

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
MAY 11, 2021

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

To View this meeting, please follow this link: Board Meeting Live

TIME: 6:45 PM Closed Session
7:00 PM Open Session

MODIFIED MEETING PROCEDURES DURING COVID-19 PANDEMIC:

To view this meeting, please follow this link: Board Meeting Live
Select "Watch on Web Instead"
Once the event opens click "Join Anonymously"

As per Executive Order N-29-20 from Governor Newsom, the Tracy Unified School District Board of Education meetings will move to a virtual/teleconferencing environment using Microsoft Teams. The Governor's executive order on March 12, 2020, waived the requirement for a majority of board members to physically participate in a public board meeting at the same location.

To make a public comment, please follow this Public Comment Link available only on the date of the meeting, 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, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza
Staff: B. Stephens, R. Pccot, T. Jalique, J. Stocking, B. Etcheverry | |
| 3. Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| 3.1 Administrative & Business Services: None. | |
| 3.2 Educational Services: None. | |
| 3.3 Human Resources: | |
| 3.3.1 Consider Leave of Absence for Certificated Employee #UC-1264.
Pursuant to Article XX
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 Consider Leave of Absence for Certificated
 - 3.3.1 Employee #UC-1264, Pursuant to Article XX
 - Action: Vote: Yes ___; No ___; Absent ___; Abstain ___
7. **Approve Regular Minutes of April 27, 2021** 1-9
Action: Motion ___; Second __. Vote: Yes ___; No ___; Absent ___; Abstain _
8. **Student Representative Reports:** None.
9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
 - 9.1 Central Elementary School Presentation
 - 9.2 Southwest Park Elementary School Presentation
10. **Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.
 - 10.1 **Administrative & Business Services:** None.
 - 10.2 **Educational Services:**
 - 10.2.1 Receive Report on San Joaquin County COVID19
 - 10.2.2 Receive Report on STEM Implementation in TUSD 10
 - 10.2.3 Receive Report on Library and Student Books Fines for the 2020-21 School Year (Action Item 14.2.1)
 - 10.2.4 Receive Report on the 2020-21 Senior Graduation Ceremony Participation (Action Item 14.2.2)
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:**
 - 12.3 **Human Resources:**
 - 12.3.1 Receive Public Comments Regarding Negotiations with the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD) 11

- 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 | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 12-14 |
| 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 | 15-16 |
| 13.1.3 | Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year | 17-18 |

13.2 Educational Services:

- | | | |
|---------------|---|--------------|
| 13.2.1 | Ratify Agreement for Special Contract Services with Sierra Vista Child & Family Services (Kirk Baucher) NPS for the 2020-2021 School Year (Separate Cover Item) | 19 |
| 13.2.2 | Approve Agreement for Contract Services for SJC OE STEM to provide FabLab Field Trips at South/West Park Elementary STEM Academy during Summer School 2021 | 20-26 |
| 13.2.3 | Approve Agreement for Contract Services for SJC OE Language & Literacy to provide 2 days of K-5 EL Summer School Planning Time at South/West Park Elementary | 27-31 |

13.3 Human Resources:

- | | | |
|---------------|---|--------------|
| 13.3.1 | Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment | 32-34 |
| 13.3.2 | Approve Classified, Certificated, and/or Management Employment | 35-36 |
| 13.3.3 | Approve the Hire of AVID College Tutors for the 2020-2021 School Year | 37-45 |

- 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 | Authorize the Director of Transportation to Purchase Six (6) Twenty-Four Passenger Buses to Accommodate Additional Special Education Students | 46 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.1.2 | Adopt Resolution No. 20-19 Authorizing Temporary Loans Between Funds for the 2021/22 School Year | 47-48 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.1.3 | Receive Report on Actuarial Study of Post Employment Benefits in Support of Governmental Accounting Standards Board Statement 75 (Separate Cover Item) | 49-51 |

Action: Motion___; Second___. **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__.

14.1.4 Approve the Fiscal Year 2019-20 Annual Financial Audit **52**
(Separate Cover Item)

Action: Motion___; Second___. **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__.

14.2 Educational Services:

14.2.1 Consider the Waiver of all Student Book Fines for the 2020-2021 **53-54**
School Year

Action: Motion___; Second___. **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__.

14.2.2 Consider to Allow Seniors that are within 20 Credits or Less of the **55**
TUSD High School Diploma Requirement to Participate in the 2021
Graduation Ceremony

Action: Motion___; Second___. **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__.

14.3 Human Resources

14.3.1 Adopt the District's Initial Bargaining Proposal for the California **56**
School Employees Association for the 2021-2022 School Year

Action: Motion___; Second___. **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__.

14.3.2 Approve Superintendent's Contract **57-65**

Action: Motion___; Second___. **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__.

15. Board Reports: An opportunity for board members to discuss items of particular importance or interest in the district.

16. Superintendent's Report: An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.

17. Board Meeting Calendar:

17.1 May 25, 2021

17.2 June 8, 2021

17.3 June 22, 2021

18. Upcoming Events:

18.1 May 28, 2021 Last Day of School

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, April 27, 2021**

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).

- 5:30 PM:** 1-3. President Kaur called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, N. Erskine, Z. Hoffert, S. Kaur, L. Souza
Absent: A. Blanco
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry
- 7:01 PM** 5. President Kaur called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:**
- 6a Report Out of Action Taken on Reinstatements: #20-21/#12
Action: **Vote:** Yes-6; No-0; Absent-1(Blanco)
 - 6b Report Out of Action Taken on PE Exemptions: #WHS10311774
Action: **Vote:** Yes-6; No-0; Absent-1(Blanco)
 - 6c Report Out of Action Taken on Consider Non-Paid Leave of Absence for Certificated Employee #UC-1261, Pursuant to Article XX
Action: **Vote:** Approved. Yes-6; No-0; Absent-1(Blanco)
 - 6d Report Out of Action Taken on Consider Non-Paid Leave of Absence for Certificated Employee #UC-1262, Pursuant to Article XX
Action: **Vote:** Approved. Yes-6; No-0; Absent-1(Blanco)
 - 6e Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-402, Pursuant to Article XXIII
Action: **Vote:** Approved to Deny. Yes-4; No-2(Alexander, Hoffert); Absent-1(Blanco)
 - 6f Report Out of Action Taken on Consider Non-Paid Leave of Absence for Certificated Employee #UC-1263, Pursuant to Article XX
Action: **Vote:** Yes-6; No-0; Absent-1(Blanco)
- Minutes:** 7. Approve Regular Minutes of March 23, 2021
Action: Abercrombie, Erskine. **Vote:** Yes-6; No-0; Absent-1(Blanco)
Approve Special Minutes of March 30, 2021
Action: Abercrombie, Souza. **Vote:** Yes-6; No-0; Absent -1(Blanco)
Approve Special Minutes of April 13, 2021
Action: Abercrombie, Souza. **Vote:** Yes-6; No-0; Absent-1(Blanco)
- Visitors:** None. Meeting was live streamed via Microsoft Teams.

**Student Rep
Reports:**

8. None.

**Recognition &
Presentations:**

9.1 Poet Christian School Presentation

Principal, Bill Maslyar, presented a video which showed him touring through the campus and asking questions from various students about being back on campus. Students are excited and energy is high. There were several pictures including students with their plexiglass shields and social distancing on the playground during break time. Students missed their friends and hope that next year they are back to normal.

Trustee Hoffert left the meeting at 7:10pm

Trustee Hoffert returned to the meeting at 7:13pm

Trustee Souza left the meeting at 7:15pm

Trustee Souza returned to the meeting at 7:17pm

9.2 Kimball High School Presentation

Principal, Ben Keller, hosted the video which was shot by the video production students at Kimball. Standing by "The Peace Pole" which contains the message "May peace prevail on earth", which is stated in the 8 different languages that are most commonly spoken at Kimball High. The drama department presented virtual acts in Aril and are currently working on the production of *Beauty and the Beast* online. The Medical & Health Services Academy had a successful freshman recruitment and are holding monthly meetings all of which are being done virtually. The advanced video class put together a video to help bring everyone together during distance learning. The video was of various students with positive messages. The explained the camera angles that were studied in class and showed examples of the shots. Teacher, Mr. Jacobe, explained how his co-teacher is in the classroom teaching the students online, while he is taking the in-person students to the library. Leadership, band, cheer and Freshman orientation all took place virtually or in according to current guidelines. They showed several slides of various activities including community service, donation drives, escape rooms, music, and a talent show.

9.3 Recognize the Outstanding Employees of the Spring Term for the 2020-2021 School Year

The Board recognized the following Employees for the Spring Term of the 2020-2021 School Year: Tiffany Gonzales (9-12), Megan Wright (6-8) and Delgel Pabalan (K-5) as Outstanding Certificated Employees; Samia Basravi (9-12) and Diana Parrales (6-8) and Nicola Roberts (K-5) as Outstanding Classified Employees and Bobbie Etcheverry as the Outstanding Management. Each will be given a certificate of recognition.

9.4 Recognize Simran Kaur and Rajdeep Singh for their help in Securing COVID Testing for Tracy Unified Sports Programs.

Superintendent, Dr. Stephens, presented Simran Kaur and her husband, Rajdeep Singh with a certificate in recognition of their efforts in testing for our athletes.

**Information &
Discussion Items:**

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report on San Joaquin County COVID19

Associate Superintendent of Educational Services, Julianna Stocking, presented a power point showing that our county is still in red although there was a small increase in the right direction. We need to have our more residents getting vaccinated and tested to the next lower tier.

10.2.2 Receive Report on Graduation/Promotion Ceremonies

Director of Student Services, Dr. Mary Petty, presented a power point that showed the graduation and promotion plans, the capacity limits, and guidelines. High schools will have in-person ceremonies and 8th grades will have drive-thru celebrations.

10.2.3 Receive Information on TUSD ESSER and Expanded Learning and Opportunities Grants

Trustee Abercrombie left the meeting at 7:45pm.

Trustee Abercrombie returned to the meeting at 7:47pm.

Associate Superintendent of Business Services, Dr. Rob Pecot, and Associate Superintendent of Educational Services, Julianna Stocking, presented a power point shared the proposed plans. Both grants are one-time funds. They reviewed the purpose, funding and timeline of the grants. The Expanded Learning Grant is \$10.3 million dollars and requires 10% to be spent on hiring classified staff to provide direct services to students. The Elementary and Secondary School Emergency Relief Fund (ESSER) grants are 1. \$2,052,791, 2. \$9,372,730 and 3. \$21,088,642 and all needs to be spent by September 2024. This is all one-time funding, designed to combat COVID. We have also used other resources to deal with COVID. Feedback has been received from the LCAP survey, consult meetings, staff and parents. They reviewed the list of staff and programs that would be hired with a portion of these funds as well as technology and safety needs. This item will come back to the board as an action item in 2 weeks. We will need time to hire these positions and would like to get as many filled as we can before the start of the upcoming school year. We are not the only district hiring, so it will be competitive.

10.2.4 Receive Report from Tracy Social Justice

The Tracy Social Justice group presented a power point regarding student safety and health. They have partnered with the San Joaquin ACLU in divesting in outdated police methods and investing in mental health. They feel that there is a lack of mental health resources and that students are afraid to talk to an SRO. They shared a few students' opinions where they had a bad experience dealing with officers when having mental health issues and/or sexual assault incidents. They feel that SROs and counselors should not be the ones to help the students with these issues. They are also concerned with the negative stigma that

a student gets when they need help. They want the board to keep these new counseling positions beyond the 3-year funding available. They feel that having SROs on campus creates a dangerous presence and they feel like they are being criminalized. They have surveyed approximately 60 students. Dr. Stephens invited this group to come in and meet with him. He asked them to email him or his assistant and we would be happy to schedule a time to meet. President Kaur thanked them for their presentation, and she looks forward to working with them to see what we can do to help with these issues. If they want to meet with board members or just Dr. Stephens alone, that is fine.

Hearing of Delegations

11. The following comments (unedited) were submitted online and read aloud at the meeting:

1. Respectfully submitted by:

Scott Anderson:Teacher, Department Chair and Former Coach; Kimiko Azama Teacher, Department Chair and Club Advisor; Joe Graham Teacher, Department Chair, Athletic Director, Former Coach; Justin Gregory Teacher, Former Coach and Former Yearbook Advisor; Marisa Grezdo Teacher, Department Chair and AP Coordinator; Stephanie Mason Teacher, Activities Director; Rick Minarich Teacher; Tyler Mullen Teacher, Coach, ELD and WASC Coordinator; Chris Munger Teacher, Yearbook Advisor, KLT Member; Enayat Qayumi Teacher, Department Chair; Geri Neylan Drama Teacher; Robert Quintero Teacher; Elisa Rains Teacher, Former Department Chair; Emily Smith, Teacher, Club Advisor James Tiffany; Teacher, Coach and KLT Member; Tim Wall, Teacher, Coach and Former Journalism Advisor

Dear Dr. Stephens and Esteemed TUSD Trustees:

We, Kimball High School staff, write this letter because we wholeheartedly believe that Dr. Robert Pecot is the correct person to lead and guide Tracy Unified School District in the capacity of superintendent. We are teachers, department chairs, directors, coordinators, advisors, committee members and coaches who always felt supported and heard by our former principal.

When Dr. Pecot became principal of Kimball High School, he did not come in with a preconceived vision for our school or try to make rash decisions: he observed and listened. He talked to all stakeholders of the Kimball community: teachers, office staff, U2s, students, parents, coaches and more. He asked us what was functioning well at Kimball and what needed attention. He respected our recommendations and trusted them and us. What was functioning well at our site he left alone. He instead focused on our concerns; one that stands out was the campus' lack of culture and cohesion due to so much staff turnover and our lack of a single voice. It did not take Dr. Pecot long to realize that we were a demoralized group. Once again, he reached out to us and asked what he consistently asked us during his tenure at KHS: "what can I do to help?".

To address the low morale and lack of culture at KHS, Dr. Pecot asked for volunteers to discuss ways to fix the Pathway program that was in place. It was not functioning and had become divisive. Dr. Pecot listened to everyone's concerns and by a vote it was decided to change the existing Pathway program and create an academy in its place. The Medical Academy was created. It has become a very successful program which attracts more students each year.

Dr. Pecot recruited staff and formed a committee: Kimball Leadership Team. The

purpose of KLT was to address the low morale and lack of culture at KHS. Dr. Pecot never imposed his will on the committee. He constantly asked the committee what it needed and then he gave them what was requested. KLT organized team-building activities such as holiday functions, potluck lunches and games. We had low attendance for site Buy Back Days so KLT was put in charge of professional development for these days as well as staff meetings to ensure that whatever was presented would be relevant to our staff. It worked. Attendance at these events rose because Dr. Pecot was willing to engage with his staff.

Dr. Pecot came to us with a variety of experience. He had been a club advisor, a coach, an athletic director, an activities director, a counselor, and a vice principal. Perhaps due to his diverse background, he knew when to let us do our job and when to step in and guide us. He trusted us and, in turn, we trusted him.

When he asked one teacher to consider the Activities Director position, another to be AP Coordinator, someone else to be WASC Coordinator or even to be a last-minute chaperone for a HOSA event, we said yes. We knew it meant more work and time away from our families but we took on more work because we felt valued and we were working for a common goal: to improve our school.

Dr. Pecot had an open-door policy. His door was literally always open. If we went to talk to his secretary, he would shout a hello and ask how we were. Many of us, went to him with requests for items we needed for our programs or support. He would listen and say: "let me see what I can do". If it was possible, we received what we requested. He also listened to students. Students wanted more benches in the quad, something to do during lunch, a water bottle filling station. He made all that happen.

During the time Dr. Pecot was at KHS, we always felt comfortable. We could speak our minds and disagree; and sometimes we did disagree on philosophy, policy and more. Never-the-less, we never let the disagreements negatively affect our relationship with each other. We cordially agreed to disagree and moved on.

Dr. Pecot always said that the best part of being an educator was the kids. He was out and about as much as his other responsibilities allowed. He could be seen interacting with our students in the quad, breezeways and sporting events. He visited classrooms to answer students' pointed questions: What's the school's budget? Where does the money go? What were you like in school? Dr. Pecot was happy to spend time answering these questions.

In conclusion, after witnessing the positive changes Dr. Pecot brought to our Kimball community, we know he will continue to innovate within our entire school district. It is with the greatest respect for the office of Superintendent that we support Dr. Pecot's candidacy to be the next leader of the Tracy Unified School District.

2. From: Stephanie Mason

Dear Superintendent Stephens and Governing Board of Tracy Unified School District-

It is my privilege to write this letter on behalf of Dr. Rob Pecot in his pursuit to become the Superintendent of Tracy Unified School District. I first met Dr. Pecot during my job interview for a position at Kimball High School in May 2017. My first year at Kimball High was Dr. Pecot's last year as principal, and I came to Kimball feeling the most defeated I've ever felt in my career after my experience in a previous district. I was welcomed with an overwhelming amount of friendliness and support at KHS. There was no doubt that the congeniality

demonstrated by the Kimball staff was the direct result of the culture fostered by its principal.

Dr. Pecot's ability to recognize a staff member's strengths and encourage them to reach their fullest potential is what stands out the most to me. I was a veteran teacher with ten years on my resume from previous school districts. Some principals might be hesitant to hire veteran teachers in fear that they may ultimately prove to be set in their ways and unable to adapt to their new school community. Dr. Pecot was different; he respected the knowledge I brought as a veteran while also believing in my ability to grow further. He took a chance on me and offered me a position in the AVID department in my first year at Kimball despite the fact that I had no prior experience with the program. That position has been the most rewarding experience I have had in my 13 years of teaching. Not only have I fallen in love with the program and the students it serves, but his initial faith in me eventually led to my growth into serving as Site Coordinator for the AVID program at Kimball High School.

In my other role as Activities Director at KHS, I can attest to the fact that Dr. Pecot understands that a school culture is heavily dependent upon the engagement of the students at extracurricular activities. He believes, rightfully so, that events should be driven by student interest. He encouraged both me and my leadership students to plan events that worked for us, even if they went against the status quo. His trust and support helped us establish our own new traditions that make us unique at KHS.

I always felt (and still feel) supported by Dr. Pecot, whether it's in the form of a hand-written note thanking me for attending a pre-evaluation meeting, a shout-out to both me and my students running the student store during a football game, a text message wishing me good luck on my first day of distance learning, or his playfulness with students at our first Homecoming carnival. He's personable and willing to take risks in order to allow for the opportunity to grow. He is down to earth and realistic. And most importantly, he does not shy away from hearing truth to power. Dr. Pecot makes me feel heard and appreciated, and I believe he would be an incredible asset to our district as Superintendent, just as he has been in every role he's ever taken on here at Tracy Unified.

3. From: Jaime Guitron

Dear TUSD Board Members.....

I am writing today in regards to 8th Grade Promotion. I am so happy to hear that the High School's will be having a graduation. This makes my heart so happy because that is a moment and a memory that they will always remember. This year has been extremely hard so I am so happy they get to have their moment. Even with restrictions that are beyond anyone's control..at least they will get to walk the stage and celebrate their accomplishments. I was really hoping that the 8th graders would also be able to have their moment. I was sad to hear that they will not get a promotion or even a modified one. I have seen the drive through promotions mentioned, but they need this moment to walk across the stage too. They have accomplished something special and deserve to have this memory as well. We need to remember what it is like being their age. We need to remember our 8th grade graduation. We need to remember that accomplished feeling. We were saying goodbye to one part of our childhood and getting ready to start a new chapter in High School. It was a big deal. It was special. But what we can't remember (thank goodness) is going through a pandemic during part of our 7th

grade and all of our 8th grade year. They have been through a lot. They have missed a lot. They have missed out on making lifelong memories. I don't want to see them miss out on this too. I don't have a child in 8th grade. My kids are in 10th and 7th grade...I have seen the struggles this year first hand. I know if I had an 8th grader this year...I would truly hope they had their moment to walk the stage. I've subbed for so many of these kids..they are important to me. I want to see them promote. I want to see them have their moments with their friends, teachers and families. It's important! Please...please make it happen for them. Even if it has to be modified for safety...it's truly better than nothing. As adults...we have to try to make the end of this year at least a bit more memorable for all of our kids. There has got to be a way! I truly hope the board can come up with something that is safe, but allows it to happen. It's important...for their mental health and for their school memories. Thank you for your time!

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: Items #13.1.2 through 13.3.4 except Items #13.1.1 and 13.3.1. Item #13.2.5 is pulled from agenda) Abercrombie, Souza.

Vote: Yes-6; No-0; Absent-1(Blanco)

Action: On Item #13.1.1 and 13.3.1 Abercrombie, Souza.

Vote: Yes-6; No-0; Absent-1(Blanco)

13.1 Administrative & Business Services:

13.1.1 Approve Accounts Payable Warrants (March, 2021)
(Separate Cover Item)

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

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

13.1.4 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year

13.1.5 Approve Payroll Reports (March, 2021)

13.1.6 Approve Revolving Cash Fund Reports (March, 2021)

13.2 Educational Services:

13.2.1 Approve Master Contract (MC) for Educational Professionals of Central California for an Individual Educational Evaluation (IEE) Psycho Educational Assessment

13.2.2 Approve Agreement Increase for Contract Services with Speech Therapy and Accent Group Inc. for Independent Educational Evaluation/Speech and Language Assessment

13.2.3 Approve Revised School Site Plan and Budget for South/West Park School for the Remainder of the 2020-2021 School Year
(Separate Cover Item)

13.2.4 Ratify the Services of Med-Mobile to Continue Conducting State

Mandated COVID-19 Rapid Testing for All High School Student Athletes Participating In Football and Water Polo Competitions and for Med-Mobile to Start PCR Testing for all High School Student Athletes Participating in All Outdoor Sports at All Three Comprehensive High Schools in TUSD

13.2.5 This item was pulled: Ratify Agreement for Special Contract Services with Building Connections Behavioral Health, Inc. for Functional Behavioral Analysis Assessment and Behavioral Training and Supervision to Staff

13.2.6 Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending April 15, 2021

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 Paid Internship Credential Program Agreement with National University

13.3.4 Approve Student Teaching, School Counseling, and School Psychology Field Experience Agreement with Saint Mary's College of California

Action Items:

14.1 Administrative & Business Services:

14.1.1 Approve the Fiscal Year 2019-20 Annual Financial Audit (Separate Cover Item)

Action: This item was pulled from the agenda. There was no vote.

14.2 Educational Services: None.

14.2.1 Approve Adoption of Instructional Materials for International Baccalaureate Mathematics

Action: Abercrombie, Erskine. **Vote:** Yes6; No-0; Absent-1(Blanco)

14.3 Human Resources:

14.3.1 Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2021-2022 School Year

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

14.3.2 Approve Resolution 20-18, Authorizing Implementing Certificated Layoff for the 2020-2021 School Year

Action Abercrombie, Erskine. **Vote:** Yes-5; No-1(Hoffert); Absent-1(Blanco)

Board Reports:

Trustee Souza thanked everyone for their presentations and the school presentations for Kimball High and Poet Christian. She also thanked Dr. Pecot and Ms. Stocking for their report. They have done an amazing job. She would like to see us focusing on training permanent staff. She thanked the Tracy Social Justice group. It was a good presentation and she would like to see the focus on exactly what we need to look at, sexual assault. She wants to have the resources that we need and hopes that we can add resources and not take them away. Trustee Hoffert thanked everyone for the presentations, especially Dr. Pecot and Ms. Stocking. He congratulated the employees of the spring term. He asked that we put waiving of library fees on the next agenda regarding 2020-2021 only. Trustee Alexander thanked the Tracy Social Justice for their report. The board lives in this

community and in light of the George Floyd decision, we need to think how can we change the results so nothing like would happen again. He would like to see some sort of program that would work with city leaders to sit down and go to classrooms to learn how to interact with police. Some situations that get out of hand can be prevented. In the future, we can avoid situations like this. Trustee Erskine thanked the presenters, cabinet, and management for gathering all of the information provided. She is beginning to feel comfortable as a new trustee. See appreciates the information and the data that is provided. She thanked the teachers, classified and paras who have gotten us through this pandemic. She looks forward to launching our learning recovery programs and what we are going to do for learning loss and to prepare our teachers for 2021-22. She's looking forward to focusing on education. Also, sexual assault is a very serious issue and hopes that we address it in a more detailed She thanked everyone. Trustee Abercrombie stated he is old school. He was taught to ask people for things in a special manner. He understands that the students are passionate, but he warned them about being adversarial. We want to help them, but they need to show respect. They need to reflect on their approach if they want to find solutions or if their true goal is to get police off of their campuses. Hopefully, this is a learning tool on how to approach others in a respectful manner. Trustee Kaur thanked everyone for their presentations tonight. She is glad to start getting past COVID. She also thanked the Tracy Social Group for their presentation. She hopes we all learn from this and that we can make fruitful changes.

**Superintendent
Report:**

Dr. Stephens reported that he received notice this afternoon that West High School has been named a California Distinguished School. This is a wonderful honor and award. There were 3 schools that received this in San Joaquin County. He thanked Dr. Boswell for his leadership and the staff and students for their efforts. He appreciated the efforts of Dr. Pecot and Ms. Stocking for their presentation about the ESSERs funds. This will be an action item in 2 weeks so that we can vote on this at that board meeting.

Adjourn: 9:41 p.m.

Clerk

Date



EDUCATIONAL SERVICES

MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 27, 2021
SUBJECT: Receive Report on STEM Implementation in TUSD

BACKGROUND: In October 2018, TUSD was awarded an Education Innovation and Research (EIR) grant from the United States Department of Education (US Ed) in collaboration with the Community Training and Assistance Center (CTAC). The award supports TUSD in creating *Leadership of STEM: The PreK-12 STEM Pathway*, a multi-disciplinary STEM project-based curriculum that is engineering- and computer science-centered. It ensures that every TUSD student has a STEM learning trajectory in their core classes that progresses through elementary, middle, and high school. Moreover, it increases the number of underrepresented students (girls, students of color, and low-income students) engaged in STEM learning.

One essential driver of the grant work is to have STEM professionals interact with students to share their education and career trajectory, to share the content of their current job, and to interact with students about their design challenges, to provide expert input or receive student explanations of the science, engineering, and computer science they used to solve a problem. In 2020-21, despite the challenges presented by school closures and hybrid concurrent learning, the STEM Leadership Team was able to increase the number of classrooms who interacted with local and regional STEM professionals.

RATIONALE: This report updates the Board on work done this year to bring STEM professionals into TUSD classrooms. The Board's acceptance of the award for US Ed's EIR grant, *Leadership of STEM: The PreK-12 STEM Pathway*, for the 2018-2023 School Years necessitates periodic updates.

This Agenda item meets District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; Goal 2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and Goal 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No funds are required for this report.

RECOMMENDATION: Receive Report on STEM Implementation in TUSD.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 20, 2021
SUBJECT: Receive Public Comments Regarding Negotiations with the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD)

BACKGROUND: The District has presented its initial bargaining proposal for the articles that will negotiated for the re-opener agreement during the 2021-2022 school year at the board meeting on April 27, 2021.

RATIONALE: This item is intended to provide an opportunity for the public to comment as provided in Government Code 3547 regarding negotiations.

FUNDING: N/A

RECOMMENDATION: Receive Public Comments Regarding Negotiations with the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: April 28, 2021
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. Rob Pecot, Associate Superintendent for Business Services.

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
MAY 11, 2021
SUMMARY OF SERVICES**

A. Vendor: San Joaquin County Office of Education
Sites: Special Education Department
Item: Memorandum of Understanding
Services: TUSD agrees to provide educational support for all special education students who have been referred to the SJCOE community school program and have been determined to be appropriately placed based on the recommendation of the IEP team.
Cost: SJCOE will pay TUSD the adjusted SELPA revenue amount received per ADA for enrolled special education students
Project Funding: N/A

B. Vendor: Stanislaus County Office of Education
Sites: District-wide
Item: Agreement
Services: Pure Tone hearing screenings for students in kindergarten, second, fifth, and eighth grade.
Cost: \$4.85 per student or \$9.70 per student who cannot wear a mask, cannot enter the van, or is in a wheel chair; not to exceed \$23,000.00.
Project Funding: General Fund/Health Services

C. Vendor: Forensic Analytical Consulting Services
Sites: District-wide
Item: Proposal
Services: Perform the three year Asbestos Hazard Emergency Response Act (AHERA) mandated inspections and compilation of compliance documents. Air quality testing and polarized light microscopy analysis of potential asbestos containing materials. Asbestos abatement projects as identified throughout the year.
Cost: \$8,645.00 for Inspections, not to exceed \$15,000.00.
Project Funding: Environmental Compliance

D. Vendor: Park Planet
Sites: District-wide
Item: Proposal
Services: Provide table-bench seating and installation at various sites.
Cost: \$163,713.75.
Project Funding: General Fund/ESSER II

E. Vendor: RJ Flooring
Sites: Hirsh Elementray School
Item: Proposal
Services: Remove and replace existing flooring at various rooms onsite with new flooring.
Cost: \$163,713.75
Project Funding: Fund 14/Def. Maintenance

F. Vendor: RJ Flooring
Sites: Williams Middle School
Item: Proposal
Services: Remove and replace existing flooring at various rooms onsite with new flooring.
Cost: \$107,935.84
Project Funding: Fund 14/Def. Maintenance

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: April 19, 2021
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Dana and Greg Roberson for the amount of \$500.00 (ck. #1103). This donation is a contribution to the Dorwin Hathorn Scholarship for the 2020-2021 school year.
2. Tracy Unified School District/Tracy High School: From Velma Pimentel & Sons Dairy for the amount of \$500.00 (ck. #3553). This donation is a contribution to the J. Pimentel Scholarship for the 2020-2021 school year.

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

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

approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: May 11, 2021
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
Hirsch Elementary PTO		<i>Current</i>
Freiler Staff Parent Association		<i>Current</i>
George Kelly Parent Faculty Alliance		<i>Current</i>
Jacobson Staff Parent Association		<i>Current</i>
Jaguar Theatre Booster Club		<i>Current</i>
Kimball High School Athletic Booster Club		<i>Current</i>
Kimball High School Music Boosters, Inc		<i>Current</i>
Kimball High School PTSA	<i>Recommended for Approval</i>	
North School Parent Club		<i>Current</i>
Poet Christian PTSA		<i>Current</i>
South/West Park Parent Club		<i>Current</i>
Tracy High Baseball Boosters, Inc		<i>Current</i>
Tracy High Bulldog Band Booster Club		<i>Current</i>
Tracy High School Football Boosters		<i>Current</i>
Tracy High Softball Booster Club		<i>Current</i>
THS Volleyball Booster Club		<i>Current</i>
Villalovoz PFC		<i>Current</i>
WHS - Homefield Advantange Athletic Booster Club		<i>Current</i>
West High Science Boosters		<i>Current</i>

Revised 4/23/21



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 14, 2021
SUBJECT: **Ratify Agreement for Special Contract Services with Sierra Vista Child & Family Services (Kirk Baucher) NPS for the 2020-2021 School Year**

BACKGROUND: Board approval is requested to ratify the contract with Sierra Vista Child & Family Services (Kirk Baucher). The District's Special Education administration would like to continue the contract that Tracy Unified School District (TUSD) has had with Sierra Vista Child & Family Services (Kirk Baucher) to provide the placement pursuant to the student's IEP. Consent is needed at this time to remain compliant with services on the IEP.

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

FUNDING: Expenses for this contract will not exceed \$14,670. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Sierra Vista Child & Family Services (Kirk Baucher) NPS for the 2020-2021 School Year.

Prepared by: Mr. Sean Brown, Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 11, 2021
SUBJECT: **Approve Agreement for Contract Services for SJCOE STEM to provide FabLab Field Trips at South/West Park Elementary STEM Academy during Summer School 2021**

BACKGROUND: South/West Park School will be providing a Stem Academy this summer for K-5 EL students. It has been determined that the Stem Academy students would benefit from the FabLab field trips provided by the SJCOE Stem department.

RATIONALE: In order to facilitate this, South/West Park School will contract with San Joaquin County Office of Education (SJCOE) Stem department to provide 12 days of FabLab Field Trips hosted by SJCOE at the South/West Park Stem Academy. This Agenda Item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social and emotional potential.

FUNDING: The cost will be funded by site Title 1 and EL funds in the amount of \$7,000.00.

RECOMMENDATION: Approve Agreement for Contract Services for SJCOE STEM to provide FabLab Field Trips at South/West Park Elementary STEM Academy during Summer School 2021.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide preparation and facilitation of FabLab Field Trips at South/West Park Elementary School during the Stem Academy on the following dates 2 hr field trips on June 9th, 16th, 23rd & 30th and 4 hr field trips on June 10th, 11th, 17th, 18th, 24th, 25th and July 1st & 2nd

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 Twelve (12) () [] HOURS [x] DAYS, under the terms of this agreement at the following location 500 W. Mt. Diablo Ave. Tracy.

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

- a. District shall pay \$ 7,000.00 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 7000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [x] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on May 12, 2021, and shall terminate on July 2, 2021.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

J. H. Brown
Contractor Signature Title

IRS Identification Number
Division Director SJLOR
Title

2707 Transworld Dr
Address

Stockton, CA 95206

Wasson

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



MEMORANDUM OF UNDERSTANDING

SAN JOAQUIN COUNTY OFFICE OF EDUCATION and SOUTH WEST PARK ELEMENTARY SCHOOL

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and South West Park Elementary School, hereinafter referred to as "SWPE," is to provide SWPE with summer STEM opportunities for students at their facility.

The two parties, SJCOE and SWPE, mutually agree to the following terms and conditions:

I. SCOPE OF WORK

SJCOE STEM will perform the following services:

Host FabLab Field trips at South West Park Elementary School

Overall Goals:

To provide preparation and facilitation of fun standard based lessons. Kindergarteners can work with Dash and Dot robots as they learn about K-2 NGSS Standards for push and pull (K-PS2-1). 1st grade students can work on transmission of information with a dot robot (1-PS4-4). 2nd and 3rd graders can work together to make interactive land structures (2-ESS2-2) with Scratch and makey makey as they learn about different materials (conductors and insulators) (2-PS1-1). And 4th and 5th graders can work in Minecraft Education to design Rube Goldberg machines (4-PS3-4) and design a simulated lab (5-PS1-4). We'll, of course, also be learning the NGSS engineering standards and California Computer Science Standards in lessons throughout the month.

Specific Dates and Times

- Wednesday: June 9th, June 16th, June 23rd, June 30th – 2 -hour field trip
- Thursday/Friday: June 10th-11th, June 17-18, June 24-25 and July 1-2 -- 4 hour field trip

II. TERMS OF AGREEMENT

- a. This agreement will be in effect from May 12, 2021 – July 2, 2021.

III. COMPENSATION

- a. Professional Development Costs (which include preparation, travel, and materials):
- b. SWPE will pay SJCOE \$7,000.00.



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

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4800
www.sjcoe.org

IV. TERMINATION OF MEMORANDUM

- a. This agreement can be terminated by either party with 30 days advanced written notice.

V. CERTIFICATION OF NON-EMPLOYEE STATUS:

- a. SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as employee of South West Park Elementary School. South West Park Elementary School agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and employees of SJCOE against any and all claims, which may result from this agreement.
- b. San Joaquin County Office of Education agrees to make no claim against Banta Elementary School for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that SJCOE is not entitled to any such benefits.

Are you, any of your employees or sub contractors a CalSTRS or CalPERS retiree?

☐ Yes ☐ No

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS?

☐ Yes ☐ No

**SAN JOAQUIN COUNTY OFFICE OF
EDUCATION**

J. King Brown
King Brown, Div. Director of STEM

Date

Warren Sun
Warren Sun, Div. Director of Operations

Date

**SOUTH WEST PARK ELEMENTARY
SCHOOL**

Romona Soto Barajas
Romona Soto Barajas, Principal

Date

SAN JOAQUIN COUNTY OFFICE OF EDUCATION

F A B L A B

2911 Transworld Dr., Stockton, CA 95206

The FabLab is a high-tech classroom designed to help students learn NGSS Engineering Standards while mastering new skills from computer science to 3D design.

High Tech Equipment:

- 3D Printers
- Augmented Reality
- Virtual Reality
- Circuitry
- CNC Routers
- Laser Cutters
- Fun Inventions
- All grade level of Robots and Legos



Potenital Activities:

- Computer Aided Design
- Creative Coding Projects
- Engineering Challenges
- Scientific Exploration
- and more....

Field Trip Prices

Duration	1 Class	2 Classes
2-hour Field Trip	\$350	\$520
3-hour Field Trip	\$525	\$780
4-hour Field Trip	\$700	\$1,040
Full Day (9am-2:30pm)	\$875	\$1,300

Field trips can be scheduled Monday - Friday.

For more information:

Contact: Stephen Callahan
scallahan@sicoe.net
(209) 468-9247



SAN JOAQUIN COUNTY
OFFICE OF EDUCATION



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 11, 2021
SUBJECT: Approve Agreement for Contract Services for SJCOE Language & Literacy to provide 2 days of K-5 EL Summer School Planning Time at South/West Park Elementary

BACKGROUND: South/West Park School will be providing a Stem Academy this summer for K-5 EL students. It has been determined that the Stem Academy teachers would benefit from additional professional development training to create a designated ELD Stem Unit.

RATIONALE: In order to facilitate this, South/West Park School will contract with San Joaquin County Office of Education (SJCOE) Language & Literacy department to provide 2 days of summer school planning time. The South/West Park Stem Academy teachers will participate in Professional Development training to create a designated ELD + Stem Unit of Study for K-5 EL students. This Agenda Item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social and emotional potential.

FUNDING: The cost will be funded by site Title 1 funds in the amount of \$2,500.00

RECOMMENDATION: Approve Agreement for Contract Services for SJCOE Language & Literacy to provide 2 days of K-5 EL Summer School Planning Time at South/West Park Elementary.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide preparation and facilitation for 2 days of K-5 EL summer school planning time to create designated ELD + Stem Unit of Study by SJCOE Language & Literacy 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 Two (2) () [] HOURS [x] DAYS, under the terms of this agreement at the following location 500 W. Mt. Diablo, Tracy.

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

- a. District shall pay \$1,250.00 per [] HOUR [x] DAY [] FLAT RATE, not to exceed a total of \$\$2500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [x] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on May 18, 2021, and shall terminate on May 19, 2021.

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

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

Contractor agrees to hold harmless and to indemnify District for:


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

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

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

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

AGREED:



Contractor Signature Title

IRS Identification Number
Director, Language & Literacy

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

MEMORANDUM OF UNDERSTANDING

San Joaquin County Office of Education's Language & Literacy Department and Tracy Unified's South West Park Elementary School. Memorandum of Understanding, 2020-2021 School Year

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

Language & Literacy will provide South West Park with 2 days of K-5 EL summer school planning time to create designated ELD + Stem Unit of Study.

The agreed upon cost will be \$1,250 per day for a total of \$2,500.

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

CERTIFICATION OF NON-EMPLOYMENT STATUS:

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

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

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

Are you, any of your employees or subcontractors a California or federal contractor? ☐ Yes ☒ No

If yes, are they paid through a payroll company that reports to both CalSTRS and CalPERS? ☐ Yes ☒ No

Signatures of Authorized Representatives:

Karin Linn-Nieves
Director, Language & Literacy

Karin Linn-Nieves
San Joaquin County Office of
Education

4/2/21
Date

Warren Sun
Division Director, Operations

Warren Sun
San Joaquin County Office of
Education

4/5/21
Date

Superintendent or Designee

Ramona Soto
South West Park Elementary

4/6/21
Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 14, 2021
SUBJECT: Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
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BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Parham, Danielle, RSP Special Education	WHS	5/29/21	Personal
Grewal, Khushwinder Science Teacher	FES	5/28/21	Personal

BACKGROUND:

CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Harvey, Renaye, Math Teacher	FES	6/30/21	Personal

BACKGROUND:**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RETIREMENTS**NAME/TITLESITEEFFECTIVE
DATE**BACKGROUND:****CLASSIFIED RETIREMENTS**NAME/TITLESITEEFFECTIVE
DATEREASONAldana, Karen
School Supervision Assistant

Monte Vista

4/19/21

Personal

Garrett, Ashley
School Security Person II

MOT

5/28/21

Personal

Walsh, Sharon
Computer Software Technician

Jacobson

5/28/21

Personal

BACKGROUND:**CLASSIFIED RESIGNATION**NAME/TITLESITEEFFECTIVE
DATEREASONCarrera, Victoria
Bilingual Para Educator I

West High

4/25/21

Accepted H.S.
Attendance Clerk
position at West HighFlores, Jennifer
Elementary Attendance Clerk

Jacobson

6/30/21

Accepted Elementary
School Secretary
position at JacobsonKrebbs, Gerri
School Security Person I

MOT

4/30/21

Personal

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

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 29, 2021
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

MANAGEMENT/CLASSIFIED
CONFIDENTIAL

Flores, Jennifer

Elementary School Secretary
(Replacement)
Range 8 LMH, Step A - \$24.97 per hour
Jacobson
Funding: General Fund

BACKGROUND:

CERTIFICATED

BACKGROUND:

CLASSIFIED

Balmut, Jeanette

High School Attendance Secretary
(Replacement)
Range 31, Step B - \$19.17 per hour
8 hours per day
Funding: General Fund

Carrera, Victoria

High Attendance Clerk (Replacement)
West High
Range 26, Step E - \$19.59 per hour
8 hours per day
Funding: General Fund

Enriquez, Elizabeth	Bilingual Para Educator I (Replacement) West High Range 24, Step B - \$16.28 per hour 4 hours per day Funding: Targeted EL
Solomon, Sherilyn	K-8 Library Technician (Replacement) Williams Range 30, Step A - \$17.87 per hour 5 hours per day Funding: State Lottery
Zuniga, Esmeralda	Bilingual Para Educator I (Replacement) West High 5 hours per day Funding: Targeted EL

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 29, 2021
SUBJECT: Ratify the Hire of AVID College Tutors for the 2020-2021 School Year

BACKGROUND: Crysta Cross, Nora Yan, Sara De La Torre, and Teresa Martinez will be hired through an Agreement for Special Contract Services as AVID College Tutors by Tracy Unified School District for the time period of January 4, 2021 to May 21, 2021. In addition, under this agenda item, future AVID tutors for the 2020-2021 school year will be hired on Agreements for Special Contract Services in the event that the original tutors are unable to fulfill their contracts and/or additional tutors are needed.

RATIONALE: To be certified as an AVID school, each school must meet the AVID Essential Requirement #8: "A sufficient number of tutors must be available in AVID elective classes to facilitate student access to rigorous curriculum. Tutors should be students from colleges and universities, and they must be trained to implement the methodologies used in AVID." Hiring college tutors will meet this essential requirement.

This aligns with Tracy Unified School District's Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The tutors will be paid by the District and reimbursed from the AVID District Budget. Tutors will be paid at \$14.00 per hour. Each tutor will work the hours that he/she has been allotted per the individual contract. The total amount to be paid to the AVID tutors shall not exceed \$38,016, which has been reserved for this purpose in the AVID District Budget.

RECOMMENDATION: Ratify the Hire of AVID College Tutors for the 2020-2021 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Teresa Martinez, 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: Tutor AVID students in tutorial groups in the AVID classroom. Help AVID teachers with binder checks. Help students one on one when needed. Tutoring to take place at THS, KHS, WHS, MVMS, WMS, and GKES
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 240 () ☒ **HOURS** [] **DAYS**, under the terms of this agreement at the following location THS, KHS, WHS, MVMS, WMS, GKES
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 14.00 per ☒ **HOUR** [] **DAY** [] **FLAT RATE**, not to exceed a total of \$ 3,360. 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 \$ NA for the term of this agreement.
 - c. District shall make payment on a ☒ **MONTHLY PROGRESS BASIS** [] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on January 4, 2021, and shall terminate on May 21, 2021.
5. This agreement may be terminated at any time during the term by either party upon 10 days' written notice.
6. Contractor shall contact the District's designee, David Brown, at (209) 832-6600 ext. 4123 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

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.

8. 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.
9. 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.
10. 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.

AGREED:

Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

Department/Site Approval

Budget Approval

Date Approved by the Board

TRACY UNIFIED SCHOOL DISTRICT

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 Crysta Cross, 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: Tutor AVID students in tutorial groups in the AVID classroom. Help AVID teachers with binder checks. Help students one on one when needed. Tutoring to take place at THS, KHS, WHS, MVMS, WMS, and GKES
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 240 () ☒ **HOURS** [] **DAYS**, under the terms of this agreement at the following location THS,KHS,WHS,MVMS,WMS,GKES
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 14.00 per ☒ **HOUR** [] **DAY** [] **FLAT RATE**, not to exceed a total of \$ 3,360. 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 \$ NA for the term of this agreement.
 - c. District shall make payment on a ☒ **MONTHLY PROGRESS BASIS** [] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on January 4, 2021, and shall terminate on May 21, 2021.
5. This agreement may be terminated at any time during the term by either party upon 10 days' written notice.
6. Contractor shall contact the District's designee, David Brown, at (209) 832-6600 ext. 4123 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

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.

8. 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.
9. 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.
10. 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.

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Nora Yan, 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: Tutor AVID students in tutorial groups in the AVID classroom. Help AVID teachers with binder checks. Help students one on one when needed. Tutoring to take place at THS, KHS, WHS, MVMS, WMS, and GKES
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 240 () ☒ **HOURS** [] **DAYS**, under the terms of this agreement at the following location THS,KHS,WHS,MVMS,WMS,GKES
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 - a. District shall pay \$ 14.00 per ☒ **HOUR** [] **DAY** [] **FLAT RATE**, not to exceed a total of \$ 3,360. 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 \$ NA for the term of this agreement.
 - c. District shall make payment on a ☒ **MONTHLY PROGRESS BASIS** [] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on January 4, 2021, and shall terminate on May 21, 2021.
5. This agreement may be terminated at any time during the term by either party upon 10 days' written notice.
6. Contractor shall contact the District's designee, David Brown, at (209) 832-6600 ext. 4123 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

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.

8. 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.
9. 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.
10. 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.

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Sara De La Torre, 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: Tutor AVID students in tutorial groups in the AVID classroom. Help AVID teachers with binder checks. Help students one on one when needed. Tutoring to take place at THS, KHS, WHS, MVMS, WMS, and GKES
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 240 () ☒ **HOURS** [] **DAYS**, under the terms of this agreement at the following location THS, KHS, WHS, MVMS, WMS, GKES
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 14.00 per ☒ **HOUR** [] **DAY** [] **FLAT RATE**, not to exceed a total of \$ 3,360. 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 \$ NA for the term of this agreement.
 - c. District shall make payment on a ☒ **MONTHLY PROGRESS BASIS** [] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on January 4, 2021, and shall terminate on May 21, 2021.
5. This agreement may be terminated at any time during the term by either party upon 10 days' written notice.
6. Contractor shall contact the District's designee, David Brown, at (209) 832-6600 ext. 4123 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

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.

8. 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.
9. 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.
10. 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.

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: April 21, 2021
SUBJECT: **Authorize the Director of Transportation to Purchase Six (6) Twenty-Four Passenger Buses to Accommodate Additional Special Education Students**

BACKGROUND: Tracy Unified School District will experience an increase in special education students in the upcoming 2021-2022 school year due to six special education classes being added which will allow our district to expand services for our special needs students. Two (2) classes are being added at Poet Christian School, two (2) classes are being added at North School and (1) class is being added to Freiler School. In addition, the County Program is adding a Young Adult Program to our District Boundaries to service the Tracy Unified School District students who are in the County Program. The added classes will increase our need for mandated services for transportation.

RATIONALE: To ensure the District has adequate equipment to provide these mandated services, TUSD must purchase six (6) additional buses for the new classes. The estimated cost is \$495,000.00. Fuel and maintenance for the new routes would be approximately \$30,000.00 per year per vehicle based on current fuel prices.

FUNDING: The total one-time cost of six (6) buses will not exceed \$495,000.00 to be paid from the unrestricted ending balance of the General Fund. The total on-going cost is approximately \$30,000.00 per vehicle, which will increase the encroachment of the special education transportation program.

RECOMMENDATION: Authorize the Director of Maintenance, Operations and Transportation to Purchase Six (6) Twenty-Four Passenger School Buses to Accommodate Additional Special Education Students.

Prepared by: Anthony Flores, Director of Maintenance, Operations, and Transportation.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: April 21, 2021
SUBJECT: **Adopt Resolution No. 20-19 Authorizing Temporary Loans Between Funds for the 2021/22 School Year**

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

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

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

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

RECOMMENDATION: Adopt Resolution No. 20-19 Authorizing Temporary Loans between Funds for the 2021/22 School Year.

Prepared by: Reed Call, Director, Financial Services.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 20-19**

**Authorizing the District to Temporarily Transfer Moneys Between Funds and Accounts
as Allowed Under Education Code Section 42603**

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Tracy Unified School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for the fiscal year 2021/22 to temporarily transfer funds between any and all funds provided that all transfers are approved by the Superintendent or his designee:

PASSED AND ADOPTED this 11th day of May 2021, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: April 21, 2021
SUBJECT: Receive Report on Actuarial Study of Post Employment Benefits in Support of Governmental Accounting Standards Board Statement 75

BACKGROUND: In June 2015, the Governmental Accounting Standards Board (GASB) issued Statement Number 75, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, which addressed how state and local governments should account for and report their costs and obligations related to postemployment healthcare and other nonpension benefits. Collectively, these benefits are commonly referred to as Other Postemployment Benefits (OPEB), and the statement is commonly referred to as “GASB 45.”

The GASB is the independent, not-for-profit organization formed in 1984 that establishes and improves financial accounting and reporting standards for state and local governments. Its seven members are drawn from the Board's diverse constituency, including preparers and auditors of government financial statements, users of those statements and members of the academic community.

GASB Statement 45 provided regulations for Accounting and Financial Reporting by Employers for Post-Employment Benefits Other than Pensions, and was issued in 2004. Although GASB had issued previous statements about OPEBs, namely GASB 25 and 27, GASB 45 resulted in significant changes to the reporting requirements for governmental agencies. In 2012, Statements 67 and 68 amended GASB Statements 25 and 27. GASB has now released Statement 75, a 300 page document to further outline and expand upon the requirements required from earlier statements. In addition, Statement 73 (128 pages), Statement 74 (108 pages), complete the reporting regulations that apply to OPEB. The GASB website in their June 20, 2015 News release states, “the new OPEB standards parallel the pension standards issued in 2012 GASB Statement No. 67, Financial Reporting for Pension Plans, and GASB Statement No. 68, Accounting and Financial Reporting for Pension. Together, the pension and OPEB standards provide consistent and comprehensive guidance for all post-employment benefits. “

The package of regulations (GASB 67, 68, 73, 74, 75) regulate how state and local governments calculate and report on financial statements, the costs associated with defined benefit OPEB plans.

- Government employers that do not prefund OPEB obligations will have to record a gross OPEB liability, while those that fund their OPEB plans through a trust that meets the specified criteria will have to record a net OPEB liability in their accrual-basis financial statements based on the plan fiduciary net position rather than plan funding.
- The new standard will make a government's obligations more transparent, and many governments will likely report a much larger liability.
- There are varying reporting requirements depending on whether the OPEB plan is administered through a trust that meets the following criteria:
 - Contributions from employers and non-employer entities contributing to the plan and earnings on those contributions are irrevocable.
 - OPEB assets are dedicated to providing OPEB to plan members in accordance with the benefit terms.
 - OPEB plan assets are legally protected from the creditors of employers, non-employer contributing entities, the OPEB plan administrator and plan members.
- OPEB benefits that are not provided through a trust are subject to the requirements in GASB Statement 68 and Statement 73 and 75.
- GASB does not require Governments to Fund OPEB (Technical Line, July 22, 2015)

Governmental employers that provide OPEB may choose how they wish to pay for the OPEB obligations. The GASB requirements then define based on those choices how the obligations are reported on financial statements. The options available include the following:

1. Pay As You Go
 - a. Current Practice (Note: But, we have begun to combine pay as you go with an informal prefund model)
 - b. Is legal
 - c. Not necessarily prudent
 - d. Liability rises over time
 - e. Liability never goes away
2. Prefund Informal
 - a. Revocable
 - b. Local District Fund
 - c. No Contribution Plan
 - d. Pay when dollars are available
 - e. Investment earnings is typically significantly lower over the long term and restricted to portfolio of investments by the County Treasurer
 - f. Minimizes future cost impacts
 - g. Provides future financial flexibility
 - h. Spreads the obligation over many years
 - i. Demonstrates prudent financial practices
 - j. Does not reduce Overall Liability

3. Prefund Formal

- a. Irrevocable Trust
- b. Administered by a third party
- c. Pay As You Go plus some Defined Funding Plan
- d. Typical amortization is 30 years
- e. Minimizes future cost impacts
- f. Provides future financial flexibility
- g. Spreads the obligation over many years
- h. Demonstrates prudent financial practices
- i. Provides greater investment flexibility
- j. Higher rate of return on investment
- k. Reduces Overall Liability

The Governmental Finance Officers Association (GFOA) recommends creating a qualified trust fund to prefund OPEB obligations. The GFOA also recommends that if an individual trust is created, consultation with legal counsel is necessary to ensure that the trust is established and administered properly.

RATIONALE: The first step in preparing to implement GASB 75 is to conduct an actuarial study. Total Compensation Systems, Inc. is a health actuarial consulting firm specializing in California public school employers. Their services have been utilized by the San Joaquin County Office of Education, who recommended them to TUSD.

FUNDING: None.

RECOMMENDATION: Receive Actuarial Study of Post Employment Benefits in Support of Governmental Accounting Standards Board Statement 75.

PREPARED BY: S. Reed Call, Director of Financial Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: April 14, 2021
SUBJECT: Approve the Fiscal Year 2019-20 Annual Financial Audit

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

RATIONALE: The audit for the 2019-20 fiscal year is complete and will be presented to the governing board for approval. The audit document represents the results of work completed in accordance with GASB Statement Number 34. The financial report states that in the auditor's independent opinion, the district's records represent fairly, in all material respects, the financial position of the Tracy Unified School District at June 30, 2020.

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

FUNDING: This report generates no cost.

RECOMMENDATION: Approve the Fiscal Year 2019-20 Annual Financial Audit.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 5, 2021
SUBJECT: **Consider the Waiver for all Student Book Fines for the 2020-2021 School Year**

BACKGROUND: The impact of school closures in the 2019-2020 school year led to increased numbers of unreturned instructional materials in the Spring of 2020, worth \$376,232. In compliance with Ed Code, TUSD can charge replacement costs for books not returned and late fees for books returned after the due date set by the district. During the 2020-21 school year, TUSD has communicated with students and families in person, by email and by messages regarding replacement costs and fines for late and/ or damaged student books to encourage returns. TUSD has \$124,600 of unrecovered books from the Spring 2020 term.

In the 2020-2021 school year, returns so far have shown more damage and TUSD can expect to experience at least the same amount in losses and damage as sustained in 2019-2020, that is, another \$376,000.

RATIONALE: The consideration of waiving student book fees for the 2020-21 school year will impact the district budget in the estimated amount of at least \$376,000. In addition, any fines already collected during the 2020-21 school year, for losses from March 2020 to date, will have to be reimbursed to families, further impacting the district budget and incur costs for personnel to carry out the process. Aside from the impact on the district budget, this may set a precedent for students not returning books; replacement materials must be purchased in the summer to insure access to core curriculum materials and library collections. In the future this could have ongoing cost implications to the district budget. Having replacement books purchased, delivered, and processed to be ready on the first day of school will be difficult and impact TUSD's compliance with the Williams legislation.

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

FUNDING: The total cost to waive student book fees for the period of school closures in the 2019-2020 and 2020-2021 school years is expected to be over \$600,000 and will be paid by LCFF Funds.

RECOMMENDATION: Consider the Waiver for all Student Book Fines for the 2020-2021 School Year.

Prepared by: Julianna Stocking, Associate Superintendent of Educational Services.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 5, 2021
SUBJECT: **Approve and Allow Seniors that are within 20 credits or less of the TUSD High School Diploma Requirement to Participate in the 2021 Graduation Ceremony**

BACKGROUND: Due to COVID-19, Tracy Unified School District, like many districts across the nation and the globe, began the 2020-2021 school year in a distance learning instructional model. The impact of school closures has demonstrated increased failure rates across the county prompting the discussion around the required number for credits for the graduation class of 2021 to earn a High School Diploma. Currently, TUSD Comprehensive High Schools require 220 credits and the Continuation High School requires 185 credits to earn a diploma.

RATIONALE: Due to the impacts of school closure, student failure rates have increased to double the rate of past years. TUSD will continue with the current Comprehensive High School and Continuation High School Credit requirements to earn a Diploma for the 2020-2021 school year. TUSD will continue providing Credit Recovery options to include: Credit Recovery classes during the 2020-21 school year, Adult School, and Summer School Credit Recovery. With the continued credit recovery options, seniors who are credit deficient will have the opportunity to make up credits in summer school and seniors 20 credits deficient or less will be allowed to participate in the graduation ceremony, and still be responsible to make up the remaining credits to receive a diploma upon completion directly following the end of summer school.

This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: This action is no cost to the district.

RECOMMENDATION: Approve and Allow Seniors that are within 20 credits or less of the TUSD High School Diploma Requirement to Participate in the 2021 Graduation Ceremony.

Prepared by: Julianna Stocking, Associate Superintendent of Educational Services.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 28, 2021
SUBJECT: Adopt the District's Initial Bargaining Proposal for the California School Employees Association for the 2021-2022 School Year

BACKGROUND: The current three-year contract between the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD) expires on June 30, 2021. The articles below will be negotiated for the re-opener agreement during 2021-2022 school year.

RATIONALE: The District chooses to open the following Articles:

- Article VI - Organizational Security
- Article VIII - Pay and Allowances
- Article X - Fringe Benefits
- Article XI – Hours and Overtime

This agenda item meets 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: N/A

RECOMMENDATION: Adopt the District's Initial Bargaining Proposal for the California School Employees Association for the 2021-2022 School Year.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 29, 2021
SUBJECT: Approve Superintendent's Contract

BACKGROUND: Dr. Stephens announced that he intends to retire at the end of June, 2022. The school board interviewed Dr. Rob Pecot at the April 27, 2021, board meeting and selected him to be the next superintendent.

RATIONALE: Dr. Pecot will become superintendent as of July 1, 2022. The attached contract identifies the terms and conditions of his employment.

FUNDING: General Fund.

RECOMMENDATION: Approve Superintendent's Contract.

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

EMPLOYMENT AGREEMENT FOR SUPERINTENDENT

A. PREAMBLE

THIS AGREEMENT was entered into as of the 11th day of May, 2021, between the Governing Board ("BOARD") of and on behalf of the TRACY UNIFIED SCHOOL DISTRICT (hereafter "the DISTRICT"), through its Board of Trustees, and Rob Pecot, the Superintendent ("SUPERINTENDENT"). The parties hereby agree as follows:

B. TERM

IT IS HEREBY AGREED by and between the BOARD and SUPERINTENDENT that the BOARD does hereby employ Rob Pecot as SUPERINTENDENT for the DISTRICT from July 1, 2022 through June 30, 2025. Both parties agree that said employee shall perform the duties of the SUPERINTENDENT to and for the DISTRICT as prescribed by the laws of the State of California and by the rules and regulations made hereunder by the BOARD, consistent with the laws of the State of California. This Agreement shall be extended in open session of a regular Board meeting for an additional year, if the SUPERINTENDENT receives an overall rating of satisfactory in the annual Superintendent evaluation described in Section E. Performance Objectives and Evaluation below. At no time shall the extension of this Agreement create a term of more than four years.

The SUPERINTENDENT shall be given notice no later than May 16, 2025, if it is the intent of the DISTRICT to not employ him as SUPERINTENDENT after June 30, 2025. Termination of this Agreement requires a majority vote of the BOARD.

C. DUTIES

1. The SUPERINTENDENT shall perform the duties of SUPERINTENDENT as prescribed under the SUPERINTENDENT'S job description, California law and Board policy and act as the chief executive officer. All powers and duties shall be executed in accordance with DISTRICT policy and the rules and regulations of the State Board of Education.
2. The SUPERINTENDENT shall serve as SUPERINTENDENT of the DISTRICT. The BOARD may from time to time direct the SUPERINTENDENT to perform certain additional duties related to the schools.
3. It is agreed that the SUPERINTENDENT shall furnish, throughout the life of this Agreement, a valid and appropriate certificate to act as SUPERINTENDENT, issued by the State of California as directed by the BOARD, and that the SUPERINTENDENT hereby agrees to devote his time, skills, labor, and attention to said employment during the term of this Agreement.

D. SUPERINTENDENT AND BOARD RESPONSIBILITIES

1. The BOARD has primary responsibility for formulating and adopting DISTRICT policies and all other duties consistent with State law. The SUPERINTENDENT is the chief executive officer of the Board and has the primary responsibility for execution of Board policy. The parties agree to cooperate fully and to assist each other in satisfying these responsibilities. Further, the BOARD, agrees to work cooperatively to assist the SUPERINTENDENT in satisfying these responsibilities, and agrees to participate and support activities, workshops, training, and other similar development activities recommended to build positive working relationships and the general capacity of the BOARD to perform their duties.

2. Subject to the BOARD's approval, and consistent with the laws of the State, the written policies of the DISTRICT and the rules and regulations of the State Board of Education, the SUPERINTENDENT shall have the ultimate authority and responsibility for the total administration of the DISTRICT, including, but not limited to: the organization, reorganization, and arrangement of the administrative and supervisory staff, which in his judgment best serves the DISTRICT; the administration of the instructional and business services of the DISTRICT; the selection of personnel recommended for employment; the placement, assignment, and transfer of personnel; the evaluation and discipline of DISTRICT employees; the placement and discipline of students; and the student of all criticism, complaints, and suggestions referred to the SUPERINTENDENT by the BOARD and to make appropriate recommendations to the BOARD regarding said referrals.

E. PERFORMANCE OBJECTIVES AND EVALUATION

The SUPERINTENDENT shall be evaluated annually to provide him with written information concerning his performance. These evaluations shall be presented to the SUPERINTENDENT no later than May 1st. The BOARD shall review their evaluation with the SUPERINTENDENT. The format of the evaluation shall be jointly developed by the SUPERINTENDENT and the BOARD. The following terms and conditions will be followed in the evaluation process.

1. On or before September 15th of this year, the BOARD shall meet to establish the SUPERINTENDENT'S performance objectives for the year. On or prior to July 30th of each succeeding school year, the parties shall meet to establish performance objectives for the next succeeding school year. Performance objectives shall be reduced to writing and shall be based upon the duties and responsibilities set forth in this agreement, and any other criteria mutually agreed upon by the parties.

2. The performance objectives shall be the basis for evaluation of the SUPERINTENDENT as hereinafter provided.

3. The SUPERINTENDENT shall submit to the BOARD, on or before July 1st of each year, an annual report analyzing the progress of the DISTRICT and his evaluation of his services as SUPERINTENDENT for the previous school year.

F. TERMINATION OF AGREEMENT

This EMPLOYMENT AGREEMENT may be terminated prior to its normal expiration by:

1. Failure by SUPERINTENDENT to maintain an appropriate California Administrative Credential.
2. Mutual agreement of the parties.
3. Death of SUPERINTENDENT.
4. Retirement of SUPERINTENDENT.
5. Resignation of SUPERINTENDENT.
6. Non-Renewal of Agreement by BOARD.

The BOARD may elect not to renew this Agreement upon its expiration by providing written notice to the SUPERINTENDENT in accordance with Education Code section 35031 (currently 45 days' prior notice) or other applicable provisions of law.

7. Unilateral termination.

The BOARD, within its discretion, may terminate this Agreement without cause at any time upon written notice to the SUPERINTENDENT. In the event this Agreement is terminated without cause, the SUPERINTENDENT shall receive a maximum cash severance payment equal to the monthly salary of the SUPERINTENDENT multiplied by twelve (12) months, or the number of months left on the unexpired term of this agreement, whichever is the lesser amount. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until the SUPERINTENDENT finds other employment, whichever comes first. This provision is required by Government Code section 53260 and shall be implemented consistent with that law. This severance payment shall be payable in accordance with the DISTRICT's regular payroll cycle or, at the BOARD's discretion, in a lump sum. This severance payment shall be provided to the SUPERINTENDENT only if (1) the SUPERINTENDENT executes a separation agreement prepared by the BOARD which includes a full general release of any and all claims, including all those known or unknown, against the BOARD and its individual members, all officers, all employees and all agents arising out of or in any way related to the

SUPERINTENDENT's employment or termination of employment with the DISTRICT; and (2) the SUPERINTENDENT agrees to cooperate fully with the BOARD in the transition of his duties and comply with all DISTRICT policies and procedures. All other obligations to the SUPERINTENDENT under this Agreement shall be automatically terminated and completely extinguished. In accordance with Government Code section 53243.3, any severance payment to the SUPERINTENDENT shall be fully reimbursed to the DISTRICT if the SUPERINTENDENT is convicted of any crime involving an abuse of his office or position with the DISTRICT as defined by applicable law.

The intent of this provision is solely to satisfy the requirements in Government Code sections 53260-53264, and shall be interpreted consistently with these statutes.

8. Discharge for Cause.

In the event of discharge for cause, which shall be defined as conduct which is seriously prejudicial to the DISTRICT, this AGREEMENT may be terminated. This shall include, but is not limited to, unprofessional conduct, incompetency, neglect of duty, or breach of contract. Should the BOARD elect to terminate this AGREEMENT prior to its expiration pursuant to this section, the BOARD shall notify SUPERINTENDENT in writing. Upon request, the BOARD shall serve upon SUPERINTENDENT a reasonably detailed statement of charges. SUPERINTENDENT will be afforded an opportunity for a hearing which shall include the right to be represented by counsel and the right to call witnesses. If SUPERINTENDENT chooses to be accompanied by legal counsel at such hearing, SUPERINTENDENT shall bear any costs therein involved. Such hearing shall be conducted in closed session by the Board. SUPERINTENDENT shall be provided a written decision describing the results of the hearing within ten (10) days following such hearing.

G. SEEKING OTHER EMPLOYMENT

Should the SUPERINTENDENT seek other employment during the term of this Agreement, or any extension thereof, SUPERINTENDENT shall notify the BOARD of his intention to seek other employment no later than the date he submits a written application for other employment, or accepts an appointment for an oral interview, whichever occurs first. Failure to provide the BOARD with such notice shall constitute a material breach of this Agreement. If at any time the SUPERINTENDENT fails to perform his duties and obligations to DISTRICT to the satisfaction of the majority of the BOARD during SUPERINTENDENT's search for other employment, such failure shall constitute a material breach of this Agreement, and the BOARD may, upon majority vote, exercise any remedy provided for by law including, but not limited to, modification or termination for cause of this Agreement. In consideration for this Agreement, SUPERINTENDENT hereby agrees to withdraw any pending written applications or

appointments for oral interviews, and shall not consider any other employment considered or entertained prior to the time of execution of this Agreement.

H. SALARY

1. The SUPERINTENDENT's salary shall be \$217,252 per annum under this Agreement, payable in equal monthly payments, commencing July 1, 2022.
2. The BOARD shall consider adjustments in the SUPERINTENDENT'S salary annually on or before July 1st of the fiscal year preceding the fiscal year in which the new salary will take effect. If the SUPERINTENDENT receives a "satisfactory" evaluation, the SUPERINTENDENT shall receive the same raise as the certificated and classified employees have received. However, the BOARD hereby retains the right to adjust the annual salary of the SUPERINTENDENT at any time during the term of this Agreement. Any adjustments in salary made during the life of this Agreement shall be in the form of a written amendment hereto, be approved by the Board in Open Session, and shall become part of this Agreement. It is provided, however, that by so doing it shall not be considered that the BOARD has entered into a new Agreement with the SUPERINTENDENT, nor that the termination date of the existing Agreement has been extended.
3. The SUPERINTENDENT shall receive a yearly Master's degree stipend and a yearly Doctoral degree stipend that equals the amount listed on the current Administrative Salary Schedule.
4. The SUPERINTENDENT's salary shall be based upon 225 work days for performing the duties provided in this Agreement. It is agreed that the daily rate of pay be computed by dividing the current base salary by 225.

I. FRINGE BENEFITS

1. The SUPERINTENDENT shall, in addition to salary, receive all of the fringe benefits of employment, including, but not limited to, a Health Benefit contribution of \$9,732 per year, which are granted to the DISTRICT'S certificated management employees, according to salary level or other basis provided by the BOARD in connection with such benefits, except as otherwise set forth in this Agreement.
2. The BOARD shall pay or reimburse the SUPERINTENDENT for annual professional association dues in the Association of California School Administrators (ACSA) and other professional organizations approved by the Board.
3. The DISTRICT shall pay or reimburse the SUPERINTENDENT for dues and/or membership fees required by the Chamber of Commerce or other civic groups that the BOARD requests SUPERINTENDENT to join.
4. The SUPERINTENDENT does hereby agree to have an annual comprehensive medical examination, at the DISTRICT'S expense. If requested by the BOARD, the SUPERINTENDENT agrees to provide the BOARD a physician's statement of health; such information shall be treated as confidential information by the BOARD.

5. The DISTRICT shall provide a cell phone for the SUPERINTENDENT'S use.
6. The DISTRICT will provide health benefits at DISTRICT expense to the SUPERINTENDENT upon retirement and prior to age sixty-five (65). Benefits provided by the DISTRICT will terminate at death or at the end of the month in which the retiree becomes sixty-five (65), whichever occurs first. The DISTRICT shall contribute the same amount to the insurance provider as it contributes for active certificated management members.

When the SUPERINTENDENT reaches the age of sixty-five (65), the DISTRICT will allow the retired SUPERINTENDENT and his spouse to pay the full cost of health premiums until the SUPERINTENDENT'S death, if permitted by the DISTRICT'S health benefits carrier and if the DISTRICT incurs no additional expenses.

J. EXPENSE REIMBURSEMENT

1. The SUPERINTENDENT shall receive five hundred (500) dollars per month for the use of his personal vehicle to cover the expenses for an automobile, maintenance and upkeep.
2. The SUPERINTENDENT shall receive an expense account in the amount of five hundred (500) dollars per month for incidental DISTRICT expenses.
3. The SUPERINTENDENT shall attend appropriate business and professional meetings at local, state, and national levels. The SUPERINTENDENT shall give the BOARD advance notice of business and professional meetings conducted outside of California. Expenses of travel and attendance at out-of-county activities shall be paid in advance by the DISTRICT, or where appropriate reimbursed upon the submission of proper receipts from the SUPERINTENDENT.

K. VACATION AND SICK LEAVE

1. The SUPERINTENDENT shall receive twenty-two (22) days of paid vacation credit per school year. It is expressly agreed by the parties that up to ten (10) days of unused vacation credit may be accumulated each school year. The SUPERINTENDENT may choose to either carry this unused vacation credit over to the next school year or to be compensated for it at the SUPERINTENDENT'S daily rate of compensation. Upon termination or expiration of this Agreement, the SUPERINTENDENT shall be entitled to compensation for unused and accrued vacation days at the then current salary rate.
2. The SUPERINTENDENT shall earn twelve (12) days of sick leave per school year which may be accumulated and carried over for succeeding school years. Earned sick leave shall be cumulative as provided by State law and Board policy. The DISTRICT shall not be obligated to compensate the SUPERINTENDENT for accrued sick leave at the

time of termination of this Agreement. All unused accumulated sick leave may, at the option of the SUPERINTENDENT, be transferred to a new employer as provided by law.

3. The SUPERINTENDENT shall be entitled to other authorized leaves and holidays not specifically addressed in this Agreement on an equivalent basis to all other similar management personnel.

L. LEGAL TERMS

This Agreement shall be governed by the laws of the State of California.

Integration. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.

Severability. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

Modification. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing, ratified in an open session board meeting and signed by both parties.

Construction of Agreement. This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

Headings. The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

Assignment. Since this Agreement is for the employment of SUPERINTENDENT and SUPERINTENDENT's specific knowledge and talents, both parties acknowledge that neither party shall assign this Agreement or any interest therein. Any such attempt to assign this Agreement is null, void and of no effect.

M. REVIEW OF AGREEMENT

Each year at the time of the annual evaluation, the parties shall meet to review the entire Agreement and mutually consider provided extensions, modifications or additions.

N. SIGNATORY CLAUSE

This Agreement includes and is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education of California, and the rules and regulations of the BOARD. This Agreement shall be ratified in an open session Regular Board meeting. But may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first written above.

_____	Date Signed: _____
_____	Date Signed: _____