McKinley, North, South/West</p>	

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Description of Major Milestones	Method	Evaluation Methods
	Park, and Villalovoz.	
<p>5. Evaluation Tool Training/Refreshers: School Readiness Coordinator and School Readiness Site Leads will complete CLASS Pre-K and ECERS-R training.</p> <p>Type of Measurement: Completed CLASS Pre-K Training Annual Target Quantity: 3</p> <p>Type of Measurement: Completed ECERS-R Training Annual Target Quantity: 3</p> <p>Start Date: July 1, 2020 Target Date: June 30, 2021</p>	<p>School Readiness Coordinator, responsible for site visits and overall oversight of the preschool program, and School Readiness Site Leads will complete the two-day CLASS Pre-K tool certification training (or equivalent training) and the full-day ECERS-R training (or equivalent training). Verification of training completion will be submitted; however, observer/assessor reliability certification is not required.</p> <p>Staff that previously completed training on the tools will complete refresher training on a yearly basis.</p>	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> • Scope of Work Reporting Form <p>ON FILE</p> <ul style="list-style-type: none"> • Training completion certification
<p>6. Preschool Oversight: School Readiness Coordinator will make regular classroom site visits to all F5SJ preschool sites for informal observation and progress updates, as well as, one formal observation annually.</p> <p>Type of Measurement: Informal Visits Annual Target Quantity: 8</p> <p>Type of Measurement: Formal Visits Annual Target Quantity: 2</p> <p>Start Date: July 1, 2020 Target Date: June 30, 2021</p>	<p>At a minimum, School Readiness Coordinator will make four bi-monthly classroom/center observations at each site (session) and will document dates and note highlights of observations, including evidence of progression towards established goals for sites receiving coaching or have a Quality Growth Plan in place.</p> <p>In addition, School Readiness Coordinator will make, at a minimum, one formal annual site visit (one per funded site [session]) and will provide a written evaluation which will document dates, highlights, feedback including classroom use of collected evaluation data for quality improvement, and follow up requirements if required. The formal annual site visit must be for the entire duration of the preschool session. (The formal annual site visit could consist of an "internal" ECERS-R assessment, file review, other quality preschool indicators or CLASS assessment).</p>	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> • Scope of Work Reporting Form <p>ON FILE</p> <ul style="list-style-type: none"> • Site visitation logs and notes • Formal observation documentation
<p>7. Parent Advisory Committee: School Readiness</p>	<p>School Readiness Coordinator, School Readiness Site Leads and</p>	<p>SUBMIT QUARTERLY (electronically)</p>

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Description of Major Milestones	Method	Evaluation Methods
<p>Coordinator, School Readiness Site Leads and Preschool Instructors will facilitate a Parent Advisory Committee meeting a minimum of twice annually.</p> <p>Type of Measurement: Meetings Annual Target Quantity: 2</p> <p>Start Date: July 1, 2020 Target Date: June 30, 2021</p>	<p>Preschool Instructors will meet with the Parent Advisory Committee bi-annually during the school year. The purpose of this committee is to involve parents in their children's education and to seek their input and advise the program on improving services.</p>	<ul style="list-style-type: none"> • Client and Service Database • Scope of Work Reporting Form <p>ON FILE</p> <ul style="list-style-type: none"> • Sign-in sheet • Meeting agenda • Flyer (pre-approved)
<p>45 8. Talk. Read. Sing. Draw. Play. (TRSDP) Campaign Extension: School Readiness Coordinator, School Readiness Site Leads and Preschool Instructors will incorporate TRSDP campaign messages, information and material (some of which may be provided by FSSJ).</p> <p>Type of Measurement: Achieved/Not Achieved Annual Target Quantity: N/A</p> <p>Start Date: July 1, 2020 Target Date: June 30, 2021</p>	<p>Program staff will incorporate TRSDP campaign messages, information, and resources into existing services (parent workshops, home visits, outreach events, or other special activities in prior approved formats), in an effort to spread campaign messages throughout the county.</p> <p>Parent Education Workshops can be additionally counted under the Parent Education Workshops milestone.</p> <p>Parent workshops, outreach events, other special activities also TRSDP posters will be posted in the classroom. Message is shared with all Tracy Unified School District (TUSD) preschool programs.</p>	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> • Scope of Work Reporting Form shall reflect: <ul style="list-style-type: none"> ○ Types of activities ○ Dates of activities <p>ON FILE</p> <ul style="list-style-type: none"> • Meeting agendas • Flyer for community event or workshop
<p>9. Outreach & Recruitment: School Readiness Coordinator, School Readiness Site Leads, Preschool Instructors and Clerk/Typist will conduct targeted outreach and utilize culturally and linguistically appropriate program strategies to promote proportionate representation of targeted groups (i.e. special needs, DLL, low income, African American, Hispanic, other ethnic minority families, seasonal migrant worker, foster child, and homeless) in clients served.</p>	<p>Per Principles on Equity, efforts will be made to ensure that all diverse groups, particularly those traditionally underserved, are enrolled and actively engaged and involved. Culturally and linguistically appropriate outreach strategies will be used.</p> <p>Culturally and linguistically appropriate outreach strategies include, but are not limited to, providing written information in multiple languages, employing translators when meeting with families, scheduling services to meet family needs and situations. Individualized services to address the cultural and</p>	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> • Scope of Work Reporting Form shall reflect: <ul style="list-style-type: none"> ○ Where outreach was conducted ○ Dates of outreach efforts

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Description of Major Milestones	Method	Evaluation Methods
<p>Type of Measurement: Achieved /Not Achieved Annual Target Quantity: N/A</p> <p>Start Date: July 1, 2020 Target Date: June 30, 2021</p>	<p>linguistic diversity, ability levels, behavioral and learning styles representative of Tracy's children and families. Providing staff development opportunities to improve knowledge, skills and attitudes. Build capacity among staff to better work within our culturally and linguistically diverse communities.</p>	
<p>10. Professional Development: School Readiness Coordinator, School Readiness Site Leads and Preschool Instructors will attend professional growth trainings throughout the year.</p> <p>Type of Measurement: Achieved/Not Achieved Annual Target Quantity: N/A</p> <p>Start Date: July 1, 2020 Target Date: June 30, 2021</p>	<p>Program staff will attend professional development trainings that may include local F5SJ sponsored trainings, conferences, internal agency trainings, etc. and report on progress of trainings and attendees in quarterly reports.</p> <p>Professional development topics may include but are not limited to cultural competence, children who have special needs and their families, curriculum, behavior management, Preschool Learning Foundations and Frameworks, literacy, DRDP 2015, CLASS, ECERS and ASQ.</p>	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> • Scope of Work Reporting Form shall reflect: <ul style="list-style-type: none"> ○ Type/title of trainings ○ Dates of trainings ○ Staff in attendance
<p>11. Articulation: School Readiness Coordinator, School Readiness Site Leads and Preschool Instructors will work with Transitional Kindergarten (TK) and Kindergarten staff to develop and implement articulation and/or transition activities.</p> <p>Type of Measurement: Meetings/Activities Annual Target Quantity: 2</p> <p>Start Date: July 1, 2020 Target Date: June 30, 2021</p>	<p>School Readiness Coordinator, School Readiness Site Leads and Preschool Instructors will work with school sites and district staff to facilitate opportunities for Preschool, TK, and Kindergarten staff to collaborate, plan transition activities for children and families, and build strong partnership between programs.</p>	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> • Scope of Work Reporting Form <p>ON FILE</p> <ul style="list-style-type: none"> • Agenda • Sign-in Sheet
<p>12. Parent Engagement: School Readiness Coordinator, School Readiness Site Leads, Preschool Instructors and Clerk/Typist will provide opportunities for parents</p>	<p>Program staff will provide orientation meetings, trainings, workshops, presentations, screening opportunities, family learning events and/or other events for parents of children ages</p>	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> • Scope of Work Reporting Form

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Description of Major Milestones	Method	Evaluation Methods
<p>and providers to learn and/or interact with children or the program.</p> <p>Type of Measurement: Meetings/Activities Annual Target Quantity: 4</p> <p>Start Date: July 1, 2020 Target Date: June 30, 2021</p>	<p>3 to 5 and professionals working with children that encourage learning and engagement. Topics may include literacy, child development, discipline, kindergarten readiness and kindergarten transition activities.</p>	<p>ON FILE</p> <ul style="list-style-type: none"> • Agenda • Flyer or Save the Date (pre-approved) • Sign-in sheet
<p>47 13. Kindergarten Bridge Program: School Readiness Coordinator and Clerk/Typist will work with school administration and teaching staff to conduct a minimum of one week (five school days) Kindergarten Bridge Initiative (KBI) Program to help children transition to the school setting in accordance with the required components section of the F5SJ KBI Program Minimum Qualifications form.</p> <p>Type of Measurement: Children Annual Target Quantity: 96</p> <p>Type of Measurement: KBI Sessions Annual Target Quantity: 4</p> <p>Start Date: July 1, 2020 Target Date: June 2021</p>	<p>Incoming transitional kindergarteners and kindergarteners will participate in a minimum of five days, three hours per day KBI program that will be held during summer.</p> <p>Children with little and no preschool or prior transitional kindergarten experience will be targeted for enrollment. After outreach efforts have been exhausted to enroll targeted children, bridge program spaces will then be offered to children that do not meet the above criteria.</p> <p>Kindergarten, transitional kindergarten, or first grade teachers will be utilized to conduct KBI with a maximum ratio of 1:31.</p> <p>The school attendance areas that will receive KBI are listed below: Bohn, Central, former Delta Island, Freiler, Hirsh, Jacobson, Kelly, McKinley, North, Poet-Christian, South/West Park and Villalovoz. The KBI site will be determined when the general summer school site is determined.</p>	<p>SUBMIT ANNUALLY (electronically)</p> <ul style="list-style-type: none"> • Scope of Work Reporting Form • Client and Services Database • KBI Parent Surveys • KBI Teacher Surveys <p>ON FILE</p> <ul style="list-style-type: none"> • Lesson Plans • Structured Kindergarten Activity Schedule (pre-approved curriculum) • Flyer (pre-approved) • Sign-in sheet/attendance record • KBI teachers informal observation notes
<p>14. KBI Oversight: School Readiness Coordinator will ensure curriculum selected is being utilized in the KBI, teaching staff is trained on the selected lesson plans, and kindergarten transition activities are aligned with common core standards for kindergarten.</p>	<p>School Readiness Coordinator will ensure KBI is being conducted in accordance with the required components section of the F5SJ KBI Program Minimum Qualifications form.</p>	<p>SUBMIT ANNUALLY (electronically)</p> <ul style="list-style-type: none"> • Scope of Work Reporting Form Including: <ul style="list-style-type: none"> ○ Summary of training activities with KBI teaching staff

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Description of Major Milestones	Method	Evaluation Methods
<p>Type of Measurement: Achieved/Not Achieved Annual Target Quantity: N/A</p> <p>Start Date: July 1, 2020 Target Date: June 2021</p>		
<p>15. Outreach Efforts: School Readiness Coordinator and Clerk/Typist will ensure outreach efforts to children with little or no prior preschool or transitional kindergarten experience are being targeted, as well as parental involvement is being promoted.</p> <p>Type of Measurement: Achieved/Not Achieved Annual Target Quantity: N/A</p> <p>Start Date: July 1, 2020 Target Date: June 2021</p>	<p>Outreach efforts will be made by the posting of flyers, advertising during kindergarten registration, and other outreach efforts as appropriate to offer KBI to children that have little or no prior preschool or transitional kindergarten experience.</p> <p>Parent engagement activities will be offered through KBI by, at a minimum, conducting a parent orientation.</p>	<p>SUBMIT ANNUALLY (electronically)</p> <ul style="list-style-type: none"> • Scope of Work Reporting Form Including: <ul style="list-style-type: none"> ○ Summary of outreach efforts ○ Summary of parent involvement activities <p>ON FILE</p> <ul style="list-style-type: none"> • Flyer (pre-approved) • Orientation agenda
<p>16. Sustainability: Director of State and Federal Programs and School Readiness Coordinator will work with F5SJ staff and consultants on issues pertaining to sustainability.</p> <p>Type of Measurement: Achieved/Not Achieved Annual Target Quantity: N/A</p> <p>Start Date: July 1, 2020 Target Date: June 30, 2021</p>	<p>Director of State and Federal Programs and School Readiness Coordinator will work with F5SJ staff and consultants regarding sustainability. Including, applying for available state funding for preschool services.</p>	<p>SUBMIT QUARTERLY (electronically)</p> <ul style="list-style-type: none"> • Scope of Work Reporting Form shall reflect: <ul style="list-style-type: none"> ○ Date(s) and type(s) of funding applications submitted

AGREEMENT

This AGREEMENT made and entered into this 9th day of June, 2020, by and between COUNTY OF SAN JOAQUIN (hereinafter COUNTY), a political subdivision of the State of California, acting through the **First 5 San Joaquin Children and Families Commission** (hereinafter "COMMISSION"), and Tracy Unified School District (hereinafter "CONTRACTOR") whose principal place of business is at 1875 W. Lowell Avenue, Tracy, CA 95376.

RECITALS

1. The COMMISSION has reviewed and recommended that COUNTY enter into an Agreement with CONTRACTOR as set forth below.
2. CONTRACTOR proposes to conduct **Building Literacy Together**, as set forth in Exhibit "A", attached hereto and incorporate herein, hereinafter described as the "Program", and
3. COUNTY and CONTRACTOR are desirous of entering into an Agreement to memorialize the rights, duties, and obligations of each toward the other in connection with the services that CONTRACTOR will provide.

NOW THEREFORE, in consideration of the charges, fees, mutual covenants and conditions contained herein, COUNTY and CONTRACTOR hereby agree as follows:

1. **TERMS OF THE AGREEMENT**

The term of this Agreement is from **July 1, 2020 to June 30, 2021**. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.

2. **SCOPE OF WORK**

The services to be performed by CONTRACTOR under this Agreement shall include, but are not limited to, those items described in the Scope of Work, set forth in Exhibit "A", attached hereto and incorporated herein. In cases of ambiguity, the COMMISSION's Executive Director may interpret the Scope of Work by using CONTRACTOR's proposal and letters of clarification, copies of which documents are on file in the COMMISSION's Executive Director's office.

3. **FISCAL PROVISIONS**

- A. COUNTY shall pay CONTRACTOR an amount not to exceed **\$429,866**.

- B. The basis for this Agreement shall be cost reimbursement. CONTRACTOR shall submit an Itemized Budget Expenditure Report (IBER) with supporting backup documentation on a monthly or quarterly basis, at the direction of the COMMISSION's Executive Director. Payment shall not exceed CONTRACTOR's actual costs. The payment of the cost of services shall be adjusted to actual cost or maximum Agreement, whichever is less, at the end of Agreement period. Payment shall be made in accordance with the Program Budget marked Exhibit "B" and attached hereto. All payments are contingent upon the availability of state and federal funding.
- C. CONTRACTOR, with the prior written approval of the COMMISSION's Executive Director, may make line item changes to the budget, as long as such changes do not change the total funding in the Agreement.

4. **INDEPENDENT CONTRACTOR**

In the performance of work duties and obligations imposed by this Agreement, CONTRACTOR is at all times acting as an independent CONTRACTOR and not as an employee of COUNTY. The sole interest of COUNTY is to assure that CONTRACTOR's services are rendered in a competent and efficient manner in order to maintain the high standards of COUNTY. CONTRACTOR shall not have any claim under this Agreement or otherwise against COUNTY for vacation, sick leave, retirement benefits, social security or workers' compensation benefits. CONTRACTOR acknowledges the fact that it is an independent CONTRACTOR and is in no way to be construed as an employee of COUNTY nor are any of the persons employed by CONTRACTOR to be so construed.

5. **STANDARD OF PERFORMANCE**

CONTRACTOR shall perform CONTRACTOR's work in strict accordance with approved methods and standards of practice in CONTRACTOR's professional specialty. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

6. **CONTRACTOR RESPONSIBILITIES**

- A. **Evaluation Plan** CONTRACTOR shall be required to develop and/or revise the Project's Evaluation Plan in conjunction with the COUNTY's evaluation consultant.
- B. **Data Input** CONTRACTOR shall be required to participate in pertinent training and input data into an Internet based or other data collection system as required by the COUNTY.
- C. **Reporting** CONTRACTOR shall submit monthly, quarterly and annual reports related to evaluation as required by the COUNTY.

- D. **Access** CONTRACTOR shall provide access to COUNTY staff and consultants to programmatic and client records. CONTRACTOR shall not refuse access to the records on the basis of confidentiality. The California Children and Families Act provides that identifiable confidential information may be released to the extent necessary for the provision of services.
- E. **Fees** CONTRACTOR shall not impose or collect from participants any fees for services rendered pursuant to this Agreement.
- F. **Compliance** CONTRACTOR shall comply with COMMISSION policies and procedures.

7. **GENERAL PROVISIONS**

- A. **Modifications or Amendments** This Agreement may be modified or amended only by a subsequent written agreement signed by both parties.
- B. **Compliance with Applicable Statutes, Ordinances and Regulations** CONTRACTOR shall comply with the applicable Federal, State, County and local laws in performance of work under this Agreement. Specifically, CONTRACTOR must:
 - i. Certify that it is a non-discrimination employer pursuant to Title 2, Chapter 5 to the California Code of Regulations.
 - ii. Comply with the minimum wage and maximum hours' provision of the Federal Fair Labor Standards Act.
 - iii. Assume all responsibility for complying with the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, and Sub-part F.
 - iv. Comply with all Federal, State, County and local laws, rules, and regulations applicable to its performance under this Agreement. If Federal, State, County or local laws, rules, regulations or guidelines touching upon this Agreement be adopted or revised during the term hereof, CONTRACTOR shall comply with them or notify COUNTY, in writing, that it cannot so comply so that COUNTY may take appropriate action.
 - v. Comply with Assembly Bill 1522, known as the Healthy Workplaces, Healthy Families Act of 2014. With a few exceptions, the new law requires all employers to provide employees performing work in California with paid sick leave, beginning on July 1, 2015.
- C. **Compliance with Immigration Law** CONTRACTOR shall employ only individuals who are in compliance with any and all current laws and regulations of the United States (U.S.) Dept. of Homeland Security, U.S. Citizenship and Immigration Service.
- D. **Licenses and Permits** CONTRACTOR represents and warrants to COUNTY that CONTRACTOR has all licenses, permits, certificates, qualifications and approvals of whatsoever nature, which are legally required for CONTRACTOR to practice its profession and perform work under the Agreement.

E. **Conflict of Interest**

- i. CONTRACTOR has read and is aware of the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees and agrees to be bound thereby. CONTRACTOR certifies that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement which would constitute violations of the foregoing sections of the Government Code. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, COUNTY may immediately terminate this Agreement by giving written notice thereof.
- ii. CONTRACTOR certifies that its employees and officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest, as statutorily defined, which either directly or indirectly arises from this Agreement.
- iii. CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family or business ties.

F. **Nepotism** When relatives are in the same chain-of-command of a management official or supervisor with authority to take personnel management actions, such persons may not select a relative for a position anywhere in the CONTRACTOR's organization under his or her jurisdiction or control. Such persons having the authority to appoint, employ, promote, or advance person or to recommend such action, may not advocate or recommend a relative for a position in the CONTRACTOR's organization.

- i. For purposes of this statement, relative is defined as a spouse, parents, children, siblings, aunts or uncles, in-laws or step-parents or step-siblings.
- ii. Except by consent of COUNTY's Human Services Agency Director or designee, which consent shall not be unreasonably withheld for exceptional or unusual circumstances, no person shall be employed by CONTRACTOR who is in a direct chain-of-command or supervision with any relative, as defined above.

G. **Confidentiality** Contractor shall:

- i. Have a policy on confidentiality and will not publish, use or disclose any information concerning eligible individuals, applicants or recipients who receive service through this program for any purpose not connected with the administration of CONTRACTOR's or COUNTY's responsibilities under this project except with the informed written consent of the eligible individuals.
- ii. Not publish or disclose, or use or permit, or cause to be published any information pertaining to an applicant or recipient of program services.

- H. **Non-Exclusive Rights** This Agreement does not grant to CONTRACTOR any exclusive privileges or rights to provide services to COUNTY. COUNTY may contract with other counties, private companies or individuals for similar services.
- I. **Assignment** This Agreement is binding upon COUNTY and CONTRACTOR and their successors. Except as otherwise provided herein, neither COUNTY nor CONTRACTOR shall assign, sublet or transfer its interest in this Agreement or any part thereof, delegate its duties hereunder without the prior written consent of the other. Any assignment, transfer, or delegation made without such written consent shall be void and shall be a material breach of this Agreement.
- J. **Termination**
- i. **Cause** If a CONTRACTOR materially breaches the term of this Agreement, COUNTY shall have the following alternative remedies:
 - a. Terminate the Agreement with CONTRACTOR subject to any regulatory required notice of termination.
 - b. Complete the unfinished work, under this Agreement, with a different CONTRACTOR.
 - c. All other remedies provided by law.
 - ii. **For Convenience** Either party to this Agreement may for any reason terminate this Agreement at any time by giving to the other party thirty (30) days' written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
 - iii. **Disputes** CONTRACTOR shall continue with the responsibilities under this Agreement during any dispute.
- K. **Governing Law** The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.
- L. **Venue** For any actions arising out of this Agreement, they shall be held in the County of San Joaquin, California.
- M. **Indemnification** CONTRACTOR agrees that it shall indemnify, defend and hold harmless COUNTY, its agents, elected officials, officers, volunteers, authorized charges, damages, claims, liens, and cause of actions, of whatsoever kind or nature, including, but not limited to: reasonable attorney fees, which are in any manner directly or indirectly caused, occasioned or contributed to in whole or in part through any act, omission, fault or negligence, whether active or passive, of CONTRACTOR or CONTRACTOR's officers, agents, employees or authorized representatives, which relates in any manner to this Agreement, any work to be performed by CONTRACTOR arising from the operation of this Agreement, even though the same may have resulted from the joint, concurring or contributory

negligence, whether active or passive, of COUNTY or any other person or persons, except those injuries or damages that are the result of willful acts or the sole negligence of COUNTY, its officers, agents or employees.

- i. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons and damage to any property, regardless of where located, including the property of the COUNTY, and any liability of COUNTY for private attorney general fee awards. It is further expressly understood and agreed that the duty to indemnify shall include, but not be limited to: any internal costs for staff time, investigation costs and expenses, and fee of County Counsel reasonably incurred as a result of any act, omission, fault or negligence, whether active or passive, of CONTRACTOR or CONTRACTOR's officers, agents, employees or authorized representatives, which relates in any manner to this Agreement, or any authority delegated to CONTRACTOR under this Agreement.

N. **Insurance Requirements** During the term of this Agreement, CONTRACTOR shall maintain and carry in full force insurance of the following types and minimum amounts with a company or companies that are acceptable to COUNTY, insuring CONTRACTOR while CONTRACTOR is performing duties under this Agreement:

- i. **Workers' Compensation** A program of Workers' Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including employer's liability with one million dollars (\$1,000,000) limits, covering all persons providing services on behalf of CONTRACTOR and all risks to such persons under this Agreement.
- ii. **Comprehensive General Liability Insurance** The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000), single limit liability.
- iii. **Automobile Liability** CONTRACTOR agrees to hold harmless and indemnify COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement.
- iv. **Additional Named Insured** All policies, except for Workers' Compensation, shall contain additional endorsements naming COUNTY and its officers, employees, agents, servants and volunteers as additional insured with respect to liabilities arising out of performance of services.
- v. **Policies Primary and Non-Contributory** All policies required above are to be primary and non-contributory with any self-insurance programs carried or administered by COUNTY.
- vi. **Proof of Coverage** CONTRACTOR shall furnish certified copies of the policies and all endorsements to the COUNTY Purchasing Department evidencing the required insurance coverage, including endorsements above required, prior to the commencement of performance of services, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days' written notice to COUNTY. CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services

hereunder until the completion of such services. If COUNTY elects to renew this Agreement, CONTRACTOR shall provide COUNTY with certified copies of the policies and all endorsements for each additional term of this Agreement. All insurance shall be in a company or companies authorized by law to transact insurance business in the State of California. Certificates of insurance are to be mailed to:

**San Joaquin County
Purchasing and Support Services
44 N. San Joaquin Street, Suite 540
Stockton, California 95202**

- vii. **Payment Withheld** If CONTRACTOR does not obtain the described insurance, or if COUNTY is not furnished at the time of specified with the requisite insurance certificates, or if the described insurance is terminated, altered, or changed in a manner not acceptable to COUNTY, COUNTY may withhold payments to CONTRACTOR or terminate this Agreement.
- viii. **Liability Insurance** Coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR from liability in excess of such coverage, nor shall preclude COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- O. **Entire Agreement** This document contains the entire Agreement between the parties and supersedes oral or written understanding they may have had prior to the execution of this Agreement. If any ambiguity is created between this Agreement and its exhibits, this Agreement shall prevail.
- P. **Severability** Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.
- Q. **Enforcement of Remedies** No right or remedy herein conferred on or reserved to COUNTY is exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.
- R. **Modification and Waiver** No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions hereof (whether similar or not), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

- S. **Exhibits to Contract** Additional provisions shall be attached hereto and incorporated herein as sequential exhibits and shall have the same force and effect as set forth in this Agreement.
- T. **Headings** Paragraph headings are not to be considered a part of this Agreement and are included solely for convenience of reference and are not intended to be full or accurate description of the contents thereof.
- U. **Force Majeure** Without affecting any right of termination as set forth in this Agreement, either party may suspend this Agreement at any time because of strike of its personnel, war, declaration of state of national emergency, acts of God, or other cause beyond the control of the party, by giving the other party written notice of, and reason for, the suspension.
- V. **Audit** CONTRACTOR agrees that COUNTY or its designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONTRACTOR agrees to maintain records pertaining to the performance of this Agreement. CONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, CONTRACTOR agrees to include a similar right of COUNTY to audit records and interview staff in any subcontract related to performance of this Agreement.
- i. CONTRACTOR shall maintain accurate and complete records including a physical inventory of employee payroll time sheets. These records shall be preserved in accordance with recognized commercial accounting practices.
 - ii. CONTRACTOR shall permit COUNTY to examine and audit these records and all supporting records at all reasonable times. Audits shall be made no later than (a) five (5) calendar years after completion of services rendered or (b) five (5) calendar years after expiration date of this Agreement, whichever comes later.

CONTRACTOR: Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376

COUNTY: County of San Joaquin
Children and Families Commission
102 S. San Joaquin Street
Stockton, CA 95202

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement, effective on the date and year first written above, to the terms and conditions set forth above, COUNTY and CONTRACTOR have placed their signatures below:

ATTEST, San Joaquin County Board of Supervisors, State of California

By: _____
Rachél DeBord, Clerk of the Board

COUNTY OF SAN JOAQUIN, a political subdivision of the State of California

By: _____
Katherine M. Miller
Chair, San Joaquin County Board of Supervisors

CONTRACTOR, Tracy Unified School District

By: _____
Julianna Stocking
Director of State and Federal Programs, Tracy Unified School District

APPROVED AS TO FORM, Office of County Counsel

By: _____
Deputy County Counsel

Exhibit B
Tracy Unified School District
Building Literacy Together
July 1, 2020 through June 30, 2021
BUDGET NARRATIVE

Summary:

A total of **\$429,866** is requested for expenses to be incurred from July 1, 2020 to June 30, 2021. These funds will be used to implement the Building Literacy Preschool Program \$419,978 and Kindergarten Bridge program \$9,888.

I. Personnel:

A total of **\$273,882** is requested for salary expenses, excluding benefits, for a 12-month period. The requested amount represents funding for the following positions:

- A. School Readiness Coordinator:** A total of **\$50,595** is requested for **50 percent** of the School Readiness Coordinator's salary. The School Readiness Coordinator (SRC) will oversee the implementation of the First 5 San Joaquin (F5SJ) programs by coordinating both North Preschool (NPS) and Villalovoz Preschool (VPS). This position will oversee curriculum and instruction and will monitor student progress for all sites. This position will coordinate the parent involvement, staff professional development and articulation between preschool, Transitional Kindergarten (TK) and Kindergarten teachers across the district. (Contracted days: 215)
- B. Translator/Clerk Typist:** A total of **\$22,465** is requested for **65 percent** of the Translator/Clerk Typist salary to enroll families in program, perform data input, keep and maintain records, file, promote events and meetings, translate written material, and translate during workshops, meetings, and parent conferences. (Contracted days: 190)
- C. School Readiness Site Lead (SRSL) (2):** A total of **\$81,596** is requested for two SRSLs. #1 - A total of **\$32,792** is requested for **50 percent (\$65,584 x .5)** of the SRSL #1 (NPS PM) salary to provide guidance and oversight of the implementation of the preschool program at NPS PM. This position works in the classroom, oversees lesson planning, Ages and Stages Questionnaires (ASQs), and Desired Results Developmental Profile (DRDP) data. SRSL provides professional development for staff and parent education opportunities. #2 - A total of **\$48,804** is requested for **100 percent** of the SRSL #2 (VPS AM) salary to provide guidance and oversight of the implementation of the preschool program at VPS AM. This position works in the classroom, oversees lesson planning, ASQs and DRDP data. SRSL provides professional development for staff and parent education opportunities. (Contracted days: 200)

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- D. Preschool Instructors (4):** A total of **\$102,240** is requested for four Preschool Instructors. A total of **\$51,120** is requested for **100 percent** of the Preschool Instructor #1 and #2 (NPS PM) salaries to provide general supervision and instruction. A total of **\$51,120** is requested for **100 percent** of Preschool Instructor #3 & #4 (VSP AM) salaries to provide general supervision and instruction. The preschool instructors will assist with lesson planning and DRDP data collection, along with management of a group of preschool students in classroom setting and assist with other duties related to the operation of the preschool program. (Contracted days: 183)
- E. Extra Services and Substitutes:** A total of **\$10,000** is requested for **100 percent** of the extra services and substitutes salaries to cover the cost of classified and or certificated staff to substitute. Also, to provide extra service pay for preschool instructors to participate in events including, but not limited to: transition activities; parent education events; professional development opportunities; outreach events; advisory committee meetings; staff meeting attendance; data collection efforts; and extension of preschool services during the Kindergarten Bridge program; and other Building Literacy Together program related events. This line item also includes personnel to provide childcare, translation during parent workshops and trainings, including kindergarten orientation meetings, and to facilitate a parenting program. Included in this amount are substitutes to release preschool teachers for coaching and observations. This line item also includes custodial support, as needed, for parent workshops/trainings and professional development that occurs with F5SJ funded staff after their contracted hours.
- F. Certificated - Kindergarten Bridge:** A total of **\$4,575** is requested for **64 percent** of the Kindergarten Bridge Certificated Teachers to provide instruction during the Kindergarten Bridge program. Certificated TK, Kindergarten, or First grade teachers will be paid the standard hourly rate of \$40.85. The program will consist of 10 instructional days with students and one in-service training. The Kindergarten Bridge program will be held at one school site for approximately three hours per day. Four teachers will participate in the Kindergarten Bridge program for approximately 96 students at 24 per class. Teachers will work four hours each day of the program. F5SJ funds **\$4,575** ($\$40.85 \times 4 \text{ teachers} \times 4 \text{ hours} \times 7 \text{ days}$). District funding \$2,614 ($\$40.85 \times 4 \text{ teachers} \times 4 \text{ hours} \times 4 \text{ days}$)
- G. Classified - Kindergarten Bridge:** A total of **\$2,411** is requested for **64 percent** of the Kindergarten Bridge Classified Preschool Instructor Paraprofessionals' salary to support instruction during the Kindergarten Bridge program. Classified

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Preschool Instructors/Paraprofessionals will be paid the standard hourly rate of \$21.53. The program will consist of 10 instructional days with students and one in-service training. The Kindergarten Bridge program will be held at one school site for approximately three hours per day. Four Preschool Instructors/Paraprofessionals will participate in the Kindergarten Bridge program for approximately 96 students at 24 per class. Preschool Instructors/Paraprofessionals will work four hours each day of the program. F5SJ funds **\$2,411** ($\21.53×4 Preschool Instructors/Paraprofessionals $\times 4$ hours $\times 7$ days). District funding **\$1,378** ($\21.53×4 Preschool instructors/paraprofessionals $\times 4$ hours $\times 4$ days)

Benefits:

A total of **\$86,529** is requested for benefits for positions as identified. Benefits include health, life, dental and vision insurance, retirement, and state and federal mandated benefits and employer paid payroll taxes. The program anticipates the benefits costing approximately **31.59 percent** of the total personnel expenses. **\$ 1,648** of the total is for benefits and employer paid payroll taxes associated with the Kindergarten Bridge program.

II. Operating Expenses:

- A. Rent and Utilities:** A total of **\$3,000** is requested for Rent and Utilities. This includes custodial fees, custodial supplies, and electricity, which are estimated at \$83 per month for 12 months at NPS and VPS - \$1,000 ($\83.33×12). In addition, \$2,000 is included in this cost for the security alarm contract at NPS.
- B. Communications/Phones:** A total of **\$900** is requested for Communications/Phones. The estimated cost is at approximately \$100 per month for 12 months at NPS and VPS: \$1,200 ($\100×12). The cost to this program is \$900 ($\$1,200 \times 75\%$). The remaining 25 percent (\$300) will be provided by California State Preschool Program (CSPP) funds.
- C. Office Expenses:** A total of **\$3,600** is requested for Office Expenses. Office expenses include, but are not limited to, office consumable supplies and small office equipment. This line item also includes materials, postage, printing and duplicating costs, and shredding fees. The amount was calculated by estimating the cost of \$300 per month per 12 months. \$3,600 ($\300×12 months)
- D. Equipment Lease:** None Requested

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- E. Equipment Purchase:** A total of **\$5,000** is requested for Equipment Purchase. This line item includes the purchase of one computer for instruction, lesson planning, DRDP observation, and data collection for the NPS PM Teacher (Cost for the computer will be shared with CSPP and F5SJ). Also, included in this line item is the purchase and installation of linoleum in the VPS classroom. Linoleum is necessary to keep the classroom safe and sanitary for students.
- F. Travel:** A total of **\$1,000** is requested for Travel. The amount requested is for program related mileage, parking, and tolls for budgeted staff including, but not limited to, the SRC, Translator/Clerk Typist, SRSs, and Preschool Instructors. The estimated travel cost will average approximately \$83 per month for 12 months. The mileage rate will not exceed the Internal Revenue Service published rate of reimbursement.
- G. Training/Conferences:** A total of **\$3,000** is requested for Training/Conferences. The amount requested would cover registration fees, travel expenses, and mileage. This line item may also include, but is not limited to, expenses for consultants/trainers and expenses related to in-house trainings on topics related to early childhood education and quality improvements. Any out-of-county trainings must be pre-approved by F5SJ prior to registering.
- H. Consultants/Subcontractors:** None requested.
- I. Program Costs:** A total of **\$23,600** is requested for Program Costs:
\$14,400 for materials, resources, and curriculum to maintain a quality program and meet the Early Childhood Environment Rating Scale and Classroom Assessment and Scoring System assessment requirements. Includes, but is not limited to: books, manipulatives, dramatic play area, block area, art area, and outside area. NPS \$7,200 (24 students x \$300 per student). VPS \$7,200 (24 students x \$300 per student). When appropriate, non-consumable item costs will be shared with CSPP funding.
\$1,000 for Learning Genie License (48 Licenses) to ensure that the DRDP 2015 is completed in a timely and efficient manner.
\$1,000 for Raising A Reader (RAR) items purchased to replace or replenish and maintain the program. RAR cost includes a blue book bag for each participant (48 students), sales tax, shipping and handling charges.
\$3,000 for field trips to local museums, farms, and related curriculum experiences. This item includes the cost of entrance fees and bus transportation.

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Also, included are onsite field trip experiences, including, but not limited to, the World of Wonders Science museum. (\$1,500 per class x 2 sessions)

\$3,000 for healthy snacks for the NPS PM provided to students during preschool sessions. VPS snack provided through the free School Breakfast Program. In addition, this line item also includes the purchase of food items for cooking experiences and activities related to curriculum. This line item also includes healthy snacks provided to parents in accordance with F5SJ food policy during workshops, trainings, and Parent Advisory Committee meetings.

\$1,200 for Kindergarten Bridge program cost. Program materials include, but are not limited to, healthy snacks, and school readiness resources such as classroom consumable supplies, classroom supplies, books, and outreach materials. (96 students x \$12.5 per student)

- J. Banked Funds:** A total of **\$15,341** has been set aside for upcoming unknown costs, usable only with a F5SJ prior approved budget revision.

III. Indirect Expenses:

A total of **\$14,014** is requested for Indirect Expenses to cover day-to-day administrative and overhead costs that are not easily distinguishable to a specific project. This includes, but is not limited to, accounting/fiscal support, human resources support, miscellaneous fees, insurance costs, and other operating expenses. Tracy Unified School District Indirect Cost Rate is currently estimated at **3.37 percent**. Tracy Unified School District selects Option #4: California Department of Education (CDE) determined Indirect Cost Rate. If the CDE increases the rate during the year, Tracy Unified School District reserves the right to submit a budget revision to increase indirect cost up to the allowed rate.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent for Educational Services
DATE: June 3, 2020
SUBJECT: Approve Agreement for Special Contract Services with Illuminate Education

BACKGROUND: In 2018, our current student data system, iO Education was purchased by Illuminate. Since 2018 iO has completely merged with Illuminate. This contract will replace the iO Education contract as well as the Panorama contract and bring upgraded features through the new platform. Illuminate has a user-friendly standards-based reporting platform that helps guide instruction for better learning outcomes for students. The system has the capability to administer and receive assessment results, create, upload and give standards-based assessment, and provide formative feedback mid lesson to determine lesson plan success and inform next steps. Illuminate has a FastBridge component which provides a universal screening, skills analysis and progress monitoring for reading, math and behavior. The system provides data analysis to identify who is at risk and determine next steps. The Illuminate contract will provide 14,601 student licenses and includes grading software and access to key data systems, KDS Inspect Plus item bank. Illuminate will provide data support and integration for initial set up, onsite and online training. The contract also includes access to Fast Bridge Computer Adaptive Testing and curriculum-based measurement.

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

FUNDING: The contract is for \$ 151,510.00 and will be paid out of lottery funds.

RECOMMENDATIONS: Approve Agreement for Special Contract Services with Illuminate Education

Prepared by: Tom Quiambao, Director of Information Systems & Educational Technology.

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

1. Contractor shall perform the following duties: Provide 14601 DnA Software Licenses, Assessment Scanning & Scoring, Inspect Plus, Data Integration, On-site training, Migration IO Services, Fast Bridge & Virtual Fast Bridge Training.

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 365 () [] HOURS [X] DAYS, under the terms of this agreement at the following location 1875 W. Lowell Avenue, Tracy, Ca 95376.

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

- a. District shall pay \$ 151,510.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 151,510.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2020, and shall terminate on June 30, 2021.

5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination ⁶⁵ 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, Tom Quiambao, at (209) 830-3282 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

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

Department/Site Approval

Budget Approval

Date Approved by the Board



6531 Irvine Center Drive Suite 100
Irvine, California 92618
(949) 656-3133
<https://www.illuminateeducation.com/>

Client Order

Q-75817

Prepared Date:	6/2/2020	Customer:	Tracy Unified School District
Valid Through:	6/30/2020	Address:	1875 W Lowell Ave Tracy, California 95376-2291
Prepared By:	Kevin Mannion	Contact:	Tania Salinas
Start Date:	7/1/2020	Phone:	(209) 830-3275
End Date:	6/30/2023		
Quote Term:	36		

Year 1 - 20/21 School Year

Dates: 7/1/2020 - 6/30/2021

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
14,601	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	\$3.00	\$43,803.00
14,601	»» Grading Software	Assessment Scanning and Scoring	\$0.00	\$0.00
14,601	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	\$0.50	\$7,300.50
1	Implementation & Training Package		\$0.00	\$0.00
1	»» DnA Standard Package		\$0.00	\$0.00
1	»»»» Product Implementation	Product implementation, setup and configuration support.	\$0.00	\$0.00
14,601	Data Integration	Data support for initial setup.	\$0.00	\$0.00
14,601	»» Data Integration, DnA	Data support for initial setup	\$0.00	\$0.00
2	Onsite Training, DnA	One day (up to six hours) onsite training and/or technical assistance for DnA.	\$2000.00	\$4,000.00
14,601	Migration IO Services Package	20 Learning Community seats, 1 day of regional on-site DnA training (cannot be scheduled July 1 through Sep 30), 3 virtual consultation sessions, and webinars.	\$0.00	\$0.00
14,601	FastBridge™	Access to FastBridge's Computer Adaptive Testing and Curriculum-Based Measurement.	\$6.50	\$94,906.50
1	Virtual Training, FastBridge	Synchronous learning sequence addressing selected FastBridge content. Facilitated live by an Instructor across 2 3-hour sessions for up to 30 participants.	\$1500.00	\$1,500.00
Year 1 - 20/21 School Year Subtotal:				\$151,510.00
Year 1 - 20/21 School Year Grand Total:				\$151,510.00

Year 2 - 21/22 School Year

Dates: 7/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
14,601	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	\$4.00	\$58,404.00
14,601	»» Grading Software	Assessment Scanning and Scoring	\$0.00	\$0.00
14,601	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	\$2.25	\$32,852.25
14,601	FastBridge™	Access to FastBridge's Computer Adaptive Testing and Curriculum-Based Measurement.	\$7.00	\$102,207.00
Year 2 - 21/22 School Year Subtotal:				\$193,463.25
Year 2 - 21/22 School Year Grand Total:				\$193,463.25

Year 3 - 22/23 School Year

Dates: 7/1/2022 - 6/30/2023

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
14,601	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	\$5.00	\$73,005.00
14,601	»» Grading Software	Assessment Scanning and Scoring	\$0.00	\$0.00
14,601	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	\$2.25	\$32,852.25
14,601	FastBridge™	Access to FastBridge's Computer Adaptive Testing and Curriculum-Based Measurement.	\$7.50	\$109,507.50

Year 3 - 22/23 School Year Subtotal: \$215,364.75

Year 3 - 22/23 School Year Grand Total: \$215,364.75

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@illuminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618



Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement (“Agreement”) is hereby entered into as of the date of receipt of purchase order and/or enforcement of any and all product and/or service orders (the “Effective Date”) between the purchasing agency (“Client”) and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively “Illuminate”) (Client and Illuminate are referenced herein as each a “Party” and collectively the “Parties”).

Definitions.

(a). “**Client Order**” means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Product(s), current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement upon receipt of Client’s purchase order as specified herein.

(b). “**Documentation**” means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(c). “**Licensed Product(s)**” means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(d). “**Services**” means the service(s) described in the applicable Client Order attached hereto or an executed statement of work (“SOW”), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(e). “**Software**” means the Illuminate software programs described in the applicable Client Order.

(f). “**Subscription Period**” means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 14 (“**Termination**”).

(g). “**Third Party Software**” means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Product(s) and/or Services by: (i) providing a purchase order displaying the unique identifier contained within the Client Order attached hereto; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Product(s) and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms

included in the Client’s purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Upon mutual consent, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Product(s) and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement [including all incorporated documents as set forth in Section 15(k) herein], Illuminate will provide the Licensed Product(s) and/or Services described in the initial Client Order. Additional Client Orders and/or SOWs may be entered into by the Parties to subscribe to additional or different features of the Licensed Product(s) and/or Services. Unless designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs.

2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate’s Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, annual (or multi-year as specified in Illuminate’s Client Order), non-exclusive, non-transferable license during the Subscription Period, to access the Licensed Product(s) and/or Services through the User IDs and to operate the features of the Licensed Product(s) and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Product(s) and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client’s system administrator access to Client’s designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and administrator for access to and to utilize the Licensed Product(s) and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and administrator User IDs and passwords that Client may issue. Each User ID may only be used to access the Services during one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. “Client Personnel” is defined as Client’s internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Product(s)

and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Product(s) and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client agrees that it will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Product(s) and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Product(s) and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Product(s) and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Product(s) and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Product(s) and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Product(s), and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Product(s), and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the

exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Product(s) and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free, license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Product(s) and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose outside the scope of the Agreement, provided always that such Client Data must be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Product(s) and/or Services the Client Data, including any personally identifiable information of any of the students and or other persons included therein.

5. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; provided that Illuminate does not enter into a multi-year item price agreement with Client, as denoted in the attached Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Agreement Term expires or the Agreement as a whole is terminated under Section 14 ("Termination").

6. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems

and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Product(s) and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

7. Professional Services. In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be invoiced/prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period.

(b). **Third Party Integration.** Illuminate, in its sole discretion, will assist Client with integration of Licensed Product(s) with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

8. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Product(s) and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are

beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Product(s) and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Product(s) and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Product(s) and/or Services; or (ii) use or distribute through the Licensed Product(s) and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Product(s) and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Product(s) and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Product(s) and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Product(s) and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Product(s) and/or Services.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment.

9. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance pursuant to subsection 9(b) below. Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Product(s) and/or Services are collectively "**Fees**".

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Product(s) and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment in excess of five percent (5%) occurs, then Client shall remit payment for additional student access to Licensed Product(s) and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Product(s) and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Product(s) and/or Services and Client terminates any Licensed Product(s) and/or Services within the bundle, Illuminate

reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Product(s) and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Product(s) and/or Services in a renewal term in order to remain compliant with applicable laws and/or Illuminate's uniform procedures, in which event such new or modified policies or other terms and conditions will govern Illuminate's provision of Licensed Product(s) and/or Services in such renewal term.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("Notices") and Section 14 ("Termination"). Illuminate also reserves the right to charge Client a 1.5% late fee for any outstanding invoices that exceed ninety (90) days past due.

(e). **Certain Taxes.** Fees quoted do not include and Client shall pay, and to the extent permitted under the law, indemnify and hold Illuminate harmless from all gross receipts, value-added, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Illuminate. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

10. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".

(b). **Covenant.** To the extent permitted by law, recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is

necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only Select Clients).** Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share deidentified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (*FAST product customers only*) and/or University of Virginia (*PALS product customers only*) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

11. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out

its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

12. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

14. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that

Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 10. Client further acknowledges that, as breach of the provisions of Section 10 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Liquidated Damages.** In the event that Client enters into a multi-year contract with Illuminate and Client terminates the contract or any portion thereof, Client agrees to pay Illuminate the remaining sum due to Illuminate through the stated term of the Client Order and/or SOW as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Client terminates this Agreement as a result of Illuminate's breach in accordance with Subsection 14(a) herein. Notwithstanding the foregoing, Client shall not be liable for said liquidated damages in the event that: (i) Client provides Illuminate at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Client's contract. Client shall not utilize this clause as a right to terminate the contract for convenience. Illuminate reserves the right to seek documentation evidencing the non-appropriation of funds.

(c). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return or destroy, at Illuminate's sole discretion, all Confidential Information of the other Party, as set forth in Section 10 ("**Confidential Information**"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 10 ("**Confidential Information**"), Section 11 ("**Disclaimers**"), Section 12 ("**Limitation of Liabilities**"), Section 14(c) ("**Survival**"), and Section 15 ("**General Provisions**"). Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

15. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all

expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are

incorporated into this Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(k). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, Illuminate's SOWs (if applicable), and Client's purchase order (without any added terms and conditions that may be contained therein) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

CLIENT: _____

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: Dick Davidson

Name: _____

Title: Chief Financial Officer

Title: _____

Date: _____

Date: _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 28, 2020
SUBJECT: **Approve Agreement for Special Contract Services with Allyson Moore, Behavior Consultant, to provide Mental Health Evaluations to Special Education Students for the 2020-2021 School Year**

BACKGROUND: Under the provisions of AB 114, school districts must now provide any mental health services necessary for students with disabilities to receive Free and Appropriate Public Education (FAPE) or benefit from the special education program. Ms. Moore has a lengthy history with Tracy Unified School District (TUSD). As a Board Certified Behavior Analyst (BCBA) and Licensed Marriage and Family Therapist (LMFT), she presents unique skills to assist TUSD in developing programs and conducting assessments to meet the needs of our students, especially students with Autism, as required by AB 114. Ratification is necessary in order to stay in compliance with legal IEP timelines.

RATIONALE: School districts are now required to provide mental health evaluations and concurrent behavior analysis to children with IEPs. Tracy Unified School District (TUSD) is utilizing outside sources to provide training to current psychologists as well as consultation for higher levels of need that TUSD must service under the AB114 regulations. 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.

FUNDING: Expenses for this contract are billed \$130.00 per hour. Total contract expenses will not exceed a total of \$31,000.00 for the fiscal year beginning July 1, 2020 and ending June 30, 2021. Funding for Mental Health expenses are budgeted in account #01-6512-0-5750-1110-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with Allyson Moore, Behavior Consultant, to provide Mental Health Evaluations to Special Education Students for the 2020-2021 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide mental health evaluations as an LMFT
(Licensed Marriage and Family Therapist) and concurrent BCBA (Board Certified Behavior Analyst) related to emotional needs for students and family.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 30 hours per month () ☒ **HOURS** | | **DAYS**, under the terms of this agreement at the following location any and all TUSD 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 \$ 130.00 per ☒ **HOURLY** | | **DAY** | | **FLAT RATE**, not to exceed a total of \$ 31,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | | **SHALL** ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
- c. District shall make payment on a ☒ **MONTHLY PROGRESS BASIS** | | **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2020, and shall terminate on June 30, 2021.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 11, 2020
SUBJECT: **Approve Agreement for Special Contract Services with Foundation Therapy Service for an Individual Educational Evaluation in the area of Occupational Therapy Assessment**

BACKGROUND: Board approval is requested to contract for an Independent Educational Evaluation (IEE) in the area of Occupational Therapy (OT) assessment for one TUSD student. Special Education Administration would like to contract with Julie Zito, an Occupational Therapist for the needed evaluation. Approval is necessary at this time to remain compliant with services on IEPs and the parents' right to choose an assessor of their choice for Independent Education Evaluation in the area of Occupational Therapy Assessment.

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

FUNDING: Expenses for this contract include assessments, report writing and IEP attendance. Total contract expenses will not exceed \$1,200.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5750-1110-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with Foundation Therapy Service for an Individual Educational Evaluation in the area of Occupational Therapy Assessment.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Independent evaluation of a TUSD student. Assessment will include an IEE assessment in the area of Occupational Therapy. Fee includes assessment time, report writing, report presentation and attendance at an IEP meeting to present the report, and actively participate with the IEP team. Assessor will provide District copies of all protocols, final signed report and invoice.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of N/A () | **HOURS** | **DAYS**, under the terms of this agreement at the following location student's school of attendance.

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

- a. District shall pay \$ 1,200.00 per | **HOUR** | **DAY** | ☒ **FLAT RATE**, not to exceed a total of \$ 1,200.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | ☐ **SHALL** | ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
- c. District shall make payment on a | **MONTHLY PROGRESS BASIS** | ☒ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2020, and shall terminate on June 30, 2021.

5. This agreement may be terminated at any time during the term by either party upon Thirty (30) days' written notice of termination ⁸¹ delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 9, 2020
SUBJECT: **Approve Agreement for Special Contract Services with Psyched Services for Psychologist Services for the 2020-2021 School Year**

BACKGROUND: Board approval is requested to contract for special education support from outside service providers. The Special Education Department would like to contract with Psyched Services to provide psych consultation and assessment services in accordance with student Individual Education Plans (IEPs). Board Approval is necessary in order to stay in compliance with legal IEP timelines.

RATIONALE: Students suspected of having a disability must be evaluated to determine eligibility for special education services. At this time, the District does not have enough school psychologists to meet the special education evaluation needs. This request supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student academic, social, and emotional potential.

FUNDING: Expenses for this contract are billed at \$180.00 per hour (in person); \$120.00 per hour (remote) and/or \$3,375.00 per assessment for a school psychologist to provide up to 30 psychoeducational evaluations. Total contract expenses will not exceed \$101,250.00 (\$3,375 X 30 assessments). Special Education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with Psyched Services for Psychologist Services for the 2020-2021 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: To provide psycho-educational assessments, reports, and IEP attendance for various TUSD sites for the 2020-2021 school year. All assessment protocol Education Department.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 30 Psycho-Educatic() | | HOURS | | DAYS, under the terms of this agreement at the following location TUSD 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 \$3,375.00 per | | HOUR | | DAY | ✓ | FLAT RATE, not to exceed a total of \$101,250. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | | SHALL | ✓ | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
- c. District shall make payment on a | ✓ | MONTHLY PROGRESS BASIS | | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2020, and shall terminate on June 30, 2021.

5. This agreement may be terminated at any time during the term by either party upon Thirty (30) days' written notice of termination ⁸⁵ delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

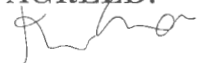
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:



Kristyn Corley

Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

Date

Psyched Services Owner

Account Number to be Charged

Title

Department/Site Approval

533 Airport Blvd, Suite 400

Budget Approval

Address

Burlingame, CA 94010

Date Approved by the Board

(650) 427-0110



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 9, 2020
SUBJECT: Approve Agreement for Special Contract Services between ProCare Therapy and the District to provide Sign Language Interpreter Services for the 2020-2021 School Year

BACKGROUND: Board approval is requested to contract for special education support from outside service providers. The Special Education Department would like to contract with ProCare Therapy for Sign Language Interpreter (SLI) services, in accordance with student Individual Education Plans (IEPs). Board Approval is necessary in order to stay in compliance with legal IEP timelines.

RATIONALE: Students eligible for special education must be provided with special education and related services to ensure they make progress towards the general curriculum appropriate in light of their circumstances. The District does not have SLI providers to deliver Sign Language Interpreter services to meet the needs of students with disabilities. This request supports 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: Expenses for this contract are billed at \$68.00 per hour (up to 30 hours per week) to provide sign language services. Total contract expenses will not exceed a total of \$86,000.00 for the fiscal year beginning August 11, 2020 and ending May 28, 2021. Special Education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services between ProCare Therapy and the District to provide Sign Language Interpreter Services for the 2020-2021 School Year.

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

CLIENT SERVICES AGREEMENT

between
 ProCare Therapy
 1979 Lakeside Parkway, Suite 800
 Tucker, GA 30084
 and

 Tracy Unified School District

 1875 W. Lowell Ave.

 Tracy, CA 95376

("Client")

ProCare Therapy, LLC a d/b/a of New Direction Solutions, LLC ("ProCare") and Client enter into this non-exclusive Client Services Agreement ("Agreement") for the purpose of referring and placing Consultants ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Client Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. Scope of Services.

ProCare will use its commercially reasonable efforts to provide Consultants for assignment with Client. ProCare will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including worker's compensation, general liability and professional liability coverage for the benefit of the Consultant s. If a Consultant is unable to complete the specified assignment, ProCare will use its commercially reasonable efforts to find a replacement in a timely manner.

2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of ProCare and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. ProCare agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. ProCare does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, ProCare will notify Client in advance of the assignment in order to receive approval of this arrangement.

3. Telepractice Services.

ProCare, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D –VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

4. Insurance.

ProCare will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employers Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

5. Competency and Licensing.

ProCare will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. ProCare will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While ProCare will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision

is ultimately the responsibility of the Client. To this end, ProCare will make available to Client all appropriate Consultant records that ProCare may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. ProCare will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

6. On-Site Responsibility.

Client is responsible for providing all support, facilities, training, direction, materials, supplies, and means for the Consultant to complete the assignment. Client acknowledges that ProCare is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of care and acknowledges that ProCare is not responsible for the Consultant's on-site performance. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

7. Employment of Consultants.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare for a period of (12) months after the latest date of introduction, referral, placement, or termination or expiration of the contract assignment. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare upon start date.

8. Equal Opportunity.

It is the policy of ProCare to provide equal opportunity to all Consultants for employment. ProCare and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

9. Payment Terms.

Client will be billed on a weekly basis for work performed during the previous week and pay ProCare based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. All hours worked over forty (40) hours in a one-week work period will be billed at one and one-half times the regular bill rate. It is Client's responsibility to notify ProCare if pre-approval is required for any or all overtime hours prior to any such hours being worked. **Payment is due within fifteen (15) days of receipt of invoice.**

10. Default Charges.

Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, ProCare reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

11. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

12. Administrative Responsibilities.

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify ProCare in



writing within three (3) business days of alleged failure. Failure to notify ProCare before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify ProCare of time sheet and work performed discrepancies.

13. Incident and Error Tracking.

Client will report to ProCare any performance issues, incidents, errors and other events related to the care and services provided by ProCare Consultants. ProCare will document reported incidents in Consultant's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

14. Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which ProCare's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to ProCare within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to ProCare concurrently with Client for the purpose of reporting such event to ProCare's workers compensation carrier. If ProCare's Consultants are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both ProCare and ProCare's Consultant.

15. Termination of Contracted Assignment with Cause.

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that ProCare facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless ProCare has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to ProCare's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that ProCare's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by ProCare in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 13 of this agreement. ProCare shall have five (5) business days to refill the position in the event of termination with cause. Should ProCare identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultants assignment.

16. Termination of Contracted Assignment without Cause.

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by ProCare as a result of such cancellation.

17. Guaranteed Minimum Hours.

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled shift(s) or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours.

18. Paid Sick Leave.

For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.

19. Unscheduled Facility Closure Policy.

ProCare will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by ProCare. ProCare and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$200 per day for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

20. Multiple Locations.

If client requires Consultant to travel to and perform services at more than one location, Client will compensate ProCare for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

21. Issue Resolution.

In the event Client encounters an issue that is not satisfactorily resolved by its ProCare representative, Client should escalate the issue to the appropriate ProCare manager by calling: 800-825-7133. Please ask for your account representative's manager.

22. Indemnification.

Each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

23. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements and terms and conditions of this Agreement.** It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential Information of ProCare shall include, but is not limited to, any and all unpublished information owned or controlled by ProCare and/or its Consultants, that relates to the clinical, technical, marketing, business or financial operations of ProCare and which is not generally disclosed to the public including but not limited to Consultant information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

24. Family Education Rights and Privacy Act.

ProCare shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by ProCare and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy.



To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

25. State Retirement System Notice.

Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant s and fulfilling all associated administrative duties. Client shall immediately notify ProCare if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise ProCare of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to ProCare by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by ProCare. The Client and ProCare expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

26. Conflicts of Interest.

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

27. Survival.

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

28. Governing Law.

This Agreement shall be governed by the laws of the state of Delaware.

29. Entire Agreement.

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

SIGNATURE BLOCK ON FOLLOWING PAGE



This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

Tracy Unified School District

PROCARE THERAPY, LLC

Client Name

Client Representative Signature

Date

ProCare Representative Signature

Date

Print Name

Print Name

Title

Title

ADDENDUM A Client Assignment Confirmation



This Client Assignment Confirmation is entered into and executed as of the signature date below and supplements the Client Services Agreement between the Client and New Direction Solutions, LLC dba ProCare Therapy, LLC. Client will pay ProCare for hours worked by Consultant on the following terms:

Assignment Details

ProCare Consultant: Brittany Pitsch

School District Name (Client): Tracy Unified School District

Start Date: August 11, 2020

End Date: May 28, 2021

Start and End dates are subject to change based on the credentialing and licensure process as well as adjustment in the school district's calendar.

Position: Sign Language Interpreter

Position Details: Full time

Bill Rate: \$68 per hour

Minimum Hours: 30 hours per week

Overtime Rate: 1.5 times Bill Rate

Holiday Rate: 1.5 times Bill Rate

Billing Workweek: Monday – Sunday

Miscellaneous:

Additional Terms:

- a) Sales tax or gross receipts tax will be added to professional fees if required or allowed by state law and client is not a tax-exempt entity.
- b) If ProCare Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.
- c) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare for a period of (12) months after the latest date of introduction, referral, or end of contract placement. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare upon start date.

Tracy Unified School District

Client Name

Client Representative Signature*

Date

Print Name

Title

PROCARE THERAPY, LLC

DocuSigned by:

6/2/2020

Sarah Harris
ProCare Therapy Representative Signature
79D670749292444...

ProCare Therapy Representative Signature

Date

Sarah Harris

Print Name

Senior Director of Educational Resources

Title

**Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless ProCare is notified of changes by Client within forty eight (48) hours of client's receipt of this Client Assignment Confirmation.*

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 ProCare Therapy, 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: To provide Sign Language Interpreter (SLI) services to meet the needs of students with disabilities. Expenses for this contract are billed at \$68.00 per hour (up to 30 hours per week). Total contract expenses will not exceed a total of \$86,000.00 for the fiscal year beginning August 11, 2020 and ending May 28, 2021.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 30 hours per week () ☒ **HOURS** | | **DAYS**, under the terms of this agreement at the following location any and all TUSD 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 \$ 68.00 per ☒ **HOURLY** | | **DAY** | | **FLAT RATE**, not to exceed a total of \$ 86,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | | **SHALL** ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
- c. District shall make payment on a ☒ **MONTHLY PROGRESS BASIS** | | **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

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

5. This agreement may be terminated at any time during the term by either party upon Thirty (30) days' written notice of termination ⁹⁶ delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Sarah Harris June 11, 2020
Contractor Signature Title
84-3786834
IRS Identification Number
Senior Director of Educational Resources
Title
1979 Lakeside Parkway
Address
Tucker, GA 30084

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 28, 2020
SUBJECT: **Approve Agreement for Special Contract Services with Dr. James Bylund for an Independent Education Evaluation/Psycho-Educational Assessment**

BACKGROUND: Board approval is requested to contract for an Individual Education Evaluation/Psycho-Education Assessment for a Special Education student. Special Education Administration would like to contract with Dr. James Bylund for the needed evaluation. Approval is necessary at this time to remain compliant with services on IEPs and the parents' right to choose an assessor of their choice for Independent Education Evaluation

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

FUNDING: Expenses for this contract include assessments, report writing and IEP attendance. Total contract expenses will not exceed \$5,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5750-1110-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with Dr. James Bylund for an Independent Education Evaluation/Psycho-Educational Assessment.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Dr. James Bylund Educational Psychologist (#3220), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Independent Educational Evaluation of TUSD student. Attend related IEP meeting. Assessment will include cognitive testing, academic testing, psychological testing, feedback and written report. Assessor to provide district with copies of all protocols, final signed report and invoice.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of N/A, [] HOURS [] DAYS, under the terms of this agreement at the following location service provider location

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

- a. District shall pay \$ 5,000.00 per [] HOUR [] DAY [✓] FLAT RATE, not to exceed a total of \$ 5,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [✓] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [✓] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2020, and shall terminate on June 30, 2021.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 29, 2020
SUBJECT: Approve Agreement for Special Contract Services with Mattie Spires, LMFT, to Provide Mental Health Services to Williams Middle School for an Additional Day of Services

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

RATIONALE: Social and Emotional interventions are a part of the multi-tiered system of support that the district uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance, or behavioral standards within the school setting. The district has benefitted greatly from having Behavioral Health Clinicians on its school campuses, and it relies on this service to aid in supporting its students. TUSD will contract with Mattie Spires, LMFT, to provide targeted and intensive behavioral health interventions at Williams Middle School, using site Title I funds. This effort supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost to have Mattie Spires provide Mental Health Services will not exceed \$30,500. This funding will be paid for with Site Title I funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Mattie Spires, LMFT, to Provide Mental Health Services to Williams Middle School for an Additional Day of Services

Prepared by: Miguel Romo, Principal, Williams Middle 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 Mattie Spires, LMFT, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide Mental Health Services to Williams Middle School
during the 2020-2021 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 508 () ☒ HOURS [] DAYS, under the terms of this agreement at the following location Williams Middle School.

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

- a. District shall pay \$60.0 per ☒ HOUR [] DAY [] FLAT RATE, not to exceed a total of \$30,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$_____ for the term of this agreement.
- c. District shall make payment on a ☒ MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2020, and shall terminate on June 30, 2021.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Miguel Romo, at (209) 830-3345 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:

	LMFT
Contractor Signature	Title
Mattie Spires, LMFT #111051	
IRS Identification Number	
83-1648217	
Title	
Licensed Marriage & Family Therapy	
Address	
1660 W. Linne Rd. Suite 126	
Tracy, CA 95377	

Tracy Unified School District
Date
Account Number to be Charged
Department/Site Approval
Budget Approval
Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 21, 2020
SUBJECT: Approve Specialized Grant Funding for the 2020-21 Agriculture Incentive Grant for West High School

BACKGROUND: The State Department of Education requires that school districts submit an application in order to receive funding for the Agriculture Incentive Grant, and that this application be approved by the local school board.

RATIONALE: The Grant provides additional money for materials, travel and equipment for students and teachers. By accepting these funds, the District agrees to supplement the Agricultural program by an in-kind match of the funds in the amount of \$ 21,568.00. This supports Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The grant will provide \$21,568.00 and the District is responsible to supply in-kind matching funds. The matching funds have been accounted for through the ROP budget of the Agriculture department at West High School. No additional funds are required from the district.

RECOMMENDATION: Approve Specialized Grant Funding for the 2020-21 Agriculture Incentive Grant for West High School.

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

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020-21 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

Merrill F. West High School

School Site

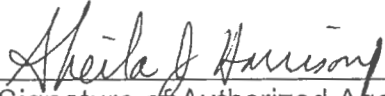
Tracy Unified School District

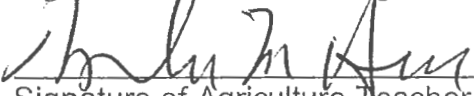
District

Please include the following items with your application:


- ☒ Eligibility Determination Sheet
- ☐ Variance Request Form (if applicable)
- ☐ Quality Criterion 12 Form (if applicable)
- ☐ Award Estimator and Budget Sheet
- ☐ List of Agriculture Teachers

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.


Signature of Authorized Agent


Signature of Agriculture Teacher
Responsible for the Program

Associate Superintendent of Educational Services
Authorized Agent Title


Signature of Principal

Contact Phone Number: (209) 815-7276

Date of Local Agency Board Approval: *Expected 6-23-20*

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET **ALL** THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

- ☒ 1. Curriculum and Instruction
- ☒ 2. Leadership and Citizenship Development
- ☒ 3. Practical Application of Occupational Skills
- ☒ 4. Qualified and Competent Personnel
- ☒ 5. Facilities, Equipment, and Materials
- ☒ 6. Community, Business, and Industry Involvement
- ☒ 7. Career Guidance
- ☒ 8. Program Promotion
- ☒ 9. Program Accountability and Planning

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA, PLEASE
CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

☐ Yes ☒ No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A
VARIANCE REQUEST FORM FOR EACH AND CONTINUE TO THE NEXT PAGE OF
YOUR APPLICATION.

IF YOU DO NOT MEET **ALL** REQUIRED QUALITY CRITERIA LISTED ABOVE,
AND YOU ARE **NOT** SUBMITTING A VARIANCE REQUEST FORM

STOP

109

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL
CAREER TECHNICAL EDUCATION INCENTIVE GRANT

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21

APPLICATION FOR FUNDING

California Department of Education

Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

AWARD ESTIMATOR

DATES OF PROJECT DURATION: JULY 1, 2020 TO JUNE 30, 2021

Applicant Information (please fill in the underlined fields)

Number of Different Agriculture Teachers at Site (Please attach a separate list of Agriculture teachers' names):	<u>5</u>
Total Number of Students from the prior fiscal year R-2 Report:	<u>571</u>
Number of teachers meeting Criterion 10 (Class size - See instructions):	<u>0</u>
Number of teachers meeting Criterion 11a (Year round employment - See instructions):	<u>5</u>
Number of teachers meeting Criterion 11b (Project supervision period - See instructions):	<u>1</u>
Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)?	<u>N</u>

Award Calculations

Part 1: Based on your number of agriculture teachers at the site: (Please attach a separate list of Agriculture teachers' names):	<u>\$ 5,000.00</u>
Part 2: Based on \$8.00 per member listed on the R-2 Report:	<u>\$ 4,568.00</u>
Part 3a: Based on number of teachers meeting Criterion 10:	<u>\$ 0.00</u>
Part 3b: Based on number of teachers meeting Criterion 11a:	<u>\$ 10,000.00</u>
Part 3c: Based on number of teachers meeting Criterion 11b:	<u>\$ 2,000.00</u>
Part 4: Based on meeting all criteria on the Quality Criterion 12 Form:	<u>\$ 0.00</u>
Total Estimated Award:	<u>\$ 21,568.00</u>

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

Budget Sheet

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

Amount left to Allocate:

\$ 0.00

4000: Books & Supplies

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Materials and Supplies	\$ 8,568.00	\$ 8,568.00
Subtotal	N/A	\$ 8,568.00	\$ 8,568.00

5000 Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Transportation	\$ 6,000.00	\$ 6,000.00
2.	Conferences	\$ 7,000.00	\$ 7,000.00
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Subtotal	N/A	\$ 13,000.00	\$ 13,000.00

6000 Capital Outlay, including sites, buildings, improvement of buildings, and equipment

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.			
2.			
3.			
4.			
5.			
Subtotal	N/A	\$ 0.00	\$ 0.00

Total Allocated Funds:

\$ 21,568.00

\$ 21,568.00

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

VARIANCE REQUEST FORM

PLEASE NOTE: EACH CRITERION FOR WHICH A VARIANCE IS REQUESTED MUST BE
COMPLETED ON A SEPARATE FORM

Variance Request for Funding Year:

Merrill F. West High School

Tracy Unified School District

School Site

District

1. Standard and criterion for which variance is requested:

Standard Number:

Criterion Number:
2. Reasons why the criterion is not being met at this time (use additional pages if needed):

3. Steps to be taken in order to meet this criterion (use additional pages if needed):

Name of Agriculture Teacher
Responsible for the Program

Signature of Agriculture
Teacher Responsible for the Program

Name of Principal

Signature of Principal

Name of Regional Supervisor

Signature of Regional Supervisor

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

QUALITY CRITERION 12 FORM

Agricultural programs meeting all of the required Quality Criteria (Criteria 1 – 9) may qualify for an additional \$7,500 by also meeting Criterion 12.

Please check each qualifying condition you meet below.

This form, along with the appropriate verification, must be submitted with the Agricultural Career Technical Education Incentive Grant Application by the application deadline.

Number of Students on Previous Year's R-2 Report: _____

12A: Leadership and Citizenship Development

☐

Number of activities on the approved FFA Activity list in which the local chapter participated (Must participate in at least 80 percent of the activities)

12B: Practical Application of Occupational Skills

☐

Number of students who received the State FFA Degree (Must be at least 5 percent of the R2 number)

12C: Qualified and Professional Activities

☐

Number of teachers who attended a minimum of five professional in-service activities (Must attach approved In-service Activities Verification Page)

12D: Community, Business, and Industry Involvement

☐

Number of meetings held by the local Agriculture Advisory Committee (Must be at least three, with minutes attached)

Name of Agriculture Advisory Committee Chair: _____

Phone Number of Agriculture Advisory Committee Chair: _____

12E: Retention

☐

Number of students from the 2016 freshman cohort who completed 3 or 4 years of Agriculture Education courses. Must be at least 30% of the 2016 freshman cohort

12F: Graduate Follow-Up

☐

Number of program completers graduating last year

☐

Number of those who graduated who are employed in agriculture, in the military, or continuing their education (must be at least 75 percent of the program completers). Attach graduate follow-up report.

Merrill F. West Agriculture Department
Merrill F. West High School
1775 Lowell Avenue
Tracy, CA 95376
(209) 830-3370 Ext.3191
Fax: (209) 830-3372
mhepner@tusd.net

May 13, 2020

Dear Dr. Boswell,

This is a list of Career Technical Education (CTE) credentialed staff for the Agriculture Department for the Merrill F. West Program and FFA Chapter. If you have any concerns or questions regarding this responsibilities list, please let me know and I can provide detailed descriptions as needed.

Jordan Dajani (Agriculture Area Supervisor and AGFEST Representative)
Abigail Ferrell (FFA Advisor)
Marlene Hepner (Agriculture Department Head)
Holly Smith (Agriscience Project Lead)
Alex Rocha (TBA)

Thank you for your review of this material for the improvement of this department and the FFA chapter.

Sincerely,

Marlene Hepner, Instructor
Cc: ah, de



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 8, 2020
SUBJECT: **Approve Agreement for Special Contract Services with Valley Community Counseling for Licensed Marriage and Family Therapist for the 2020-2021 School Year**

BACKGROUND: Under the provisions of AB 114, school districts must now provide any mental health services necessary for students with disabilities to receive Free and Appropriate Public Education (FAPE) or benefit from the special education program. Valley Community Counseling will provide licensed marriage and family therapists to provide individual and group counseling, primarily at the high schools. Valley Community Counseling will also provide mental health services to parents as indicated through the IEP process and as necessary for Special Education students to receive a Free and Appropriate Public Education (FAPE) as required by AB114. Board Approval is necessary in order to stay in compliance with legal IEP timelines.

RATIONALE: School districts are now required to provide mental health evaluations and concurrent behavior analysis to children with IEPs. Tracy Unified School District (TUSD) is utilizing outside sources to provide training to current psychologists as well as consultation for higher levels of need that TUSD must service under the AB114 regulations. This request supports 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: Expenses for this contract are billed at \$70.00 per hour. The district is expecting a need of 62 hours per week. Total contract expenses will not exceed a total of \$120,000.00 for the fiscal year beginning July 1, 2019 and ending June 30, 2020. Funding for Mental Health expenses are budgeted in account #01-6512-0-5750-1110-4300-810-2542

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling for Licensed Marriage and Family Therapist for the 2020-2021 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Valley Community Counseling, 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: Provision of licensed marriage family therapist(s) to provide mental health services to individuals students, groups of students and /or parent trainings/therapy as determined by the IEP; consultation to school psychologists and students regarding mental health needs of students; attendance at IEP meetings; development of mental health related IEP goals and objectives; mental health specific assessments as needed

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 62 hours per week () ☒ **HOURS** | | **DAYS**, under the terms of this agreement at the following location TUSD 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 \$ 70.00 per ☒ **HOURLY** | | **DAY** | | **FLAT RATE**, not to exceed a total of \$ 120,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] **SHALL** ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
- c. District shall make payment on a ☒ **MONTHLY PROGRESS BASIS** | | **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2020, and shall terminate on June 30, 2021.

5. This agreement may be terminated at any time during the term by either party upon Thirty (30) days' written notice of termination ¹¹⁶ delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____

Title _____

Address _____

Tracy Unified School District _____

Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 15, 2020
SUBJECT: **Approve Agreement for Special Contract Services with Building Connections Behavioral Health, Inc. for a Registered Behavioral Technician (RBT) and a Board Certified Behavior Analyst (BCBA)**

BACKGROUND: Board approval is requested to contract for a Registered Behavioral Technician (RBT) for daily behavior services for one student in addition to a Board Certified Behavior Analyst (BCBA) to provide supervision to the RBT and consultation to Student's providers. Board Approval is necessary at this time to fulfill district responsibility to allow for agreed upon agency of parent's choosing, so long as the NPA is properly certified and willing/able to contract with the District at a standard industry rate. The RBT and BCBA services will be provided to student through October 12, 2020.

RATIONALE: Provision of services is needed to gather data on student achievement with support measures in place. Data collected will be utilized in future IEP meetings to determine appropriate placement and/or services for student. This addresses District 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 BCBA will conduct a flat fee of \$3,000.00. The District shall pay \$45.00 per hour for the RBT services and \$200.00 per hour for BCBA supervision and consultation to Student's providers. Total contract expenses shall not exceed \$14,152.50. Special education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with Building Connections Behavioral Health, Inc. for a Registered Behavioral Technician (RBT) and a Board Certified Behavior Analyst (BCBA).

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Registered Behavioral Technician (RBT) for daily behavior services for 1 student; Board Certified Behavior Analyst (BCBA) oversight, supervision of RBT, consultation with providers, guidance and training. BCBA to provide training to Parents in the amount of 10 hours. Further training will be provided to Parents, up to 4 hours per month, if the allotted bank of 10 hours is depleted before IEP meeting to be held by 10/12/20.
BCBA and RBT services will be in effect for a period of sixty calendar days from the date school resumes and Student begins attendance. Services will be reviewed by BCBA on or before 10/12/20 IEP. Recommendations of the BCA in regard to the type of 1:1 student requires, and necessity to continue this contract beyond the 60 days.
District to reimburse Building Connections for Background Check or providers to obtain background check at District Office.
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 60 calendar () | | **HOURS** | ☒ | **DAYS**, under the terms of this agreement at the following location School site of IEP student.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 45 (RBT) and \$ 200 (BCBA) per ☒ | **HOUR** | | **DAY** | | **FLAT RATE**, not to exceed a total of \$ 14,152.50. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] **SHALL** ☒ | **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
 - c. District shall make payment on a ☒ | **MONTHLY PROGRESS BASIS** | | **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on 7/1/2020, and shall terminate on 10/12/2020.
5. This agreement may be terminated at any time during the term by either party upon Thirty (30) days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: June 12, 2020
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Wichman, JoAnn Personnel Technician for Classified Employees	DEC/HR	06/30/2020	Accepted the Admin. Secretary position to the Assoc. Supt. for Ed Services

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Wedel, Cynthia 5 th grade	Freiler	06/30/2020	Personal

BACKGROUND:

CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Eddy, John English	Kimball High	07/2/2020
Miranda, Leila Special Education 2/3	Bohn	07/1/2020

Rawson, Georgia
4th Grade

McKinley

8/1/2020

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Fagin, Richard District Truancy Officer	DEC/ Student Services	07/31/2020
Washington, Carla Principal	McKinley	07/31/2020

BACKGROUND:

CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Ludwig, William Warehouse Supervisor	DSC/ Warehouse	06/24/2020

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

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 12, 2020
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Wichman, JoAnn

BACKGROUND:

DaDalt, Kaitlin

Heinrich, Janae

Jamash, Homaira

Latona, Robert

Lawrence, Michael

MANAGEMENT/CLASSIFIED CONFIDENTIAL

Administrative Secretary to the Associate
Supt. for Ed Services (Replacement)
DEC/Ed Services
Range LMH 14, Step E - \$35.67 per hour
8 hours per day
Funding: General Fund

CERTIFICATED

Physical Education (Replacement)
Williams Middle School
"A" Class I, Step I, \$52,219.00
Fund: General

Special Education SDC (Replacement)
Tracy High School
"B" Class III, Step 3, \$58,590.00
Fund: Special Education

Special Education, RSP (Replacement)
West High
"A" Class I, Step 1, \$56,255.00
Fund: Special Education

.80 FTE Art Music (Replacement)
Tracy High School
"B" Class IV, Step 6, \$53,808.00
Fund: General Fund

Business (Replacement)
West High School
"B" Class V Step 9, \$76,397.00
Fund: General Fund

Mello, Matthew	Physics (New Position) Tracy High School “A” Class I, Step 1, \$52,219.00 Fund: General Fund
Shimozono, Raney	Special Education 4/5 SDC (Replacement) Bohn Elementary “A” Class I, Step 1, \$54,237.00 Fund: Special Education
Soto, Aurora	.80 FTE Spanish (Replacement) Kimball High School “B” Class VI, Step 3, \$50,148.00 Fund: General Fund
Tucker, Crystal	Special Education- RSP (Replacement) Williams Middle School “A” Class I, Step 1, \$54,237.00 Fund: Special Education
Wingate, Sierra	Special Education 4/5 SDC (Replacement) McKinley Elementary “A” Class I, Step 1, \$54,237.00 Fund: Special Education

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: June 10, 2020
SUBJECT: **Adopt Resolution No. 19-37 to Identify the Amount of Budget Reductions Needed in 2020-21, 2021-2022, or 2022-2023**

BACKGROUND: Pursuant to Education Code 42127, the Board of Education has a fiduciary duty to meet its financial obligations for the proposed budget year and two subsequent fiscal years. Moreover, the San Joaquin County Office of Education has direct school districts under their jurisdiction to develop budgets based on information provided by Governor Newsome in his May budget revision, which included a 10% reduction to district Local Control Funding Formula (LCFF) funding. Given those anticipated reductions in funding, the Board of Trustees is scheduled to address a number of ongoing expenditure reductions on Wednesday, June 17th 2020.

In the meantime, both the California Senate and Assembly have proposed budgets that include little or no reductions in school budgets for the 2020-2021 year, but have not addressed important variables required to plan for the two subsequent years. As of the time this agenda item was submitted, the Governor had not officially responded to the proposals from the legislature.

Given this uncertainty, the budget submitted for approval on June 23, 2020 includes neither the potential increase in revenues nor the potential expenditure reductions considered by the Board of Trustees.

To allow the Board to respond to these volatile budget variables, the attached resolution is intended to reflect changes to the operating budget that have occurred since the budget was developed. The intent is that the resolution will be adjusted to reflect expenditure reductions already adopted by the Board of Trustees, but may also include a commitment to submit a detailed plan of additional budget reductions for each of the three years considered in the budget.

FUNDING: The second interim report generates no cost. It is merely a reporting of all projected revenues and expenses in the current and next two fiscal years. This report and the actions required to implement the changes will ensure the district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent three fiscal years.

RECOMMENDATION: Adopt Resolution No. 19-37 to Identify the Amount of Budget Reductions Needed in 2020-21, 2021-2022, or 2022-2023.

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



**TRACY UNIFIED SCHOOL DISTRICT RESOLUTION
NO. 19-37**

**RESOLUTION TO IDENTIFY THE AMOUNT OF BUDGET REDUCTIONS NEEDED IN
2020-2021, 2021-2022 AND 2022-2023**

WHEREAS, the Board of Education has a fiduciary duty to meet its financial obligations in the current fiscal year and two subsequent fiscal years pursuant to Education Code 42127; and,

WHEREAS, absent revenues in addition to those provided in the Governor's 2020-21 May Revision, it is projected the district will fall short by \$1,065,844 of having adequate combined reserves in Fund 01 and Fund 17 to meet its financial obligations for the budget year and two subsequent years, and the district anticipates falling short of meeting its financial obligations for a fourth year by approximately \$19.5 million; and

WHEREAS, by June 30 2021, the district must submit a budget that, just as in other years, must indicate its ability to meet the financial obligations for 2021-22 and two subsequent years, there is a need to implement ongoing expenditure reductions of at least \$6,500,000 beginning in the 2021-22 school year, with reductions of similar amounts for each subsequent year until an economic recovery causes LCFF funds to increase to resolve ongoing budget deficits; and,

WHEREAS, while these actions must be taken to maintain the fiscal stability of the district, the Board of Education will continue to make every effort to sustain a high-quality education program for our students;

NOW, THEREFORE, BE IT RESOLVED, the district formally commits itself to implement the aforementioned budget reductions in order to maintain fiscal solvency and further, to maintain a minimum reserve of 3%; and,

BE IT FURTHER RESOLVED, that the district will submit a detailed plan of budget reductions and a timeline for implementation with the 2021-2022 Budget Adoption.

This resolution becomes supplemental to the district's 2020-2021 Adopted Budget report.

PASSED AND ADOPTED by the Governing Board on this 23rd day of June 2020 by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

STATE OF CALIFORNIA
County of San Joaquin

I, Jill Costa, Clerk/Secretary of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a called and conducted meeting held on said date.

Jill Costa
Clerk/Secretary of the Governing Board



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: June 10, 2020
SUBJECT: Adopt the 2020-21 Annual School District Budget

BACKGROUND: Education Code Section 42127 requires that:

42127. (a) On or before July 1 of each year, the governing board of each school district shall accomplish the following:

- (1) Hold a public hearing on the budget to be adopted for the subsequent fiscal year. The agenda for that hearing shall be posted at least 72 hours prior to the public hearing and shall include the location where the budget will be available for public inspection.*

However, because of limitations on public meetings resulting from the COVID-19 public health threat, the requirement for a public hearing has been waived in the current year.

The requirements also include that the governing board of each district shall:

- (2) Adopt a budget. Not later than five days after that adoption or by July 1, whichever occurs first, the governing board shall file that budget with the county superintendent of schools. That budget, and supporting data, shall be maintained and made available for public review....*
- (b) Commencing with budgets adopted for the 2015–16 fiscal year, the governing board of a school district that proposes to adopt a budget, or revise a budget pursuant to subdivision (e), that includes a combined assigned and unassigned ending fund balance in excess of the minimum recommended reserve for economic uncertainties adopted by the state board pursuant to subdivision (a) of Section 33128, shall, at the public hearing held pursuant to paragraph (1), provide all of the following for public review and discussion:*
 - (i) The minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.*
 - (ii) The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.*

(iii) A statement of reasons that substantiates the need for an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties for each fiscal year that the school district identifies an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties, as identified pursuant to clause (ii).

*(c) The county superintendent of schools shall do all of the following:
Examine the adopted budget to determine whether it complies with the standards and criteria adopted by the State Board of Education pursuant to Section 33127 for application to final local educational agency budgets. The superintendent shall identify, if necessary, any technical corrections that must be made to bring the budget into compliance with those standards and criteria. (2) Determine whether the adopted budget will allow the district to meet its financial obligations during the fiscal year and is consistent with a financial plan that will enable the district to satisfy its multiyear financial commitments.*

(3) (e) On or before September 8, the governing board of the school district shall revise the adopted budget to reflect changes in projected income or expenditures subsequent to July 1, and to include any response to the recommendations of the county superintendent of schools, shall adopt the revised budget, and shall file the revised budget with the county superintendent of schools. Prior to revising the budget, the governing board shall hold a public hearing regarding the proposed revisions, to be conducted in accordance with Section 42103. The revised budget, and supporting data, shall be maintained and made available for public review.

42127.6 The county superintendent shall review and consider studies, reports, evaluations, or audits of the school district that contain evidence that the school district is demonstrating fiscal distress under the standards and criteria adopted in Section 33127 or that contain a finding by an external reviewer that more than three of the 15 most common predictors of a school district needing intervention, as determined by the County Office Fiscal Crisis and Management Assistance Team, are present. If these findings are made, the county superintendent shall investigate the financial condition of the school district and determine if the school district may be unable to meet its financial obligations for the current or two subsequent fiscal years, or should receive a qualified or negative interim financial certification pursuant to Section 42131.

District Policy 3100, Budget, states that the Governing Board accepts responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, and priorities.

RATIONALE: During a special board meeting scheduled for Wednesday, June 17, 2020, the Board of Trustees is scheduled to consider budget reductions called for by Governor

Newsome's May revision to his January budget proposal. The results of that board meeting were not known at the time this agenda item was submitted, nor at the time the proposed budget was developed. Therefore, the proposed budget does not reflect the decisions adopted at that meeting. In addition, neither the legislature nor Governor Newsome had submitted final budgets prior to submitting this agenda item. Therefore, the proposed budget neither includes the potential revenue increases that might be gained from a state budget, nor do they include the potential savings that might have been adopted by the School board at the earlier meeting. However, a separate resolution will be submitted at the June 23rd board meeting that will address budget reductions either for the 2020-2021 school year, or for the 2021-2022 or 2022-2023 to reflect information gained from those sources.

Staff discussed with the Board of Trustees the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget, the combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget, and made a statement of reasons that substantiates the need for an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties for each fiscal year that the school district identifies an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties, as identified pursuant to clause. The proposed rationale for maintaining reserves in excess of three percent during the budget year was that TUSD is not only required to maintain a 3% reserve in the budget year, but in each of the subsequent two years. Planned deficit spending will erode the ending balance over three years. The current ending balance is required to meet the three year mandate.

Reserves for economic uncertainty are held at higher levels than recommended by the state board pursuant to subdivision (a) of Section 33128. These reserves are intended to meet the requirements of Education Code 42137.6 that a district demonstrate an ability to meet its financial obligations for the current or two subsequent fiscal years.

FUNDING: Given the budgeting guidelines offered by SJCOE, the ending balance from the 2019-20 school year is projected to be adequate to meet the planning obligation for the 2019-2020, the 2020-21, and the 2021-22 school years. Therefore, the proposed budget complies with Education Code Section 33127 which sets forth standards and criteria to be reviewed and used by local educational agencies in the development of annual budgets and the management of subsequent expenditures from that budget. The proposed budget will allow the district to meet its financial obligations during the fiscal year, and to satisfy its multiyear financial commitments.

RECOMMENDATION: Adopt the 2020-21 Annual School District Budget.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: June 11, 2020
SUBJECT: Adopt Changes to AR 4312.42 Drug and Alcohol Testing for School Bus Drivers/Commercial Vehicle Drivers, BP 3541.1 and AR 3541.1 School-Related Trips (Second Reading)

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

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

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

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

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

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



BUSINESS SERVICES MEMORANDUM

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

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

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

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

A. Purpose and Scope

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

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

B. General

Notice

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

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

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

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

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

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

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

In addition,

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

In addition, drivers shall inform their supervisors if at any time they are using a controlled substance which their physician has prescribed for therapeutic purposes. Drivers using such a substance may continue to perform safety-sensitive functions only if the physician has advised the driver that the substance will not adversely affect his/her ability to safely operate a commercial motor vehicle.
4. Each driver shall sign a statement certifying that he/she has received a copy of the materials under B1. and B2. above.
5. Suggestions or concerns relating to this policy and regulation should be directed to the Associate Superintendent for Human Resources or the Assistant Superintendent for Business Services.

C. Forms Used and Additional References

District forms available through Human Resources Division.

D. Procedure

Pre-Employment Tests

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

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

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

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

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

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

Reasonable Suspicion Testing

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

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

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

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

Return-To Duty Tests

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

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

Follow-up Tests

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

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

Post-Accident Testing

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

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

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

Management, Supervisory & Confidential

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

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

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

Random Testing

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

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

Testing Procedures

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

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

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

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

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

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

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

Positive Tests

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

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

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

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

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

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

Effects of a Positive Test

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

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

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

Miscellaneous

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

E. Reports Required

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

F. Record Retention

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

G. Drug and Alcohol Clearinghouse

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

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

4. No employee will be allowed to perform safety-sensitive function if the results of the Clearinghouse query demonstrate that the driver has a verified positive, adulterated, or substituted controlled substances test result; has an alcohol confirmation test with a concentration of 0.01 or higher; has refused to submit to a test; or an employer has reported actual knowledge, that the driver used alcohol on duty, used alcohol before duty, used alcohol following an accident, or used a controlled substance in violation of 49 CFR 382.11, 382.107, 382.205, 382.207 or 382.213, except where a query of the Clearinghouse demonstrated completion of the SAP evaluation, referral, and education/treatment process set forth in Part 40, subpart O, of title CFR 49.
5. If any information is subsequently entered into the Clearinghouse within a 30-day period following the pre-employment query, FMCSA will notify the Employer. Employee shall be removed from safety-sensitive functions while pending results from the clearinghouse that such employee's record contains no prohibitions as defined in 49 CFR 382.701.
6. District shall not perform any query on an employee without first obtaining that employee's written or electronic consent in accordance with 49 CFR 382.703 as well as all applicable sections as outlined in Title 49 Code of Federal Regulations.
7. District shall report information into the Clearinghouse in accordance with all rules and regulations outlined in 49 CFR 382.705, 382.711, 382.713, 382.715, 382.721, 382.723, 38.727.
8. Employee shall register with the Clearinghouse prior to performing safety sensitive functions with the District as required for the District to run a query in accordance with 49 CFR 382.701. For employees who were already performing safety-sensitive functions prior to the implementation of the rules under 49 CFR 382., may register at any time with the Clearinghouse. Any such employee must immediately register with the Clearinghouse should District receive information from an annual partial query that information appears in the Clearinghouse.

G. Responsible Administrative Unit

Human Resources
Business Services

H. Approved By

**Human Resources
Management, Supervisory & Confidential**

AR 4312.42 (a)

The Administrator of the Division.

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

Human Resources
Management, Supervisory & Confidential

AR 4312.42 (a)

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

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

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

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

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

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

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

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

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

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

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

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

School Related Trips

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

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

Transportation Using District Owned Vehicles

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

Transportation By Private Vehicle

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

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

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

Student Drivers

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

Transportation by School Bus and Charter Bus

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

School Related Trips

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

Legal Reference:

EDUCATION CODE

35330 Excursions and field trips

39830 School Bus

39835 Use for community recreation

39837 Transportation of pupils to places of summer employment

39860 Transportation to special activities by district

44808 Liability when students not on school property

VEHICLE CODE

27315 Mandatory use of seat belts in private passenger vehicles

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

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

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

43 Cal.App.2d 643

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

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

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

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

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

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

School-Related Trips

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

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

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

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

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

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

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

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

2 Transportation in District Owned Vehicles

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

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

School-Related Trips

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

a. Confirmation

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

b. Cancellation/Changes

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

c. Picking Up Keys for District Vehicles

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

d. Capacity

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

e. Cost

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

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

f. Vehicle Inspection

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

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

School-Related Trips

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

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

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

g. Repair Request for District Vehicles

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

h. Emergency Contact Information Packet

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

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

i. Safety Information

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

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

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

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

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

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

a. Rotation Lists

There will be two field trip rotation lists:

1. Week day trips
2. Week-end trips

Week day trip defined:

A scheduled bus trip Monday through Friday excluding Holidays.

Week-end/Holiday trips defined:

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

b. Hazardous and/or Long-Distance Driving

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

School-Related Tripsc. Driving Prevented by Law

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

d. Training

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

e. Safety Information

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

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

4. Student Drivers

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

5. Bicycles

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

6. Parades

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

School-Related Trips

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

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

C. Forms used and Additional References

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

E. Reports Required

J-141

F. Record Retention

Transportation Office

G. Responsible Administrative

Unit Business Services

H. Approved By

Assistant Superintendent for Business Services



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: June 11, 2020
SUBJECT: Acknowledge Receipt of Administrative Regulation 1330.1 Community Rental of School District Facilities (Second Reading)

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

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

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

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: June 2, 2020
SUBJECT: Adopt Resolution # 19-35, Authorizing and Defining Names to Sign Orders on School District Funds

BACKGROUND: Pursuant to Education Code Sections 35161, and 42632 through 42652, the Board of Trustees legally delegates the function of signing of orders on school district funds.

Periodically, the San Joaquin County Office of Education requests an update of the District's authorized signatures whenever there is a change in management staff. At the board meeting of August 13, 2019, the board approved Resolution #19-01, authorizing and/or removing designated employee signatures. Since that time, staffing changes have occurred, resulting in a need to modify the original list.

Pursuant to Education Code Sections 35161, and 42632 through 42652, and as directed by the San Joaquin County Office of Education, a copy of signed Resolution # 19-35, authorizing and/or removing designated employee's signatures, will be mailed to their office following the regularly scheduled Board Meeting of June 23, 2020.

RATIONALE: As directed by Education Code Sections 35161, and 42632 through 42652 and at the recommendation and suggestion of the San Joaquin County Office of Education, a periodic update of Tracy Unified School District authorized signatures is necessary.

FUNDING: N/A

RECOMMENDATION: Adopt Resolution # 19-35, Authorizing and Defining Names to Sign Orders on School District Funds.

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



TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION # 19-35
Resolution Authorizing and Defining Names to Sign Orders on
School District Funds

WHEREAS, pursuant to Sections 35161, and 42632 through 42652, of the Education Code and by resolution, the Board of Trustees of the Tracy Unified School District, appoints as agents, delegates, empowers, and authorizes certain employees of the Tracy Unified School District to sign orders, payroll, payments to vendors, and other official documents on its behalf; and

WHEREAS, by Resolution # 19-01, dated August 13, 2019, certain employees were designated and empowered to sign orders on behalf of the Tracy Unified School District,

NOW, THEREFORE BE IT RESOLVED, pursuant to Education Code Sections 35161, and 42632 through 42652, and by Resolution # 19-35, the Board of Trustees of the Tracy Unified School District wishes to define, authorize, include and appoint as agents to sign orders and other official documents as needed, including all official federal and state documents on behalf of Tracy Unified School District:

Brian Stephens, Superintendent
Rob Pecot, Associate Superintendent, Business Services
S. Reed Call, Director, Financial Services
Julianna Stocking, Associate Superintendent, Educational Services
Tammy Jalique, Associate Superintendent, Human Resources
Tania Salinas, Director, Alternative Programs
Jaime Quintana, Director, Facilities Development and Planning
Jill Carter, Director, School Business Support Services and Purchasing (Purchase orders only)
Anthony Flores, Director, Maintenance, Operations and Transportation Services (Transportation and Facility Use contracts only)
Brandy Campbell, Director, Food Services (Food Service contracts only)

BE IT FURTHER RESOLVED that a copy of this resolution, duly certified by the Clerk of the Board of the Tracy Unified School District, containing the signatures of the authorized agents, be sent to the San Joaquin County Superintendent of Schools and the Auditor/Controller of San Joaquin County.

PASSED, ADOPTED, AND CERTIFIED THIS 23RD DAY OF JUNE 2020, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Education
Tracy Unified School District

Clerk
Board of Education
Tracy Unified School District



TRACY UNIFIED SCHOOL DISTRICT - VERIFICATION OF AUTHORIZED
SIGNATURES

BRIAN STEPHENS, SUPERINTENDENT

ROB PECOT, ASSOCIATE SUPERINTENDENT, BUSINESS SERVICES

S. REED CALL, DIRECTOR, FINANCIAL SERVICES

JULIANNA STOCKING, ASSOCIATE SUPERINTENDENT, EDUCATIONAL SERVICES

TAMMY JALIQUE, ASSOCIATE SUPERINTENDENT, HUMAN RESOURCES

TANIA SALINAS, DIRECTOR, CONTINUOUS IMPROVEMENT

JAIME QUINTANA, DIRECTOR, FACILITIES DEVELOPMENT AND PLANNING

JILL CARTER, DIRECTOR, SCHOOL BUSINESS SUPPORT SERVICES AND
PURCHASING (Purchase orders only)

ANTHONY FLORES, DIRECTOR, MAINTENANCE, OPERATIONS AND
TRANSPORTATION SERVICES (Transportation and Facility Use contracts only)

BRANDY CAMPBELL, DIRECTOR, FOOD SERVICES (Food Service contracts only)

VERIFICATION: I, Jill Costa, being duly elected, qualified and acting Clerk of the Board of Trustees of the Tracy Unified School District of the County of San Joaquin, State of California, on penalty of perjury, affirm and verify that the above signatures are, of my own knowledge, the true signatures of said persons.

CLERK
BOARD OF TRUSTEES
TRACY UNIFIED SCHOOL DISTRICT

DATE:



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent for Educational Services
DATE: June 12, 2020
SUBJECT: **Acknowledge Changes to Administrative Regulation (AR) 1312.3
Uniform Complaint Policy & Parent Notification (First Reading)**

BACKGROUND: As employee titles and positions change, the above Administrative Regulation (AR) 1312.3 needs to be updated regarding who the public may contact regarding uniform complaints and policies. In addition, it was reviewed for accuracy of current policies and practices.

RATIONALE: AR 1312.3 needs to be updated to reflect changes in staff to which the public may contact regarding uniform complaints and policies.

FUNDING: N/A

RECOMMENDATION: Acknowledge Changes to Administrative Regulation (AR) 1312.3 Uniform Complaint Policy & Parent Notification (First Reading).

Prepared by: Dr. Mary Petty, Director of Student Services and Curriculum.

UNIFORM COMPLAINT PROCEDURES

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

(Complaints Concerning District Employees)
(Complaints Concerning Instructional Materials)
(Williams Uniform Complaint Procedures)
(Nondiscrimination in Employment)

Compliance Officers

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee(s) to handle complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

(Nondiscrimination/Harassment)
(Sexual Harassment)

Director of Student Services and Curriculum (209) 830-3280
Or Director of Continuous Improvement, State & Federal Programs (209) 830-3210
Or Associate Superintendent for Education Services (209) 830-3202

1875 W. Lowell Avenue, Tracy, CA 95376

mpetty@tUSD.net
tsalinas@tUSD.net
jstocking@tUSD.net

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

UNIFORM COMPLAINT PROCEDURES

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

(Staff Development)

(Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

The Superintendent or designee shall annually provide written notification of the district's UCP, including information regarding unlawful student fees, local control and accountability plan (LCAP) requirements, and requirements related to the educational rights of foster youth, homeless students, and former juvenile court school students to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, 48853, 48853.5, 49013, 49069.5, 51225.1, 51225.2, 52075; 5 CCR 4622)

(School Plans/Site Councils)

(Local Control and Accountability Plan)

(Citizen Advisory Committees)

(Fees and Charges)

(Employee Notifications)

(Parental Notifications)

(Education for Homeless Children)

(Education for Foster Youth)

(Education for Juvenile Court School Students)

UNIFORM COMPLAINT PROCEDURES

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

(District and School Web Sites)
(District-Sponsored Social Media)

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal antidiscrimination laws, if applicable
3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).
4. Include statements that:
 - a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
 - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
 - c. A complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the

UNIFORM COMPLAINT PROCEDURES

facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.

d. Complaints should be filed in writing and signed by the complainant. If a complainant is unable to put his/her complaint in writing, for example, due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint.

e. If a complaint is not filed in writing but the district receives notice of any allegation that is subject to the UCP, the district shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances.

If the allegation involves retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and the investigation confirms that discrimination has occurred, the district will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the complainant, and on others, if appropriate.

f. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.

g. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.

h. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.

i. A foster youth, homeless student, or former juvenile court school student who transfers into a district high school or between district high schools as applicable shall be notified of the district's responsibility to:

(1) Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed

(2) Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency

UNIFORM COMPLAINT PROCEDURES

(3) If the student has completed his/her second year of high school before the transfer, provide the student information about district-adopted coursework and Board-imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.1

j. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision.

In any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the respondent also shall have the right to file an appeal with the CDE in the same manner as the complainant, if he/she is dissatisfied with the district's decision.

k. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision.

l. Copies of the district's UCP are available free of charge.

District Responsibilities

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

For complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall inform the respondent when the complainant agrees to an extension of the timeline for investigating and resolving the complaint.

The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

UNIFORM COMPLAINT PROCEDURES

All complaints shall be filed in writing (Please see attached Uniform Complaint Procedures form, which can also be found on the District Website) and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs may be filed by any individual, public agency, or organization. (5 CCR 4630)
2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)
3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when he/she is not the complainant, requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

UNIFORM COMPLAINT PROCEDURES**Mediation**

Within three business days after the compliance officer receives the complaint, he/she may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed to through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the investigation. He/she shall individually interview all available witnesses with information pertinent to the complaint and may visit any reasonably accessible location where the relevant actions are alleged to have

UNIFORM COMPLAINT PROCEDURES

taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

Report of Findings

Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

UNIFORM COMPLAINT PROCEDURES

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

In resolving any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent also shall be sent the district's decision and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

Final Written Decision

The district's decision on how it will resolve the complaint shall be in writing and shall be sent to the complainant and respondent. (5 CCR 4631)

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
 - a. Statements made by any witnesses
 - b. The relative credibility of the individuals involved
 - c. How the complaining individual reacted to the incident
 - d. Any documentary or other evidence relating to the alleged conduct
 - e. Past instances of similar conduct by any alleged offenders
 - f. Past false allegations made by the complainant

UNIFORM COMPLAINT PROCEDURES

2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. How the misconduct affected one or more students' education
 - b. The type, frequency, and duration of the misconduct
 - c. The relationship between the alleged victim(s) and offender(s)
 - d. The number of persons engaged in the conduct and at whom the conduct was directed
 - e. The size of the school, location of the incidents, and context in which they occurred
 - f. Other incidents at the school involving different individuals
5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:

- a. The corrective actions imposed on the respondent
 - b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.
 - c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence
6. Notice of the complainant's and respondent's right to appeal the district's decision to the CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

UNIFORM COMPLAINT PROCEDURES

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

1. He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with the CDE. (Education Code 262.3)
2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim

UNIFORM COMPLAINT PROCEDURES

7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51223, 52075)

If a public school or LEA finds merit in a complaint regarding Pupil Fees, Local Control and

UNIFORM COMPLAINT PROCEDURES

Accountability Plans (LCAP), Education of Pupils in Foster Care, Pupils who are Homeless, and former Juvenile Court Pupils now enrolled in a school district, Reasonable Accommodations to a Lactating Pupil, Course Periods without Educational Content (grades nine through twelve), and Physical Education Instructional Minutes (grades one through eight), the public school or LEA shall provide a remedy.

In the case of complaints regarding: Course Periods without Educational content, Reasonable Accommodations to a Lactating Pupil, and Education of Pupils in Foster Care, Pupils who are Homeless, and former Juvenile Court Pupils now enrolled in a school district, the remedy shall go to the affected pupil.

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

A complainant may appeal an LEA's Decision of a UCP complaint regarding all specified federal and state educational programs subject to the UCP.

Any complainant who is dissatisfied with the district's final written decision may file an appeal in writing with the CDE within 15 calendar days of receiving the district's decision. (Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632)

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, he/she, in the same manner as the complainant, may file an appeal with the CDE.

The complainant or respondent shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

Upon notification by the CDE that the complainant or respondent has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision

UNIFORM COMPLAINT PROCEDURES

4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by the CDE

Tracy Joint Unified School District
Uniform Complaint Procedures Notice to Parents and Students

1. The Governing Board recognizes that the district has primary responsibility for insuring that it complies with state and federal laws and regulations governing educational programs. The district shall investigate and seek to resolve complaints at the local level. The district shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination based on actual or perceived ethnic group identification, religion, age, gender, sex, sexual orientation, color, race, ancestry, national origin or physical or mental disability in any program or activity that receives or benefits from state financial assistance. These programs include, but are not limited to, adult basic education, consolidated categorical aid programs, migrant education, vocational education, childcare and development programs, and special education programs.
2. The Governing Board designates the following compliance officers to receive and investigate complaints and ensure district compliance with law.

Director of Student Services (209) 830-3280

or

Director of Continuous Improvement, State & Federal Programs (209) 830-3210

or

Associate Superintendent for Educational Services

(209) 830-3202

1875 W. Lowell

Tracy, CA 95376

3. The Board prohibits retaliation in any form for the filing of a complaint, the reporting of instances of discrimination, or for participation in complaint procedures. Such participation shall not in any way affect the status, grades, or work assignments of the complainant.
4. The Board acknowledges and respects student and employee rights to privacy. Complaints shall be investigated in a manner that protects these rights. The identity of any complainant alleging discrimination shall be kept confidential as appropriate.
5. The complaint review will be concluded within sixty calendar days from the date of receipt of the complaint unless the complainant agrees in writing to extend the time.
6. Complaints alleging unlawful discrimination may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination. The complaint must be initiated no later than six months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination (Title 5, Section 4630).
7. Civil Law Remedies: The Superintendent or designee shall ensure that complainants are advised that they may pursue civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants. Complainants may seek help from agencies such as legal assistance agencies, local mediation

Tracy Joint Unified School District
Uniform Complaint Procedures Notice to Parents and Students

centers or the county office of education. Local resources include:

California Legal Aid – (209) 946-0605

8. If a complainant is dissatisfied with the compliance officer's decision, he/she may, within five days, file his/her complaint in writing with the Governing Board. The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60 calendar day time limit within which the complaint must be answered. The Board may decide not to hear the complaint in which case the decision of the compliance officer shall be the district's final written decision. If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initially receiving the complaint or within an extended time period that has been specified in a written agreement with the complainant. If a complainant is dissatisfied with the district's decision, he/she may appeal in writing to the California Department of Education within 15 calendar days of receiving the district's decision. The appeal must include a copy of the locally filed complaint and a copy of the district's decision. For good cause, the Superintendent of Public Instruction may grant an extension of filing appeals.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent for Educational Services
DATE: June 3, 2020
SUBJECT: **Adopt Resolution No. 19-34 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for the 2020-2021 School Year and to Authorize Designated Personnel to Sign Contract Documents**

BACKGROUND: Tracy Unified School District operates State Preschool Programs on the South West Park Elementary and North School campuses for which the District receives special State funding. Governing Board approval of the Resolution authorizing the District to enter into a contract is required for receipt of the funds each year. The authorized signatures are Dr. Casey Goodall, Associate Superintendent of Business Services and Julianna Stocking, Director of Continuous Improvement.

RATIONALE: The State Preschool Program provides important educational opportunities for students ages 3 to 4. In addition, over half of the students are bilingual, and the preschool provides these students an additional opportunity for early English Language Acquisition. The State will provide approximately \$313,706 for the operation of this program. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers 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: There is no cost to the District.

RECOMMENDATION: Adopt Resolution No. 19-34 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for the 2020-2021 School Year and to Authorize Designated Personnel to Sign Contract Documents.

Prepared by: Julianna Stocking, Director of Continuous Improvement.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION No. 19-34**

**APPROVING THE APPLICATION AUTHORIZING THE DISTRICT TO ENTER INTO A
YEARLY CONTRACT WITH THE STATE FOR A CHILD DEVELOPMENT PROGRAM
FOR 2020-2021, AND TO AUTHORIZE DESIGNATED PERSONNEL TO SIGN
CONTRACT DOCUMENTS.**

WHEREAS, the Tracy Unified School District operates State Preschool Programs on the South West Park Elementary and North School campuses for which the District receives State funding; and

WHEREAS, the California Department of Education requires Governing Board approval of the resolution authorizing the District to enter into a contract to receive this State funding; and

WHEREAS, the authorized signatures for this contract are Dr. Casey Goodall, Associate Superintendent of Business Services and Julianna Stocking, Director of Continuous Improvement, State & Federal Programs.

NOW, THEREFORE BE IT RESOLVED, that the *Tracy Unified School District Board of Education* does hereby approve the application authorizing the District to enter into a yearly contract with the State for a Child Development Program for 2020-2021 and to authorize designated personnel to sign contract documents.

PASSED AND ADOPTED this 23rd day of June 2020 by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOTES:

ABSENT:

ABSTAIN:

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

Attested:

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

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

**California Department of Education (CDE)
DIRECTIONS AND FORMS
FOR
CHILD CARE AND DEVELOPMENT CONTRACTS**

Please read the entire document carefully. This document contains:

- Directions for Contract Execution (page 2)
- Issues that will Delay Contract Execution (page 3)
- Resolution/Signature Authority (page 4)
- Sample Resolution (page 5)
- Frequently Asked Questions (pages 6-7)
- Checklist (page 8)
- Contractor Certification Clauses (CCC-04-2017) (pages 9-12)
- California Civil Rights Laws Certification (CO-005) (page 13)
- Federal Certifications CO.8 (page 14-17)
- Contract (page 18-19* Page 19 is only Funding Information that did not fit on Contract Page)

DIRECTIONS FOR CONTRACT EXECUTION

1. Review the Funding Terms and Conditions (FT&C), applicable Program Requirements, and the General Terms and Conditions (GTC 04/2017). If you are a State Agency or University, review the General Terms and Conditions for Interagency Agreements (GIA 610).

All of the above can be found at the following link:

<http://www.cde.ca.gov/fq/aa/cd/ftc2020.asp>

2. Print **two (2) copies of this document** beginning with the CCC 04/2017 (pages 9-17), **single-sided only**. Do not alter documents in any way.

- a. Confirm that the printed pages are legible. If the contract language is cut off at the margin, follow the link below to correct the problem:

<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>

3. Have **both** copies of the contract and all required documents filled out completely and signed by the authorized official.

- Sign documents in **blue ink** only, or via Adobe Acrobat digital signature.

Contracts signed in black ink, stamped signatures, or copies will NOT be accepted.

- Print name, title, and address where requested.

4. **Public agencies only** - Attach a copy of a resolution by the local governing body authorizing the execution of **each** contract.

- ***Contracts will not be executed prior to board approval.***

5. Email Adobe digitally signed contract and documents with certifying statement to **childdevelopmentcontracts@cde.ca.gov**, or mail signed contract and all completed documents *as soon as possible* to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901**

ISSUES THAT DELAY CONTRACT EXECUTION

The following issues will delay contract execution and payment:

- Documents are unsigned, incomplete, or not returned.
- Contracts are mailed to the incorrect address.
- Contracts are e-mailed without a password protected Adobe Acrobat digital signature and certifying statement.
- The contract is not signed with original signatures in *blue ink*.
- The contract was printed illegibly, double-sided, or formatting has been changed.
- The contract was printed with the left side cut-off and language missing.
- The individual signing the contracts does not have signature authority to enter into contractual agreements with the CDE.

RESOLUTION/SIGNATURE AUTHORITY

PUBLIC AGENCIES

According to the *State Contracting Manual, Volume 1*, when one of the contracting parties is a county, city, district, or other local public body, the contract shall be accompanied by one of the following documents from the local governing body authorizing execution of the agreement:

- Board resolution; or
- Board minutes; or
- Board policy

Please submit one resolution per contract type.

County Offices of Education

A resolution is not required ***IF*** the County Superintendent signs the contract. If anyone else signs, signature authority is required.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

PRIVATE AGENCIES

Generally, the Executive Director, Owner, President, etc. are the authorized signers. *If an individual with a different title than above signs the contract*, provide one of the following indicating the signee has the authority to enter into and sign contractual agreements with the CDE:

- Letter on company letterhead;
- Board Resolution; or
- Board Minutes

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2020-2021.

RESOLUTION

BE IT RESOLVED that the Governing Board of Tracy Joint Unified School District

authorizes entering into local agreement number 19-34 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Julianna Stocking	Director, Continuous Improvement	
Casey Goodall	Assoc Supt of Business Services	

PASSED AND ADOPTED THIS 23rd day of June 2020, by the
Governing Board of Tracy Joint Unified School District
of San Joaquin County, in the State of California.

I, Jill Costa, Clerk of the Governing Board of
Tracy Joint Unified School District, of San Joaquin County, in the
State of California, certify that the foregoing is a full, true and correct copy of a resolution
adopted by the said Board at a CSPP-0522 meeting thereof held at a
regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

6.23.20

(Date)

FREQUENTLY ASKED QUESTIONS

BOARD RESOLUTIONS/SIGNATURE AUTHORITY

Do I need to provide a resolution and signature authority for an original contract?

Public Agency

Yes, you need a resolution authorizing the contract. You also need to provide signature authority for the person signing the contract, if someone other than the Superintendent signs. See the sample provided on the previous page.

Private Agency

The CDE does not require a resolution from a private agency. However, if an employee who is not the Executive Director, Owner, or President, etc. has signed the contract, signature authority is required. This can be provided by a resolution or letter on letterhead from the Executive Officer.

Do I need a resolution for an amendment?

If the resolution for the original contract specified the contract amount, a resolution containing the amended contract amount is required.

In addition, signature authority will be required if the person signing the amendment was not included as an authorized signer on the original resolution.

I work for a County Superintendent of Schools. Does my contract need a resolution?

Because County Superintendents have the authority to enter into contracts without board approval, a resolution is not required *IF* the County Superintendent signs the contract.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

CONTRACT COPIES

Can we e-mail copies of the signed contract?

No. CDE can only accept contracts with original signatures at this time.

Why do I have to make two copies of the contract?

So that once the contract is executed, CDE can send you a signed original.

FEDERAL ID NUMBER

What is my Federal ID number?

An Employer Identification Number (EIN) is also known as a Federal Tax Identification

Number, and is used to identify a business entity. Use this number to fill in the CCC-4/2017 form.

PRINTING ERRORS

What is a misprint?

A misprint occurs when the contract is printed illegibly, double-sided, or a change has been made to the formatting. Common examples are:

- The text on the left margin of the contract has been cut off. Fix problem here:
<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
- Toner issues cause the print to be illegible.
- The contract has been printed double-sided.
- Space has been added or deleted.

If this occurs, and the contract is sent to CDE, you will receive an e-mail asking you to re-print, re-sign and return a correctly printed contract. Contracts that have been altered in any way are unacceptable.

CONTACT INFORMATION

When should I contact the Contracts Office?

If you have a question regarding the status of the contract or questions about any of the attached documents, please contact your Child Care and Development Contract Analyst listed here:

<https://www.cde.ca.gov/fg/aa/cd/directory13.asp>

For counties 01-29, contact Cindy Rodriguez at CRodriguez@cde.ca.gov

For counties 30-58, contact Favio Flores at FFlores@cde.ca.gov

For questions regarding contract terms such as MDO, MRA, etc., contact the assigned Fiscal Analyst or EESD Consultant listed here:

<https://www.cde.ca.gov/fg/aa/cd/faad.asp>

or

<https://www.cde.ca.gov/sp/cd/ci/assignments.asp>

Direct all contract correspondence to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901**

CONTRACT CHECKLIST

Please note that every form is required.

Contractor name Tracy Joint Unified School District Contract # CSPP-0522

Place a check mark next to each item being returned.

- ☐ Checklist
- ☐ **Two (2)** signed (in **blue ink**) child care contracts with original signatures
 - **Did you include your printed name, title, and address?**
 - **Is all of the contract language visible?**
- ☐ **Two (2)** signed Contractor Certification Clauses (CCC-4/2017)
 - **Did you fill in ALL spaces including Federal ID Number?**
- ☐ **Two (2)** signed California Civil Rights Laws Certifications (CO-005)
- ☐ Board resolution or minutes authorizing execution of contract and/or authorizing delegation of authority (if applicable)

Mail all signed contracts and completed documents *as soon as possible* to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901**

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Tracy Joint Unified School District	95-1055500
By (Authorized Signature)	

Printed Name and Title of Person Signing	
Julianna Stocking, Director of Continuous Improvement	
Date Executed	Executed in the County of
	San Joaquin

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION¹⁹²: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):

Tracy Joint Unified School District

2. Federal ID Number:

95-1055500

3. By (Authorized Signature):

4. Printed Name and Title of Person Signing:

Julianna Stocking, Director Continuous Improvement

5. Date Executed:

6. Executed in the County and State of:

San Joaquin

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b)

(d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title

Check [] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

1875 W. Lowell Ave

Tracy, San Joaquin County

CA 95376

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR) Tracy Joint Unified School District	CONTRACT # CSPP-0522
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Jill Costa	
SIGNATURE	DATE

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 20 - 21

DATE: July 01, 2020

CONTRACT NUMBER: CSPP-0522

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 39-07549-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: TRACY JOINT UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 20-21, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

The funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2020 through June 30, 2021. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$49.85 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$13,706.00.

Service Requirements

Maximum Child Days of Enrollment (CDE) Requirement 6,293.0

Maximum Days of Operation (MDO) Requirement 175

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Forms shown with an asterisk (*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2020.asp>

STATE OF CALIFORNIA**CONTRACTOR**

BY (AUTHORIZED SIGNATURE)

BY (AUTHORIZED SIGNATURE)

PRINTED NAME OF PERSON SIGNING

PRINTED NAME AND TITLE OF PERSON SIGNING

Jaymi Brown,

TITLE

ADDRESS

Contract Manager

1875 W. Lowell Ave. Tracy, CA 95376

AMOUNT ENCUMBERED BY THIS
DOCUMENT

\$ 313,706

PRIOR AMOUNT ENCUMBERED FOR
THIS CONTRACT

\$ 0

TOTAL AMOUNT ENCUMBERED TO
DATE

\$ 313,706

PROGRAM/CATEGORY (CODE AND TITLE)

Child Development Programs

FUND TITLE

General

(OPTIONAL USE) 0656

23038-7549

ITEM 30.10.010.

6100-196-0001

CHAPTER

B/A

STATUTE

2020

FISCAL YEAR

2020-2021

OBJECT OF EXPENDITURE (CODE AND TITLE)

702

SACS: Res-6100-196-8590

Department of General Services
use only

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO.

B.R. NO.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 12, 2020
SUBJECT: **Approve Tracy Independent Study Charter School (TISCS) Student Handbook for the 2020-2021 School Year**

BACKGROUND: The Tracy Independent Study Charter School (TISCS) 7th-12th Grade Student Handbook is a new student handbook in the TUSD. Once approved, the handbook will be used for the 2020-2021 school year.

RATIONALE: To stay current with education code the TISCS Student handbook has been written by the Director of Student Services, reviewed by our Associate Superintendent of Educational Services, and Attorney at Law, Sally Dutcher. This agenda item supports District Strategic Goals #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: N/A

RECOMMENDATION: Approve Tracy Independent Study Charter School (TISCS) Student Handbook for the 2020-2021 School Year.

Prepared by: Mary Petty, Director of Student Services and Curriculum for the 2020-2021 school year.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 12, 2020
SUBJECT: Adopt Revisions to the District High School Student Handbook for the 2020-2021 School Year

BACKGROUND: The District High School Student Handbook was last updated and approved prior to the 2019/2020 school year.

RATIONALE: To stay current with Education Code the District High School Student Handbook has been reviewed and revised by district Assistant Principals, Director of Student Services, and Attorney at Law, Sally Dutcher. This agenda item supports District Strategic Goals #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: N/A

RECOMMENDATION: Approve Revisions to the District High School Student Handbook for the 2019-2020 School Year.

Prepared by: Mary Petty, Director of Student Services and Curriculum for the 2020-2021 school year.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 12, 2020
SUBJECT: **Approve Revisions to the District K-8th Grade Student Handbook for the 2020-2021 School Year**

BACKGROUND: The District K-8th Grade Student Handbook was last updated and approved prior to the 2019-2020 school year.

RATIONALE: To stay current with education code the District K-8th Grade Student Handbook has been reviewed and revised by district Assistant Principals, Director of Student Services, and our Attorney at Law, Sally Dutcher. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: N/A

RECOMMENDATION: Approve Revisions to the District K-8th Grade Student Handbook for the 2020-2021 School Year.

Prepared by: Mary Petty, Director of Student Services and Curriculum for the 2020-2021 school year.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: June 15, 2020
SUBJECT: Approve Appointment of Parent Representative to San Joaquin Special Education Local Plan Area Community Advisory Committee

BACKGROUND: The Community Advisory Committee is a Federal and State requirement and functions as part of the San Joaquin County Special Education Local Plan Area (SELPA). They are advisory to the governance council and provide meaningful input into the services and programs for student with special needs. The term is usually for two years and the goal is promote maximum interaction between the community and the schools. The main purpose of the CAC is to assure open and free flow of information from the special education administration to the entire community. In turn information is funneled from the community to the special education administration. The CAC advises the special education administration regarding community opinions, concerns and recommendations that will lead to improved special education programs and service to individuals with exceptional needs.

RATIONALE: Based on the size of the District and the number of students receiving special education services in Tracy, Tracy Unified has been allocated two seats for parent representatives on the community advisory committee. Appointment of Crystal Pelayo as a parent representative will fill one of two vacancies and provide for the sharing of information as described above.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Appointment of Parent Representative to San Joaquin Special Education Local Plan Area Community Advisory Committee

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: June 12, 2020
SUBJECT: **Adopt Resolution 19-38, 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 19-38, 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. 19-38**

**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 June 30, 2020 due to lack of work or lack of funds:

- a. Eliminate five (5) vacant 6.5 hour/10 month Special Education Para Educator I positions
- b. Eliminate one (1) vacant 4 hour/10 month IEP Para Educator I position
- c. Eliminate one (1) vacant 2 hour/10 month School Supervision Assistant position
- d. Eliminate one (1) vacant 6.75 hour/10 month IEP Para Educator I position
- e. Eliminate one (1) vacant 1 hour/10 month School Supervision Assistant position
- f. Eliminate one (1) vacant 1.5 hour/10 month School Supervision Assistant position
- g. Eliminate one (1) vacant 8 hour/12 month Bus Driver/Custodian position
- h. Eliminate two (2) vacant 3 hour/10 month Food Service Worker positions
- i. Eliminate one (1) vacant 1.25 hour/10 month School Supervision Assistant position
- j. Eliminate one (1) vacant 8 hour/10 month Bus Driver position
- k. Eliminate one (1) vacant 5 hour/10 month Para Educator I position
- l. Eliminate one (1) vacant 6 hour/10 month Special Education Para Educator I position
- m. Eliminate two (2) vacant 8 hour/12 month Bus Driver/Custodian/Grounds position
- n. Eliminate one (1) vacant 8 hour/12 month Custodian I position
- o. Eliminate one (1) vacant 4 hour/10 month Special Education Para Educator I position
- p. Eliminate one (1) vacant 8 hour/12 month Clerk Typist II position
- q. Eliminate one (1) vacant 8 hour/10 month School Security Person position
- r. Eliminate one (1) vacant 6 hour/10 month Adult Ed Paraprofessional position
- s. Eliminate one (1) vacant 4 hour/12 month Utility Person II position
- t. Eliminate one (1) vacant 8 hour/12 month Maintenance Specialist (Welder) position

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

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

ADOPTED by the Governing Board of Tracy Unified School District on June 23, 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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 11, 2020
SUBJECT: **Approve Revised Job Description and Salary Placement for Coordinator of Health Services**

BACKGROUND: For the past several years, student health care services have been contracted out to an outside provider. The revised job description for Coordinator of Health Services will allow the District to reinstate this position and bring health care services back under the control of TUSD. The education requirements have been changed from requiring a credential and RN license to requiring a LVN or RN with a Bachelor's degree in public health. This change will enable us to find a qualified candidate from a bigger pool of applicants. The salary placement is being adjusted from LME Range 41 down to LME Range 20 to coincide with the change in license requirements. In addition, the District continues the process of updating job descriptions to ensure that they accurately reflect current essential functions of the position, district requirements and any Federal or California Department of Education requirements.

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

RECOMMENDATION: Approve Revised Job Description and Salary Placement for Coordinator of Health Services.

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Coordinator of Health Services

DEPARTMENT/DIVISION: Student Services

POSITION SUMMARY: Under the direction of the Director of Student Services and Curriculum, to plan, organize and direct Health Services for the District, and provide leadership and direction for the development of health services programs **in collaboration with the district school nurse, Educational Services and Business Services** ~~which will result in improved student educational performance.~~ Develop partnerships with private foundations, public agencies, business and community based organizations to increase the quality and quantity of services available to children in the Tracy Unified School District.

ESSENTIAL FUNCTIONS:

1. Oversee the development and implementation of a comprehensive health services program which includes improving student access to social and health services, decreasing absenteeism secondary to health problems and ensuring state-mandated health screenings.
2. Develop and implement a comprehensive communication program to inform families about services available through federal, state, county and community-based organizations. Counsel students, parents/caregivers, and school staff by guiding children, parents/caregivers, and school personnel in identification and appropriate utilization of private and public health care delivery services and problem-solving health and social relation attendance problems.
3. Represents the District at meetings with social services, health services, and other community based agencies to facilitate the coordination and collaboration of comprehensive student and family support services.
4. Keeps accurate records and makes available information appropriate for inclusion in the cumulative record of the students. Executes and prepares forms, records, and reports for the health program at the school site, District and state level.
5. Organizes mandatory health screening programs according to state law.
6. Oversees **and collaborates with the credentialed school nurse regarding** the immunization program and the Child Health Disability Prevention Program.
7. ~~Interpret health assessments to parents/caregivers, school staff, and other professionals directly concerned with the students; collaborate with the Special Education Department in the development of Individualized Educational Plans.~~ **Collects student health data in collaboration with the credentialed nurse and informs parents, school staff, and other professionals directly concerned with**

the students; team members in the development of Individualized Educational Plan.

- ~~8. Supervise the distribution of medication taken by students.~~ **Collaborates with the credentialed school nurse in assisting with the distribution of medication taken by students and medication monthly audits at each school site.**
9. Participate in planning the implementation of proper emergency care and first aid for sudden illness or accident, and gives assistance when available.
- ~~10. Assist school staff in the control of communicable diseases through early detection, exclusion and reporting.~~ **Assists school staff in the monitoring and action related to communicable diseases through early detection, exclusion and reporting while working with the current credentialed school nurse and the local Public Health organization, following current CDC guidelines for school setting as recommended.**
11. Responsible for obtaining sources of established and new funding grant and foundation monies.
12. Administer and document administration of grant funds.
- ~~13. Administer program budget, Determine staffing and program needs~~ **related to Health Services. prepare budget justification; review and authorize expenditures.**
14. Continue to evaluate the effectiveness of Health Services and make recommendations for implementation and needed changes to the Director of Student Services and Curriculum.
15. Plans, designs, solicits funding, coordinates and implements school linked health and social services on school sites.
16. Plans, coordinates and documents new district employee compliance to OSHA (Occupational Safety and Health Administration) Title 29, Part 1910.1030, Blood Borne Pathogen Exposure Control.
17. Maintains regular and prompt attendance in the workplace.
18. Performs other related duties as assigned.

EDUCATION AND EXPERIENCE: ~~Valid California School Nurse Services credential, valid California Registered Nurse License required. Bachelor's degree required, Master's degree preferred.~~ **LVN or RN license with a Bachelor's degree in public health (BSPH or BAPH); School Audiometrist Certificate, current CPR certificate and valid California Driver's License required. At least three years of school-based health services experience. Knowledge of collaborative school/community efforts; student health and social needs; State and Federal regulations and District policies and procedures, which govern program and curriculum; program management. Prior successful experience as School Nurse preferred.**

SKILLS AND QUALIFICATIONS:

1. Ability to communicate effectively, orally and in writing; establish and maintain effective working relationships.
2. Ability to select and manage certificated and classified staff in order to develop skills and abilities that match program needs and enhance program effectiveness.
3. Analyze Health Services programs and adopt effective courses of action necessary for program improvement.
4. Ability to collect and compile data and prepare appropriate State, Federal and District mandated reports, and provide program analysis and positive direction.
5. Ability to establish collaborative school/community efforts and recognize student health and social needs.
6. Knowledge of state and federal regulations and district policies and procedures which govern Health Services program and curriculum including program management and funding.
7. Knowledge of District evaluation and assessment standards and procedures related to certificated, classified **and district contractual staff**.

PHYSICAL REQUIREMENTS:

Employees in this position must be able/have the ability to:

1. Sit for extended periods of time.
2. Enter data into a computer terminal/typewriter and operate standard office equipment for extended periods of time.
3. See and read a computer screen and printed matter with or without vision aids.
4. Speak so that others may understand at normal levels and on the telephone with or without hearing aids.
5. Hear and understand at normal levels and on the telephone with or without hearing aids.
6. Stand and/or walk **on hard and/or uneven surfaces** for extended periods of time.
7. ~~Bend, squat, stoop and/or climb for extended periods of time.~~
8. Reach overhead, grasp, push/pull up to 25 pounds for short distances.
9. Lift and/or carry up to 75 pounds at waist height for short distances.

DAYS OF SERVICE: ~~220 Days of Service~~ **225**

SALARY: ~~LME 41~~ **LME Range 20**

Board Approved: Elem.	06/01/93
H.S.	06/22/93
REVISED:	9/14/10
	11.8.16 (range only)



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: June 2, 2020
SUBJECT: Approve Declaration for a Provisional Internship Permit

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

RATIONALE: The Provisional Internship Permit allows the employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. This agenda item meets District Goal #2: Hire, support, develop, train and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Declaration for a Provisional Internship Permit.

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

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

DECLARATION

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

Danielle M. Parham, RSP, West High School
Jennifer Barker Getze, SDC Mild/Moderate, Kimball High School

AYES:
NOES:
ABSTAIN:
ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____