

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**

**DATE: TUESDAY, AUGUST 27, 2019**

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

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

**A G E N D A**

- |           |   |                |
|-----------|---|----------------|
| <b>1.</b> | <b>Call to Order</b>  | <b>Pg. No.</b> |
| <b>2.</b> | <b>Roll Call – Establish Quorum</b><br>Board: S. Abercrombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, J. Silcox, L. Souza<br>Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry   |                |
| <b>3.</b> | <b>Closed Session:</b> Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.<br><b>3.1 Administrative &amp; Business Services:</b> None.<br><br><b>3.2 Educational Services:</b><br><b>3.2.1</b> Application for Reinstatement – AR#19-20/#7<br><b>Action:</b> Motion___; Second___ <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.2.2</b> PE Exemptions: North #10334071<br><b>Action:</b> Motion___; Second___ <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><br><b>3.3 Human Resources:</b><br><b>3.3.1</b> Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 331, Pursuant to Article XXIII<br><b>Action:</b> Motion___; Second___ <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.3.2</b> Release Probationary Classified Employees #UCL-332 Para Educator I Special Education<br><b>Action:</b> Motion___; Second___ <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.3.3</b> Consider Public Employee/Employment/Discipline/Dismissal/Release<br><b>Action:</b> Motion___; Second___ <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.3.4</b> Conference with Labor Negotiator<br>Agency Negotiator: Tammy Jalique<br>Associate Superintendent of Human Resources<br>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 Application for Reinstatement – AR#19-20/#7

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

**6b** Report Out of Action Taken on PE Exemptions: North #10334071

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

**6c** Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL- 331, Pursuant to Article XXIII

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

**6d** Report Out of Action Release Probationary Classified Employees #UCL-332  
Para Educator I Special Education

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

**7. Approve Regular Minutes of August 13, 2019.**

**1-5**

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

**8. Student Representative Reports:: Kimball High:** Gabriel Coronado; **Tracy High:** Sophia Alejandre; **West High:** Briana Mendez and Alexis Villela

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

**9.1** Bohn 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.

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

**12. PUBLIC HEARING:** None.

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

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

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

**13.1** **Administrative & Business Services:**

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

**6-7**

- 13.1.2** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **8-9**
- 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 **10**
- 13.1.4** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year **11-12**
- 13.1.5** Approve Entertainment, Assembly, Service, Business and Food Vendors **13-21**

**13.2 Educational Services:**

- 13.2.1** Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt to Provide a 1 day Training on October 7, 2019 on the Newly Adopted World History Instructional Materials for Tenth Grade History-Social Science Teachers **22-25**
- 13.2.2** Approve Out of State Travel for Educational Services Staff to Attend the Learning Forward Annual Conference in St. Louis, Missouri on December 6-11, 2019 **26**

**13.3 Human Resources:**

- 13.3.1** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment **27-28**
- 13.3.2** Approve Classified, Certificated, and/or Management Employment **29-31**

**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:** None.

**14.2 Educational Services:** None.

**14.3 Human Resources:**

- 14.3.1** Acknowledge Administrative Regulations 4127 and 4227 to Be Compliant with Legislation Requirements (Second Reading) **32-45**
- Action:** Motion\_\_; Second\_\_. **Vote:** Yes\_\_; No\_\_; Absent\_\_; Abstain\_\_
- 14.3.2** Approve Intern Agreement With CalState TEACH **46-52**
- Action:** Motion\_\_; Second\_\_. **Vote:** Yes\_\_; No\_\_; Absent\_\_; Abstain\_\_
- 14.3.3** Approve Declaration for a Provisional Internship Permit **53-54**
- Action:** Motion\_\_; Second\_\_. **Vote:** Yes\_\_; No\_\_; Absent\_\_; Abstain\_\_
- 14.3.4** Approve Revised Job Description for Coordinator of Prevention Services **55-58**
- Action:** Motion\_\_; Second\_\_. **Vote:** Yes\_\_; No\_\_; Absent\_\_; Abstain\_\_
- 14.3.5** Approve Student Teaching Agreement With CalState TEACH **59-64**
- Action:** Motion\_\_; Second\_\_. **Vote:** Yes\_\_; No\_\_; Absent\_\_; Abstain\_\_
- 14.3.6** Approve Variable Term Waiver for Special Education Teacher – Added Authorization in Special Education (AASE); Autism Spectrum **65-66**
- Action:** Motion\_\_; Second\_\_. **Vote:** Yes\_\_; No\_\_; Absent\_\_; Abstain\_\_

**14.3.7** Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2020-2021 School Year **67**

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

**14.3.8** Receive the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2020-2021 School Year and Submit it for Negotiations, Pending Public Input **68**

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

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

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

**17. Board Meeting Calendar:**

**17.1** September 10, 2019

**17.2** September 24, 2019

**17.3** October 8, 2019

**17.4** October 22, 2019

**18. Upcoming Events:**

**18.1** September 2, 2019: No School, Labor Day

**18.2** October 21, 2019: No School, Parent/Teacher Conferences

**18.3** November 11, 2019: No School: Veterans Day

**18.4** November 25-29, 2019: No School: Thanksgiving Week Break

**18.5** December 23, 2019 - January 3, 2020: No School: Winter Break

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

**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, August 13, 2019**

- 6:30 PM:** 1-3. President Abercrombie called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: A. Alexander, J. Costa, S. Kaur, B. Pekari, J. Silcox, L. Souza  
Absent: S. Abercrombie  
Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall, B. Etcheverry
- 7:03 PM** 5. Vice-President Pekari called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Report Out of Action Taken on Application for Reinstatement –  
AR#19-20/#5, #19-20/#6  
**Action:** **Vote:** Yes-6; No-0; Absent-1(Abercrombie)  
6b Report Out of Action Taken on Approve Resignation Agreement and  
Release of All Claims #UCL 330  
**Action:** **Vote:** Yes-6; No-0; Absent-1(Abercrombie)
- Minutes:** **Approve Regular Minutes of June 25, 2019**  
**Action:** Souza, Costa. **Vote:** Yes-6; No-0; Absent-1(Abercrombie)
- Employees Present:** A. Aceves, J. Nott, K. R. Riddle, J. Noll, J. Stocking, C. Crone, C. Munger, K. Smith, C. Johnston, T. Rucker, K. Felisberto
- Press:** None.
- Visitors Present:** D. Lockard, F. Salami, P. Mohan, K. Singh, P. McLean
- Student Rep Reports:** None.
- Recognition & Presentations:** 9.1 Jacqui Nott, TEA Executive Board Introductions  
  
TEA President, Jacqui Nott, introduced the TEA executive board. She wished Dr. Goodall a great school year and congratulated him on his retirement at the end of the school year. Each TEA board member introduced themselves: Tandi Rucker, Cherie Johnston, Miyoko Masuda, Lisa Mendez, Chris Munger and Julie Wimberley. They thanked the board for everything they do and are looking forward to a great year.

## 9.2 High School Students Presentation

A group of high school students led by Foluke Salami spoke about the food waste in America and the amount contributed by public schools. Climate change is a threat and they gave several examples of how to help this issue. They want to get rid of Styrofoam trays and have compostable trays, have shared food tables and designate trash bins for composting. They also proposed having refillable water stations and use reusable bottles. They feel that TUSD can do a lot to help this movement. Dr. Stephens would like to schedule a meeting to speak with them.

### Information & Discussion Items:

10.1      **Administrative & Business Services:** None.

### Hearing of Delegations

11. None.

### 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:** Costa, Kaur. **Vote:** Yes-6; No-0. Absent-1(Abercrombie)
- 13.1      **Administrative & Business Services:**
- 13.1.1      Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.2      Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District
- 13.1.3      Approve Out of State Travel for Driver Trainer/Dispatch and Bus Mechanic to Attend the School Transportation News (STN) Expo in Reno, NV on July 26-31, 2019
- 13.1.4      Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year
- 13.1.5      Approve 2019-2020 Designation of CIF Representatives to League
- 13.2      **Educational Services:**
- 13.2.1      Ratify Agreement between Tracy Unified School District and California State University, Stanislaus for the Great Valley Writing Project to Provide Professional Development to grade 4-8 ELA Teachers and Paraprofessionals for the 2019-2020 School Year at North School
- 13.2.2      Ratify Agreement for Special Contract Services with Allyson Moore, Behavior Consultant, to Provide Mental Health Evaluations to Special Education Students for the 2019-2020 School Year
- 13.2.3      Ratify Staffing and Placement Agreement with BMR Health Services Inc. for the 2019-2020 School Year
- 13.2.4      Ratify Agreement for Special Contract Services with Building Connections Behavioral Health, Inc. as required for Confidential Settlement Agreement and Release (OAH Case No. 2019030224)

- 13.2.5 Ratify Individual Services Agreement (ISA) for Nonpublic, Nonsectarian School Services with Devereux Texas Treatment Network (Separate Cover Item)
- 13.2.6 Ratify Master Contract (MC) for Nonpublic, Nonsectarian School Services with East Valley Education Center (Separate Cover Item)
- 13.2.7 Ratify Agreement for Special Contract Services with Dr. Kristin Gross for Independent Educational Evaluation/Psycho-Educational Assessment
- 13.2.8 Ratify Agreement for Special Contract Services with Nova Health Therapies, Inc. for Speech Services
- 13.2.9 Ratify Master Contract for Point Quest Education (PQ), NPS for the 2019-2020 School Year (Separate Cover Item)
- 13.2.10 Ratify Agreement for Special Contract Services with PresenceLearning to Provide Live Online Speech and Language Pathology Services and Assessments for the 2019-2020 School Year
- 13.2.11 Ratify Client Services Agreement between ProCare Therapy and the District to Provide Speech and Language and Sign Language Interpreter Services for the 2019-2020 School Year
- 13.2.12 Ratify Agreement for Special Contract Services with Psyched Services for Psych Services for the 2019-2020 School Year
- 13.2.13 Ratify Agreement for Special Contract Services with Rick Bledsoe, ATP for Assistive Technology Assessment for the 2019-2020 School Year
- 13.2.14 Ratify Master Contract for Sierra Vista Child & Family Services, NPS for the 2018-2019 School Year (Separate Cover Item)
- 13.2.15 Ratify Master Contract with Sierra Vista Child & Family Services, NPS for the 2019-2020 School Year (Separate Cover Item)
- 13.2.16 Ratify Master Contract with Spectrum Center, Inc. NPS for the 2019-2020 School Year (Separate Cover Item)
- 13.2.17 Ratify Agreement between The Speech Pathology Group, Inc. and the District to provide Speech Services for the 2019-2020 School Year (Separate Cover Item)
- 13.2.18 Ratify Master Contract for Stockton Educational (SEC) Center, NPS for the 2019-2020 School Year (Separate Cover Item)
- 13.2.19 Ratify Agreement for Special Contract Services with SUMA Kids, Inc. for Occupational Therapy services for the 2019-2020 School Year
- 13.2.20 Ratify Agreement for Special Contract Services with Valley Community Counseling for Licensed Marriage and Family Therapist Services for the 2019-2020 School Year
- 13.2.21 Approve Service Agreement with One Day At A Time (ODAT) to Provide Services to Staff and Students at West High School for the 2019-2020 School Year
- 13.2.22 Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending July 15, 2019
- 13.2.23 Ratify Agreement for Special Contract Services between TUSD and Houghton Mifflin Harcourt Publishing Company to Provide Read 180 Training for Teachers at Williams Middle School for the 2019-2020 School Year
- 13.3 **Human Resources:**
- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for



- Certificated, Classified and/or Management Employees  
**13.3.2** Approve Classified, Certificated and/or Management Employment

**Action Items:**

**14.1 Administrative & Business Services:**

- 14.1.1** Adopt Resolution # 19-01, Authorizing and Defining Names to Sign Orders on School District Funds

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

**14.2 Educational Services:** None.

**14.3 Human Resources:**

- 14.3.1** Acknowledge Administrative Regulations 4127 and 4227 to Be Compliant with Legislation Requirements (First Reading)

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

- 14.3.2** Approve Variable Term Waiver for Nicholas Harold Langer – Speech Language Pathology

**Action:** Costa, Souza. **Vote:** Yes-6; No-0; Absent\_1-(Abercrombie)

- 14.3.3** Approve Resolution No. 19-02 Authorizing Teachers to Teach Outside Their Credential Authorization

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

- 14.3.4** Adopt Resolution 19-03, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds

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

**Board Reports:**

Trustee Silcox is looking forward to the new school year. Fall sports is an exciting time and he is looking forward to working with TEA and CSEA. Trustee Souza hosted a pageant for children with special needs. Chris Crone attended the event. There were 18 students participating and most were from TUSD. She is looking forward to the school year. She also congratulated Dr. Pecot for earning his doctorate degree. Trustee Kaur thanked TEA and was amazed by the students' presentation. She attended a Punjabi event on August 4<sup>th</sup> and students from TUSD participated. There are going to be changes in the LCAP template. There will be opportunities to learn about the LCAP if anyone is interested. Trustee Alexander thanked everyone for coming and he looks forward to working with the teacher organization. Trustee Costa thanked TEA and the students who put a lot of thought into their presentation. She appreciates their solutions. She attended the Parks and Rec Commission meeting. Brews, Blues and BBQs is coming up and will be located downtown. It is a free event to attend but you need to buy food and beverage. They are also considering the old school house on the end of Lowell Avenue. They may have a more in depth program for the use of that school. Trustee Pekari thanked all groups for speaking. He feels it takes teachers and students to do our part and initiate things to make change. He attended the new educator event with Trustee Silcox. That is always an awesome event supported by community groups. Monday is the district's welcome back event and we will be recognizing our tenured teachers. City of Tracy students ride free on tracer for the month of August on fixed routes.

**Superintendent Report:**

Dr. Stephens thanked the students for their presentation and is looking forward to meeting with them. He thanked Jacqui Nott and team for a great year. He



attended the new educator mixer and is always very impressed how the community comes out to support our new teachers. The first week of school was the calmest start we ever had. He thanked everyone for a great start to the new year.

**Adjourn: 7:40 pm**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



**TRACY**  
UNIFIED SCHOOL DISTRICT

# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** August 16, 2019  
**SUBJECT:** **Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

**FUNDING:** Per attached summary of requisitions.

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

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

**BUSINESS SERVICES  
FACILITIES DEVELOPMENT DEPARTMENT  
MEASURE B BOND  
August 27, 2019  
SUMMARY OF SERVICES**

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A. Vendor: ACME Construction Company, Inc.  
Site: Central Elementary School Renovation  
Item: Change Order #9 - Ratify  
Services: Scope of work documented on the change order summary.  
Cost: \$226,534.00 Deduction from contingency allowance previously included  
in contract.  
Project Funding: Measure B Bond Fund, State School Facilities Program

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** August 16, 2019  
**SUBJECT:** **Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

**FUNDING:** Per attached summary of requisitions.

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

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

**BUSINESS SERVICES**  
**FACILITIES DEVELOPMENT DEPARTMENT**  
**August 27, 2019**  
**SUMMARY OF SERVICES**

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A. Vendor:	Shaw Sports Turf
Site:	West High School
Item:	Notice of Completion
Services:	Contractor removed old stadium turf and provide new synthetic turf, which included striping and placing the high school mascot symbol center field.
Cost:	\$724,995.00    Change Orders: \$0.00    Final Contract: \$724,995.00
Project Funding:	Unrestricted General Fund/Deferred Maintenance

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** August 27, 2019  
**SUBJECT:** **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District**

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

Tracy High School:

1. Tracy Unified School District/Tracy High School: From The Company Dance Academy for the amount of \$500.00 (ck. #1015). This donation will benefit Tracy High School's Dance Team.

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

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

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

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** August 27, 2019  
**SUBJECT:** **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2019/20 School Year**

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

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

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

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

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





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

Organization	Status	Current Reviewed Bank Statements
Bohn PTO	<i>Approved</i>	<i>Current</i>
Freiler Staff Parent Association	<i>Recommended for Approval</i>	
Hirsch Parent Teacher Organization	<i>Recommended for Approval</i>	
Homefield Advantage Athletic Booster Club	<i>Approved</i>	<i>Current</i>
Jacobson Staff Parent Association	<i>Recommended for Approval</i>	
Kimball High School PSTA	<i>Approved</i>	<i>Current</i>
Parents at Williams Staff Students (PAWSS)	<i>Recommended for Approval</i>	
South/West Park Parent Club	<i>Approved</i>	<i>Current</i>
Tracy High Football Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Volleyball Booster Club	<i>Approved</i>	<i>Current</i>
Villalovoz PFC	<i>Approved</i>	<i>Current</i>
West High Science Boosters	<i>Approved</i>	

Revised 8/20/2019



# BUSINESS SERVICES MEMORANDUM

**TO:** Brian R. Stephens, Superintendent  
**FROM:** C. Goodall, Associate Superintendent for Business Services  
**DATE:** August 15, 2019  
**SUBJECT:** Approve Entertainment, Assembly, Service, Business and Food Vendors

**BACKGROUND:** To be valid or to constitute an enforceable obligation against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials.

**RATIONALE:** School site assemblies, services, business and food vendors require pre-approval to ensure three different documents are in place: an approved contract when applicable; a certificate of insurance; an endorsement letter naming the district an additional insured. In addition, all vendors are reviewed to ensure the content is appropriate for student audiences, and that conflicts do not occur with other school site or district events.

To that end, the attached list of vendors has met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students.

This list will be updated as needed and presented to the board for approval.

**FUNDING:** Per attached summary of requisitions.

**RECOMMENDATIONS:** Approve Entertainment, Assembly, Service, Business and Food Vendors.

**PREPARED BY:** Cindy Everhart, Facility Use Coordinator.

<b>Vendor names are listed by the insured name of the vendor and not the program name</b> <b>↓This list of Approved Vendors confirms verification of insurance coverage only!↓</b> <b>Approval based on insurance remaining current!</b>			Board
<b>SMOKING, TOBACCO PRODUCTS, ALCOHOL, DRUGS, FIREARMS OR EXPLOSIVES ARE PROHIBITED ON ANY SCHOOL DISTRICT PROPERTY. Vendors must be aware of the location of emergency exits at all times. Vendors are prohibited from applying pesticides, chemicals, or cleaning products to district facilities or grounds.</b> <b>PROHIBITED INDOORS ON DISTRICT PROPERTY - SEE SPECIFICS IN FOOD VENDOR BELOW!</b>			FLAMES ARE
Per BP 5145.14 -Taking pictures of school pupils and buildings for commercial purposes is normally prohibited. Any exception requires an application in writing and the approval of the Superintendent or Superintendent's designee. Most DJ's have photo booths and own the pictures. The photos can be placed on their website or social media which is a violation of policy.			
↓REQUESTING VENDORS FOR BOARD APPROVAL↓:			
Proposed Vendor Name			Insurance Expiration
<b>Uncle Nino's BBQ</b> - Food Catering. Carlos Vasquez - losvasquez44@yahoo.com or litvasquez10@gmail.com, (209) 640-6424, www.uncleninosbbq.com. MUST USE CONTRACT PRIOR TO OCCURRENCE.			12/10/2019
<b>Bureau of Lectures &amp; Concert Artists</b> - Science Assemblies. Katie Snowalter - bureau@assemblyline.com, (800) 255-0084, www.assemblyline.com. MUST USE CONTRACT PRIOR TO OCCURRENCE.			5/10/2020
Board Approved	Approved Vendor Name		Insurance Expiration
1.8.19	<b>Northern California Volleyball Association (NCVA)</b> - provides tournaments to girls volleyball teams. Kris Johnson - (415) 550-7582, kris@ncva.com, www.ncva.com		9/1/2019
10/25/11	<b>Amos Productions-DJ Services.</b> Nicole - 1800-693-5003 or 925-449-3847. nicole@amospro.com or info@amospro.com. www.amospro.com. No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE.		9/26/2019
3/13/18	<b>Play-Well TEKnologies</b> - Lego building and inventing for core engineering and confidence. Lauren Yee (510) 227-9378, lauren@play-well.org, www.playwell.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.		10/1/2019
9/25/18	<b>The Echo Hero Show</b> - topics enforced through songs can include not littering, recycling, food waste, saving water, energy efficiency and using reusable items. Brett Edwards, (888) 482-3885, echoheroshow@gmail.com. No website. CONTRACT REQUIRED PRIOR TO OCCURRENCE.		10/1/2019
5/14/19	<b>Kahuna Fundraising (The Commencement Group)</b> - Sells Leis, flowers and kukui leis for graduation ceremonies. Bill Stout - (855) 472-3534 or bill@kahunaflores.com, www.kahunafundriasing.com. CONTRACT IS REQUIRED PRIOR TO OCCURRENCE.		10/3/2019

Board Approved	Approved Vendor Name	Insurance Expiration
3/13/18	<b>Apex Fun Run</b> - a run based character & leadership fundraiser. Jenna Martinez, (408) 772-3409, jennam@apexfunrun.com, www.apexfunrun.com. STAKES IN GRASS PROHIBITED. SAND BAGS CAN BE USED TO HOLD DOWN ITEMS BUT ONLY ALLOWED FOR ONE DAY. CONTRACT REQUIRED PRIOR TO OCCURENCE.	10/9/2019
12/12/17	<b>Jackman Enterprises- DBA Funflicks</b> - outdoor inflatable screen for movie night. Paul Jackman-(844) 556-6843, pauljackman@funflicks.com. Www.funflicks.com FOR MOVIE PROJECTOR USE ONLY!	10/13/2019
4/8/14	<b>UNeed2</b> - help student build a computer. Lynda Hawkins - 662-1188 or Eric Hawkins - 510-952-1473, ehawkins@sbcglobal.net, lyndahawkins@sbcglobal.net, www.uneed2.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/20/2019
1/8/19	<b>Nutrien</b> - Seed Survivor mobile unit teaches agriculture in classrooms. Raleigh Gragan - (530)-320-5907, caseedssurvivor@gmail.com www.seedsurvivor.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	11/1/2019
9/8/15	<b>Tracy Crime Stoppers</b> - partnership with citizens, media, and the criminal justice system, is to prevent and solve crimes within the Tracy region Marshall Rose - (209) 627-7675. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	11/3/2019
2/11/14	<b>World of Wonders Science Museum (WOW)</b> , Teaches varius science topics. Beth Fox - 368-0969, beth@wowsciencemuseum.org, www.sciencemuseum.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	12/1/2019
4/25/16	<b>Delta Sigma Theta Sorority</b> - Girls Empowerment Conference. Tanya Vaughn - (510) 909-4655, Tanya.Vaughn@pro.sccgov.org Dana Cooper - 640-9127, d_goodwill@yahoo.com, www.TracyAreaDeltas.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	12/1/2019
8/12/14	<b>Tracy Chamber of Commerce: "Hire Me First"</b> Internship Program was established to promote youth employability through increased employment opportunities, internship and job shadowing experiences for the youth in our community. Alyssa Mupo - 835-2131, hiremefirst@tracychamber.org, www.hiremefirst.org	12/29/2019
9/12/17	<b>Mobile Ed Productions</b> - Educational assemblies for No Bully Zone, Science, History, Reading/Writing, Character and Performance Arts. Contact Cindy Kouczynski-800-433-7459, cindyk@mobileedprocutions.com, www.mobileedproductions.com CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/1/2020

Board Approved	Approved Vendor Name	Insurance Expiration
1/25/11	<b>Kaiser Permanente</b> - Dean Starnes, dean.starnes@kp.org, 510-987-2223, www.Kp.org/etp/ncal, Programs "Community Troupe", PEACE Signs" "The Best Me", "Nightmare on Puberty ST." and "Secrets". CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/1/2020
1/23/18	<b>DJ Glenn Black Jr.</b> - DJ PA System, Mixer (or DJ controller), dance floor lighting, uplighting (decor lighting), etc. Glenn Black, (209) 483-3367, glennbproductions@yahoo.com, www.djglennb.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/4/2020
3/12/13	<b>Entourage Events SF</b> - DJ & lighting Services and Photo Booth, Derek Mizuno, 510-921-4373, booking@entourageeventssf.com. Find them on Yelp & Facebook. Parental permission for pictures of students.	1/16/2020
10/23/18	<b>Traveling Lantern Theater Company</b> - Doren Elias, (800) 936-4723, kb@travelinglantern.com, www.travelinglantern.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/17/2020
10/11/11	<b>Main Street Music</b> - Ken & Diana Cefalo, kencefalo@yahoo.co, dcefalo@sbcglobal.net, CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/17/2020
10/23/18	<b>Roshambo</b> - DJ, photobooth and event planning. Rich Ramirez, (209) 401-1145, roshambome@comcast.net, www.roshambo.biz. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/25/2020
9/13/11	<b>California Weekly Explorer, Inc.</b> History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	2/1/2020
10/11/11	<b>Rumors Productions Company</b> - Karaoke, DJ, children parties, live sound & music, live band, line dancing lessons & game show night. Contact Jenna Teyshak or Jon Tyner - 640-8000, jenna@rpedj.com, www.rpedj.com. No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	2/20/2020
5/14/19	<b>Top Youth Speakers (Josh Shipp Productions)</b> - Motivational Speaker Assembly. Brandon Spinazzola - (800) 799-1460 ext. 1, brandon@topyouthspeakers.com www.topyouthspeakers.com. CONTRACT IS REQUIRED PRIOR TO OCCURRENCE.	3/1/2020

Board Approved	Approved Vendor Name	Insurance Expiration
9/12/17	<b>Balaji Consulting -Mathnasium</b> - Math tutors offering Math Night with Math games. Pratima Murarka - 650-0345 or tracy@mathnasium.com, www.mathnasium.com/tracy CONTRACT REQUIRED PRIOR TO OCCURRENCE	3/13/2020
1/24/17	<b>Emergency Food Bank:</b> Mobile Farmer's Market. Kisha Thompson-464-7369 ext. 1007, kthompson@stocktonfoodbank.org or Pat Brown-464-7369 ext. 1008 pbrown@stocktonfoodbank.org, www.stocktonfoodbank.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	3/22/2020
4/12/11	<b>LMG Attractions-All in the Details-</b> DJ and Emcee, Business Audio Visual, Event Planning, Professional Sound and Audio. Dave Tillman 209-275-0226, www.lmgattractions.com No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE. <b>RANDY LUIS IS NOT AN EMPLOYEE OF THIS BUSINESS.</b>	4/1/2020
5/28/13	<b>Gallo Center for the Arts</b> , Bullying Prevention Performance, "The Bully Buster Rides Again". Raul Garcia, 338-5020, rgarcia@galloarts.org, www.galloarts.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	4/9/2020
3/27/18	<b>Bricks 4 Kidz (FAIRFIELD OFFICE ONLY)</b> - STEM educational activities for kids age 3-13, where they play with LEGO® Bricks. Our unique model plans are designed by engineers and architects. Themes, construction, provide building blocks for educational play. <b>Sally Studebaker-</b> (925) 595-3934, sstudebaker@bricks4kidz.com, www.bricks4kidz.com/356. Vendor does not have a contract, must use TUSD Contract Services Agreement.	4/30/2020
2/12/08	<b>Sparkles the Clown</b> , Terry Donaldson - 835-8383, www.sparklesdelight.com. <b>Contract must be in Terry Donaldson name, not Sparkles!</b> CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/1/2020
2/12/08	<b>Ravioli the Clown</b> - Denis Martinez - 835.3535, www.raviolitheclown.com. <b>Contract must be in Denis Martinez name, not Ravioli!</b> CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/1/2020
11/8/16	<b>Lifetouch National School Studios</b> - Student photos and photo booths through Lifetouch only. Corena Allen, (916) 526-0406, callen@lifetouch.com. Does not include DJ services. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/30/2020
	<b>American Red Cross/Delta Blood Bank</b> - Blood bank drives. Contact: Kerry Morris 209-561-1910, Kerry.Morris@redcross.org, www.redcrossblood.org. <b>KERRY MUST SUBMIT THE CIVIC PERMIT REQUEST.</b>	7/1/2020

Board Approved	Approved Vendor Name	Insurance Expiration
3/8/11	<b>Dr. Andrew Trosien, DDS.</b> Oral Hygiene Instructions. Call Megan or Julie at 833-1240	7/1/2020
4/23/13	<b>SJ County Child Abuse Prevention Council - "Parent Cafe"</b> - program awareness for protection and safety of our children. Contact Lindy Turner-Hardin or Angela Magee -464-4524, lturner@nochildabuse.org or amagee@nochildabuse.org. <b>"Pinwheels for Prevention"</b> - program awareness for public and computer safety. Contact Amrit Pawar - 851-3468, apawar@nochildabuse.org. Website: www.nochildabuse.org	7/1/2020
12/12/17	<b>Booster Enterprises</b> - Boosterthon Fun Run Fundraising, Andrew Kowalski - (706) 224-9079, andrewk@boosterthon.com, www.boosterthon.com. STAKES IN GRASS PROHIBITED. SAND BAGS ALLOWED FOR ONE DAY ONLY. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	7/1/2020
3/27/18	<b>Keep it Movin Entertainment</b> - DJ Services - Dave Reyes, (408) 645-9460, yourfavoritedjs@keepitmovinent.biz, www.keepitmovinent.net. Vendor does not have a contract. must use CONTRACT REQUIRED PRIOR TO OCCURRENCE.	7/15/2020
10/28/14	<b>#ICANHELP</b> - Antibully School Safety Assembly. Delete negativity online. Matthew Soeth. icanhelpdeletenegativity@gmail.com. www.icanhelpdeletenegativity.org. No pictures of students without parental permission.	7/25/2020
3/12/19	<b>Herff Jones</b> - Yearbooks, caps, gowns, class rings, graduation announcements, diplomas. Joan Selna Rep - (209) 607-2118, jselna@herffjones.com. MUST USE CONTRACT PRIOR TO OCCURRENCE.	7/30/2020
2/12/19	<b>Tracy Portrait Studio</b> - Student photos, photo booth (requires parent permission). Tais Richardson 834-2052, contact@tracyportrait.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	8/2/2020
10/24/17	<b>City of Stockton - SJ County Library</b> - Training Wheels program. Mobile Library on wheels for preschool students participating in story time and receive a free book. Contact Lisa Lee-lisa.lee@stockton.ca.gov or 937-8143. www.ssjepl.org/involved/litservices/default.html	No Expiration Date
5/8/12	<b>Dairy Council of CA Mobile Dairy Classroom</b> , Leona Bettencourt, 916-263-3560 x413, ibettencourt@dairycouncilofca.org. Wwww.dairycouncilofca.org. <b>Must follow Animal Policy Guidelines AR 6163.1</b>	Insurance not required if supervised by certificated employee



Board Approved	Approved Vendor Name	Insurance Expiration
12/10/13	<b>SJ Vector Control</b> - Aaron Devencenzi - 982-4675, adevencenzi@sjmosquito.org. Field trip in your classroom. Mosquito and tick presentation.	Insurance not required if supervised by certificated employee
2/15/17	<b>Tracy Public Library</b> - Literacy Parent Education. Stella Beratlis, 937-8221, stella.beratlis@stocktonca.gov	Insurance not required if supervised by certificated employee
10/9/07	<b>Sandia Labs</b> Joel Lipkan - jlipkin@comcast.net	Insurance not required if supervised by certificated employee

Board Approved	Approved Vendor Name	Insurance Expiration
<p style="text-align: center;">↓APPROVED FOOD VENDORS↓  <b><i>SORTED BY INSURED NAME AND EXPIRATION DATE</i></b></p>		
<p style="text-align: center;"><b>VENDOR AUTOMOBILE'S ARE NOT ALLOWED TO DRIVE AND PARK ON CAMPUS.  ALL VEHICLES MUST PARK IN DESIGNATED PARKING PLACES!</b></p>		
<p>↓ This list of Approved Food Vendors is for insurance verification only. It does not supersede the approval required for food sales through food services or replace the standard facility use process! No food sales until 30 minutes after school.</p>		
9/27/2016	<b>Meva's Tacos &amp; More</b> - Contact Eva Ybarra - 244-3307 or mevastacos@gmail.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	8/30/2019
12/8/09	<b>Tracy Breakfast Lions Club</b> - Greg Bidlack - gregandvelma@sbglobal.net, Jim Noah - 835-0981, www.tracybreakfastlionsclub.org. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	9/1/2019
9/12/2017	<b>Blue Moon Kettle Corn</b> - Kettle Corn sales. Nicole Moore - (510) 589-6166 or bluemoonkettle@gmail.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	9/6/2019
10/13/15	<b>Pink Turtle Shoppe</b> - Ice Cream & Cookie restaurant. Arabella McCreary - 627-8513, pinkturtleshoppe@gmail.com, www.pinkturtleicecream.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	9/9/2019
10/13/09	<b>Famous Dave's BBQ Catering:</b> 3162@srribs.com, 833-6337. www.famousdaves.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/1/2019
10/23/18	<b>Jolts Coffee Bar</b> - serve coffee, espessio, tea, hot chocolate, etc. Carol Zuro, carolzuro@joltscoffeebar.com, (209) 608-2556, https://m.facebook.com/joltscoffeebar/. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/9/2019
10/25/11	<b>Mi Espiranza</b> - Restaurant Catering. Call Omar Mendoza and Candida Ramiriz at 832-3020. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/15/2019
11/14/17	<b>Smokin Hot Meats N Treats</b> - Food truck - Doug & Rita Westby. (510) 364-5070, smokinhotmeatsntreats@gmail.com, www.smokinhotmeatsntreats.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	11/27/2019
12/8/09	<b>Texas Roadhouse-</b> Ed Ferro, (209) 607-5788, trh_catering@ultrasteak.com or TXRH_Cater@TexasRoadhouse.com. Restaurant direct: 830-1133. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	12/1/2019

Board Approved	Approved Vendor Name	Insurance Expiration
4/9/19	<b>MoLatte Cafe</b> - Coffee sales. Contact Maryam Haider, (510) 406-8100 or (510) 754-8930, sandeesfreshcoffee@gmail.com. www.Facbeook.com/sandeesfreshcoffee. Vendor does not have a contract. SITES MUST USE DISTRICT CONTRACT AGREEMENT PRIOR TO OCCURENT FOR INSURANCE TO BE VALID.	4/8/2020
11/12/12	<b>Menchie's Frozen Yogurt</b> , Adele Boch, 612-5285, adelebloch@yahoo.com, www.menchies.com. No food sales until 30 minutes after school.CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/6/2020
2/12/19	<b>S&amp;L BBQ &amp; Catering</b> - Food catering. Lena George - (408)221-2710, SLBBQ@comcast.net. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/16/2020
8/11/2015	<b>Kona Ice of Tracy</b> - Shaved Ice drinks. Lisa Duncan, (209) 597-8760, dduncan@kona-ice.com, www.kona-ice.com. No food sales until 30 minutes after school. Vehicles must be parked in designated parking place only. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	7/22/2020
*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or I occupancies in accordance with Appendix Chapter I, Section 105.6.		
<b>OUTDOORS BBQ RULES</b> - Make sure barbeques are 10 feet away from any building or structure. Place drip pans or tarps under barbeques to avoid spillage on pavement. Do not dump grease, oil, briquettes or barbeques anywhere on TUSD property or in garbage cans or dumpster. If spill occurs, you must provide an oil absorbent and clean properly.		
Remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property. Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and or District fines ranging from \$250-1,000.		



**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** August 15, 2019  
**SUBJECT:** **Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt to Provide a 1 day Training on October 7, 2019 on the Newly Adopted World History Instructional Materials for Tenth Grade History-Social Science Teachers**

**BACKGROUND:** Tracy Unified School District (TUSD) is committed to providing training on understanding the new History-Social Science adopted instructional materials to improve student outcomes for learning. This Social Science instructional material infuses history assets, connecting students to content, provides digital mobile access, and resources to enhance classroom instruction and inspire students.

**RATIONALE:** History-Social Science teachers will engage in professional learning to understand and implement the newly adopted instructional materials. Houghton Mifflin Harcourt will provide one day of training on the newly adopted instructional materials for tenth grade World History-Social Science Teachers. This training will take place on October 7, 2019 with the consultant supporting teachers on site from 8:00am-1:00pm and providing 2 hour training from 2:15-4:15pm. These newly adopted materials align with the California Framework for History-Social Science and support the four key shifts: literacy, inquiry, content, and civic engagement.

This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #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 of this one day training provided by Houghton Mifflin Harcourt for the 2019-2020 school year will not exceed \$2,800. This training cost will be paid through District LCAP funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt to Provide a 1 day Training on October 7, 2019 on the Newly Adopted World History Instructional Materials for Tenth Grade History-Social Science Teachers

**Prepared by:** Melissa Beattie, Director of Professional Learning and Curriculum.

# 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 Houghton Mifflin Harcourt Publishing Company, 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 1 Day of Training on October 7, 2019 on the Newly Adopted World History Instructional Materials for Tenth Grade History-Social Science Teachers.

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 1 ( ) | **HOURS** | ☒ **DAYS**, under the terms of this agreement at the following location Professional Learning & Curriculum Dept.

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

- a. District shall pay \$ 2800.00 per | **HOUR** | | **DAY** | ☒ **FLAT RATE**, not to exceed a total of \$ 2800.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | ☐ **SHALL** | ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a | **MONTHLY PROGRESS BASIS** | ☒ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 10/1/2019, and shall terminate on 10/31/2019.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Melissa Beattie, at ( ) 209-830-3232 Ext. 1551 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [ ] **WILL** [✓] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

*Richard Borsari*

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

04-1456030

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

Director, Bids and Contracts

Title \_\_\_\_\_

Houghton Mifflin Harcourt

Address \_\_\_\_\_

125 High Street, Boston, MA 02110

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

\_\_\_\_\_  
Date

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

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

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

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





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Sheila Harrison, Associate Superintendent of Educational Services  
**DATE:** August 12, 2019  
**SUBJECT:** **Approve Out of State Travel for Educational Services Staff to Attend the Learning Forward Annual Conference in St. Louis, Missouri on December 6-11, 2019**

**BACKGROUND:** Learning Forward's Annual Conference is a national conference designed to promote professional learning that advances educator and student performance. The annual conference is designed to provide a hands-on approach to professional learning with keynote speakers and concurrent sessions that will develop new knowledge, hone existing skills and challenge current practices; and introduce new tools to apply immediately to our work with teachers and students. These workshops will support the Educational Services Department in the continual development of a system of effective professional development and in measuring the impact of this professional learning on teacher practice and student outcomes.

**RATIONALE:** The Educational Services Department is charged with developing and supporting the professional learning for all instructional leaders and teachers in Tracy Unified. The Learning Forward sessions will support the Educational Services Team in learning together how to address the challenges within our current system; how to measure the impact of professional learning on teacher practice and student outcomes; and how to increase the coherence and relevance of professional development, including how to strategically abandon initiatives that dilute or distract from the district's focus. This agenda item supports all three District Strategic Goals: #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; #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 #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The conference cost will total \$15,500.00 for 5 attendees and includes conference registration, lodging, transportation, and some meal costs. Lunches are included in the conference. Costs will be paid from District Professional Development Title II funds.

**RECOMMENDATION:** Approve Out of State Travel for Educational Services Staff to Attend the Learning Forward Annual Conference in St. Louis, Missouri on December 6-11, 2019.

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** August 19, 2019  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

## BACKGROUND:

## MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Mitchell, Traci Assistant Principal	Willow	7/26/1/19	Accepted Principal position at Stein/ Willow

## BACKGROUND:

## CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Edica, Elizabeth 4/5 SDC	Villalovoz	8/13/19	Personal
Garcia, Kellie K/1 SDC	Central	6/30/19 (as amended)	Personal
Szostak, Scott Social Science/PE	Stein	8/19/19	Personal

## BACKGROUND:

## CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Alexander, Kyle Groundskeeper	MOT	8/13/19	Accepted Irrigation Specialist/Grounds Position

Gordon, Joanne Food Service Worker	THS	8/16/19	Personal
Gordon, Patricia IEP Para Educator I	Hirsch Pre-K	8/8/19	Personal
Herrington, Ashley Special Education Para Ed I	Central	8/3/19	Personal
Medrano, Celia School Supervision Assist.	MVMS	8/5/19	Personal
Roberts, Nicola Para Educator I	Bohn	8/4/19	Accepted Para Ed I position 3 hrs. per day at Bohn
Siri, Denise Food Service Worker	KHS	8/6/19	Personal

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** August 20, 2019  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Miramontes, Evelyn

Vaughn, James

## BACKGROUND:

Hill-Valdivia, Deidre

Mitchell, Traci

## BACKGROUND:

Alexander, Kyle

## CERTIFICATED

Special Education, RSP (Replacement)  
North School  
Class VI, Step 1 "B" \$62,166.25  
Funding: Special Education

Special Education, RSP (Replacement)  
West High School  
Class I, Step 1 "A" \$51,184.78  
Funding: Special Education

## MANAGEMENT/CLASSIFIED CONFIDENTIAL

Coordinator of Prevention Services  
(Replacement)  
Prevention Services/Student Services  
LME, Range 32, Step D \$452.51 per day  
8 hours per day  
Funding: Targeted SES

Principal (Replacement)  
Stein/Willow  
LME, Class 58, Step C \$129,253.00  
Funding: General Fund

## CLASSIFIED

Irrigation Specialist (Replacement)  
Tracy High School  
Range 36, Step C - \$21.85 per hour  
8 hours per day  
Funding: Ongoing and Major Maintenance

Brekke, Ana  
K-8 Library Technician (Replacement)  
Jacobson Elementary School  
Range 30, Step A - \$17.31 per hour  
20 hours per week/Tuesday through Friday  
Funding: State Lottery

Cabanova-Chapman, Lourdes  
School Supervision Assistant (New)  
Central School  
Range 21, Step E - \$16.89 per hour  
.25 hours per day  
Funding: General Fund

Medina, Daisy  
Preschool Instructor (Replacement)  
North Elementary School  
Range 30, Step C - \$18.97 per hour  
7.5 hours per day  
Funding: Local #5 50% and Child  
Development 50%

Mendoza, Angela  
Food Service Worker (New)  
Villalovoz Elementary School  
Range 22, Step A - \$14.38 per hour  
2 hours per day  
Funding: Child Nutrition School Program

Roberts, Nicola  
Para Educator I (Replacement)  
Bohn Elementary School  
Range 24, Step E - \$18.13 per hour  
3 hours per day  
Funding: IASA Title I

Souza DiGiallonardo, Fabricia  
School Supervision Assistant (Replacement)  
Art Freiler School  
Range 21, Step A - \$14.07 per hour  
2 hours per day  
Funding: General Fund

Serrano, Maria  
Food Service Worker (Replacement)  
Monte Vista Middle School  
Range 22, Step D - \$16.53 per hour  
5 hours per day  
Funding: Child Nutrition School Program

### **BACKGROUND:**

Anastasio, Steve

### **COACHES**

Athletic Director  
West High School  
Stipend: \$8,069.00

Clarke, Joshua	Football – Frosh Assistant Tracy High School Stipend: \$4,843.58
Coatney, Monique	Dance Coach Kimball High School Stipend: (2) \$2,017.25 each
Hunter, Jacob	Water Polo – Head Boys’ Tracy High School Stipend: \$6,051.75
Rebeiro, Robert	Football - Soph Assistant West High School Stipend: \$4,843.58
Russell, Brandon	Football – Varsity Assistant Tracy High School Stipend: \$5,248.13
Tailes, Armando	Assistant Water Polo West High School Stipend: \$4,034.50
Von Stade, Scott	Basketball – Varsity Boys’ West High School Stipend: \$6,051.75

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

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



# HUMAN RESOURCES MEMORANDUM

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**TO:** Board of Education  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** August 14, 2019  
**SUBJECT:** Acknowledge Administrative Regulations 4127 and 4227 to Be Compliant with Legislation Requirements (Second Reading)

**BACKGROUND:** AB 2009, AB 1766, and Health and Safety Code 1797.196 all related to the placement of Automated External Defibrillator (AED) devices on school campus that offer interscholastic athletic programs. Safety Code 1797.196 specifically addresses the need to train staff annually on the school's emergency response plan and the proper use of an AED device.

**RATIONALE:**

The attached administrative regulations, AR 4127 and 4227, require minor changes as noted to incorporate the requirements of the legislation as described above.

**FUNDING:** Not Applicable.

**RECOMMENDATION:** Acknowledge Administrative Regulations 4127 and 4227 to Be Compliant with Legislation Requirements (Second Reading)

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



**TEMPORARY ATHLETIC TEAM COACHES****A. Purpose and Scope**

To provide guidance and direction for District personnel regarding employment and training of temporary athletic team coaches.

**B. General**

1. The Superintendent or designee shall determine criteria in accordance with law for certifying the competency of all staff employed to coach or supervise District athletic teams.
2. Prior to employment, the Superintendent or designee shall ensure that all temporary coaches, certificated or non-certificated, have received appropriate training, are qualified in all competencies required by law, and meet or will meet all qualifications for employment.
3. He/she may waive competency requirements for persons enrolled in appropriate training courses leading to acquisition of the competency, provided such persons serve under the direct supervision of a fully qualified coach.
4. Volunteer athletic team coaches shall meet all the qualifications and competencies required of temporary athletic team coaches employed by the District.

**C. Forms Used and Additional References**

1. Application
2. Contract

**D. Procedures**

At the first regular Governing Board meeting or within 30 days after selection of a temporary athletic team coach, whichever is sooner, the Superintendent or designee shall certify to the Board that all temporary athletic team coaches meet the qualifications and competencies required by law. (Code of Regulations, Title 5, Section 5594)

Upon the recommendation of the Superintendent or designee, the board shall certify to the State Board of Education, by April 1 of each year, that the District conforms with state requirements governing the employment of temporary athletic team coaches. (Title 5, Section 5594)

**TEMPORARY ATHLETIC TEAM COACHES (Continued)**Competencies

Temporary athletic team coaches shall give evidence of the following required competencies:

1. Care and prevention of athletic injuries, basic sports injury first aid, and emergency procedures:
  - a. Completion of a college-level course in the care and prevention of athletic injuries and possession of a valid cardiopulmonary resuscitation (CPR) card **and automated external defibrillator (AED) card.**
  - b. A valid sports injury certificate or first aid card, ~~and~~ a valid cardiopulmonary resuscitation (CPR) card~~;~~, **and automated external defibrillator (AED) card.**
  - c. ASEP Coaching Class
2. Coaching theory and techniques in the sport or game being coached:
  - a. ASEP Coaching Class
3. Knowledge of the rules and regulations pertaining to the sport or game being coached, the league rules, and, at high school level, the regulations of the CIF.
  - a. ASEP Coaching Class
4. Child or adolescent psychology as it relates to sports participation:
  - a. Completion of a college-level course in child psychology for elementary school positions and adolescent or sports psychology for secondary school positions.
  - b. Completion of a seminar or workshop on human growth and development of youth.
  - c. Prior active involvement with youth in school or community sports program. (Title 5, Section 5593)
5. Substance abuse prevention, including but not limited to tobacco, alcohol, steroids and human growth hormones, as evidenced by the completion of a college-level

**TEMPORARY ATHLETIC TEAM COACHES (Continued)**

course, workshop or seminar that includes instruction on substance abuse prevention and the physical and psychological effects of steroids and human growth hormones. In addition, non-certificated persons employed to coach or supervise District athletic teams must first be determined:

1. Not to have been convicted of any offense referred to in Education Code 44010, 44011 or 44424, or any offense involving moral turpitude or evidencing unfitness to associate them with children.
2. To be free from tuberculosis and any other contagious disease that would prohibit certificated teachers from teaching, as verified by a written statement, renewable every four years, from a licensed physician or other person approved by the District (Title 5, Section 5592)

Procedures for Employment

1. The need for a coach is identified by the Athletic Director and the site principal. The site principal sends a request to Human Resources to advertise the position within the District.
2. The Human Resources office prepares a vacancy announcement for District teaching staff.
  - a. First consideration will be given to District teaching staff.
3. Before interviewing any applicants, the Athletic Director and the site Principal shall prepare specific criteria, in writing, to determine selection of the appropriate candidate for the open coaching position. The criteria shall include the competencies contained in title 5, section 5593 and any additional criteria established by the administration that is relevant to the specific coaching position.
  - a. If none of the applicants among the District teaching staff meet all of the criteria established for the open coaching position, such District teacher applicants will be so informed.
  - b. Where there are no qualified applicants among the District teaching staff, Human Resources may prepare vacancy announcements for all other applicants. All other applicants include: classified employees of the District; certificated employees who are not current employees in the District; and all other outside candidates.

**TEMPORARY ATHLETIC TEAM COACHES (Continued)**

4. The Human Resources office collects applications and establishes a “Master File” for each open position. After the “closing date” has passed for an open coaching position, the applications are reviewed by the site principal and the athletic director.
5. The athletic director and the site principal screen the applications and select candidates to be interviewed. Screening criteria includes, but is not limited to, professional qualifications experience, education and training.
6. The Athletic Director and the site Principal interview the applicants and submit the “Summary of Interviews” to the Human Resources with the recommendation for employment.
7. The Associate Superintendent for Human Resources reviews the interview panel’s recommendation for employment prior to offering a candidate a coaching position.
8. A background check and fingerprint clearance must be completed before employing the successful candidate.
9. The Human Resources office offers the position to the successful candidate and schedules a date and time to sign up the candidate. The candidate must have a current driver’s license and social security card and, within thirty (30) days of being hired, furnish the following:
  - a. CPR certificate
  - b. First Aid certificate
  - c. Automated External Defibrillator card**
  - ~~e.d.~~ TB test clearance
  - ~~d.e.~~ ACEP Coaching class – next available class
10. All requirements listed above in a, b, ~~and c~~, **and d** must be met within 30 days of DOH. If these requirements are not met within 30 days of DOH, the coach will not be allowed to coach until all requirements are met.
11. Selected candidate signs contract subject to Board approval.
12. The Associate Superintendent for Human Resources submits the names of those individuals being recommended for employment to the school Board for approval.
13. The Human Resources office notifies those individuals who applied and were not selected.

**TEMPORARY ATHLETIC TEAM COACHES (Continued)**

14. The Human Resources office notifies the principal and athletic director when the individual selected is ready to coach.
15. Upon completion of the coaching season the athletic director, through the site principal, submits a request for payment to Human Resources.
16. The Human Resources office then verifies that all coaches to be paid were properly signed up and releases the pay requests to payroll for processing. (If a coach is not signed up by Human Resources, his/her payroll check will be held).

Code of Ethics

It is the duty of all concerned with high school athletics:

1. To emphasize the proper ideals of sportsmanship, ethical conduct and fair play.
2. To eliminate all possibilities which tend to destroy the best values of the game.
3. To stress the values derived from playing the game fairly.
4. To show cordial courtesy to visiting teams and officials.
5. To establish a happy relationship between visitors and hosts.
6. To respect the integrity and judgment of sports officials.
7. To achieve a thorough understanding and acceptance of rules of the game and the standards of eligibility.
8. To encourage leadership, use of initiative, and good judgment by the players on a team.
9. To recognize that the purpose of athletics is to promote the physical, mental, moral, social and emotional well-being of the individual players.
10. To remember that an athletic contest is only a game—not a matter of life and death for player, coach, school, officials, fan, community, state or nation.
11. Not suggest, provide or encourage any athlete to use non-prescriptive drugs, anabolic steroids, or any substance to increase physical development or performance

**TEMPORARY ATHLETIC TEAM COACHES (Continued)**

that is not approved by the U.S. Food and Drug administration, U.S. surgeon General, or the American Medical Association.

12. Not recruit athletes from other schools.
13. Follow the rules of behavior and the procedures for crowd control as established by the board and the league in which the District participates. (Title 5, Section 5596)

**E. Reports Required**

None

**F. Record Retention**

Coaches personnel file

**G. Responsible Administrative Unit**

Human Resources

**H. Approved By**

Associate Superintendent for Human Resources

## TEMPORARY ATHLETIC TEAM COACHES

### A. Purpose and Scope

To provide guidance and direction for District personnel regarding employment and training of temporary athletic team coaches.

### B. General

1. The Superintendent or designee shall determine criteria in accordance with law for certifying the competency of all staff employed to coach or supervise District athletic teams.
2. Prior to employment, the Superintendent or designee shall ensure that all temporary coaches, certificated or non-certificated, have received appropriate training, are qualified in all competencies required by law, and meet or will meet all qualifications for employment.
3. He/she may waive competency requirements for persons enrolled in appropriate training courses leading to acquisition of the competency, provided such persons serve under the direct supervision of a fully qualified coach.
4. Volunteer athletic team coaches shall meet all the qualifications and competencies required of temporary athletic team coaches employed by the District.

### C. Forms Used and Additional References

1. Application
2. Contract

### D. Procedures

At the first regular Governing Board meeting or within 30 days after selection of a temporary athletic team coach, whichever is sooner, the Superintendent or designee shall certify to the Board that all temporary athletic team coaches meet the qualifications and competencies required by law. (Code of Regulations, Title 5, Section 5594)

## TEMPORARY ATHLETIC TEAM COACHES (continued)

Upon the recommendation of the Superintendent or designee, the board shall certify to the State Board of Education, by April 1 of each year, that the District conforms with state requirements governing the employment of temporary athletic team coaches. (Title 5, Section 5594)

### Competencies

Temporary athletic team coaches shall give evidence of the following required competencies:

1. Care and prevention of athletic injuries, basic sports injury first aid, and emergency procedures:
  - a. Completion of a college-level course in the care and prevention of athletic injuries and possession of a valid cardiopulmonary resuscitation (CPR) card **and automated external defibrillator (AED) card.**
  - b. A valid sports injury certificate or first aid card, and a valid cardiopulmonary resuscitation (CPR) card., **and automated external defibrillator (AED) card.**
  - c. ASEP Coaching Class
2. Coaching theory and techniques in the sport or game being coached:
  - a. ASEP Coaching Class
3. Knowledge of the rules and regulations pertaining to the sport or game being coached, the league rules, and, at high school level, the regulations of the CIF.
  - a. ASEP Coaching Class
4. Child or adolescent psychology as it relates to sports participation:
  - a. completion of a college-level course in child psychology for elementary school positions and adolescent or sports psychology for secondary school positions.



**TEMPORARY ATHLETIC TEAM COACHES** (continued)

- b. completion of a seminar or workshop on human growth and development of youth.
  - c. prior active involvement with youth in school or community sports program. (Title 5, Section 5593)
- 5. Substance abuse prevention, including but not limited to tobacco, alcohol, steroids and human growth hormones, as evidenced by the completion of a college-level course, workshop or seminar that includes instruction on substance abuse prevention and the physical and psychological effects or steroids and human growth hormones.

In addition, non-certificated persons employed to coach or supervise District athletic teams must first be determined:

- 1. not to have been convicted of any offense referred to in Education Code 44010, 44011 or 44424, or any offense involving moral turpitude or evidencing unfitness to associate them with children.
- 2. to be free from tuberculosis and any other contagious disease that would prohibit certificated teachers from teaching, as verified by a written statement, renewable every four years, from a licensed physician or other person approved by the District (Title 5, Section 5592)

Procedures for Employment

- 1. The need for a coach is identified by the Athletic Director and the site principal. The site principal sends a request to Human Resources to advertise the position within the District.
- 2. The Human Resources office prepares a vacancy announcement for District teaching staff.
  - a. First consideration will be given to District teaching staff.

### **TEMPORARY ATHLETIC TEAM COACHES (continued)**

3. Before interviewing any applicants, the Athletic Director and the site Principal shall prepare specific criteria, in writing, to determine selection of the appropriate candidate for the open coaching position. The criteria shall include the competencies contained in title 5, section 5593 and any additional criteria established by the administration that is relevant to the specific coaching position.
  - a. If none of the applicants among the District teaching staff meet all of the criteria established for the open coaching position, such District teacher applicants will be so informed.
  - b. Where there are no qualified applicants among the District teaching staff, Human Resources may prepare vacancy announcements for all other applicants. All other applicants include: classified employees of the District; certificated employees who are not current employees in the District; and all other outside candidates.
4. The Human Resources office collects applications and establishes a “Master File” for each open position. After the “closing date” has passed for an open coaching position, the applications are reviewed by the site principal and the athletic director.
5. The athletic director and the site principal screen the applications and select candidates to be interviewed. Screening criteria includes, but is not limited to, professional qualifications experience, education and training.
6. The Athletic Director and the site Principal interview the applicants and submit the “Summary of Interviews” to the Human Resources with the recommendation for employment.
7. The Associate Superintendent for Human Resources reviews the interview panel’s recommendation for employment prior to offering a candidate a coaching position.
8. A background check and fingerprint clearance must be completed before employing the successful candidate.

## TEMPORARY ATHLETIC TEAM COACHES (continued)

9. The Human Resources office offers the position to the successful candidate and schedules a date and time to sign up the candidate. The candidate must have a current driver's license and social security card and, within thirty (30) days of being hired, furnish the following:
  - a. CPR certificate
  - b. First Aid certificate
  - c. **Automated External Defibrillator card**
  - ~~e.~~d. TB test clearance
  - ~~d.~~e. ACEP Coaching class – next available class
10. All requirements listed above in a, b, ~~and c~~, **and d** must be met within 30 days of DOH. If these requirements are not met within 30 days of DOH, the coach will not be allowed to coach until all requirements are met.
11. Selected candidate signs contract subject to Board approval.
12. The Associate Superintendent for Human Resources submits the names of those individuals being recommended for employment to the school Board for approval.
13. The Human Resources office notifies those individuals who applied and were not selected.
14. The Human Resources office notifies the principal and athletic director when the individual selected is ready to coach.
15. Upon completion of the coaching season the athletic director, through the site principal, submits a request for payment to Human Resources.
16. The Human Resources office then verifies that all coaches to be paid were properly signed up and releases the pay requests to payroll for processing. (If a coach is not signed up by Human Resources, his/her payroll check will be held).

## TEMPORARY ATHLETIC TEAM COACHES (continued)

### Code of Ethics

It is the duty of all concerned with high school athletics:

1. to emphasize the proper ideals of sportsmanship, ethical conduct and fair play.
2. to eliminate all possibilities which tend to destroy the best values of the game.
3. to stress the values derived from playing the game fairly.
4. to show cordial courtesy to visiting teams and officials.
5. to establish a happy relationship between visitors and hosts.
6. to respect the integrity and judgment of sports officials.
7. to achieve a thorough understanding and acceptance of rules of the game and the standards of eligibility.
8. to encourage leadership, use of initiative, and good judgment by the players on a team.
9. to recognize that the purpose of athletics is to promote the physical, mental, moral, social and emotional well-being of the individual players.
10. to remember that an athletic contest is only a game—not a matter of life and death for player, coach, school, officials, fan, community, state or nation.
11. not suggest, provide or encourage any athlete to use non-prescriptive drugs, anabolic steroids, or any substance to increase physical development or performance that is not approved by the U.S. Food and Drug administration, U.S. surgeon General, or the American Medical Association.
12. not recruit athletes from other schools.
13. follow the rules of behavior and the procedures for crowd control as established by the board and the league in which the District participates. (Title 5, Section 5596)

**Human Resources - Classified**

**AR 4227 (f)**

## TEMPORARY ATHLETIC TEAM COACHES (continued)

**E. Reports Required**

None

**F. Record Retention**

Coaches personnel file

**G. Responsible Administrative Unit**

Human Resources

**H. Approved By**

Associate Superintendent for Human Resources

Regulation Approved:  
Joint Board: 3/25/97

Regulation Revised:  
TUSD: 10/28/97  
1998/99



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** August 13, 2019  
**SUBJECT:** **Approve Intern Agreement With CalState TEACH**

**BACKGROUND:** Tracy Unified School District currently employs interns through a number of colleges and universities. This has aided the District in increasing the number of candidates that are available for a variety of teaching/administrative positions within the district. A contract with CalState TEACH will expand options for meeting staffing needs. This agreement will be effective August 1, 2019 and ending July 31, 2022.

**RATIONALE:** By adding the CalState TEACH Intern program, the District will expand its pool of applicants. This agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** There is no cost to the District.

**RECOMMENDATION:** Approve Intern Agreement With CalState TEACH.

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



**California State University's CalStateTEACH Program**

**Memorandum of Understanding and Agreement  
For the Employment of University Students Who Have an Intern Credential**

This agreement is between the Tracy USD School District ("District") and the California State University's CalStateTEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Internship Program through which University students who hold an intern credential from the California Commission on Teacher Credentialing ("Paid Interns") will gain experience in the public school setting. This agreement does not apply to unpaid service learning placements that are part of a credentialing program.

**RECITALS**

CalStateTEACH operates a program for the education and training of candidates pursuing a California Preliminary Multiple Subject Teaching Credential with English Learner Authorization (ELA) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer intern options in these programs.

The District is authorized under Education Code 44320 et seq., to cooperate with institutions of higher education in providing training and experience to credential candidates who hold an intern credential ("Paid Intern").

One or more District employees who are credentialed, experienced faculty members at a District high school, middle school, or elementary school have agreed to be responsible for a class or classes assigned to a credential candidate, and may be referred to below as mentor teachers.

University employs one or more experienced credentialed teachers, administrators, or faculty who have agreed to provide direct classroom supervision and support to credential candidates and mentor teachers. Such individuals may be referred to below as university supervisors.

**TERM OF THE AGREEMENT**

This Agreement shall remain in effect for a term of 3 years beginning August 1, 2019 and ending July 31, 2022, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

**CTC REQUIREMENTS FOR SUPPORT AND SUPERVISION OF INTERN TEACHERS**

In 2013, the California Commission on Teacher Credentialing (CTC) adopted policies that specify the number of hours of general support and supervision, as well as additional specific English learner support and supervision, which must be provided to Paid Interns. The regulations



(California Education Code §44321; 5 Cal. Code Reg. § 80033) were approved and made part of law effective 2014.

Under the newly approved regulations, the University and District must ensure:

- A minimum of 144 hours per year (**72 hours per semester**) of support/mentoring and supervision must be provided to each Paid Intern including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.
- **A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.**
- The District must identify a mentor or other designated individual who meets the Commission's specified criteria prior to a Paid Intern assuming daily teaching responsibilities.
- An additional 45 hours per year (23 hours per semester) of support/mentoring and supervision specific to meeting the needs of English learners is required for a Paid Intern who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Crosscultural, Language and Academic Development (CLAD) Certificate. The additional hours of support can be provided by the credential program and/or the district employed mentor. The individual(s) providing this support must hold a valid California Teaching Credential with a valid English Learner Authorization or Crosscultural Language and Academic Development (CLAD) Certificate.

#### **DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES**

1. Prior to the Paid Intern's first day as teacher of record, provide each Paid Intern with a certified, experienced district-employed mentor/liaison who will work collaboratively with the University Supervisor to support the Paid Intern in achieving competency in the Teaching Performance Expectations. District will provide documentation of appropriate credentialing of district-employed supervisor as needed.
2. Identify a District-employed supervisor who serves as an evaluator for the Paid Intern.
3. Provide new teacher orientation, on-going support and other clinical/ professional experiences for Paid Interns teaching in the District's schools under the supervision of a district-employed mentor/liaison.
4. Provide release time for participation in district group/regional group meetings and professional development activities including time to observe other exemplar teachers teaching in their classrooms.
5. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by a Paid Intern. University will cooperate with District in any investigation concerning the reported violation.
6. District will instruct intern in school policies regarding child abuse reporting, sexual harassment and professional conduct.

#### **UNIVERSITY DUTIES**





1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the intern.
2. University will guarantee that Paid Interns have met California Commission for Teacher Credentialing (CTC) requirements for an intern credential (Certificate of Clearance, CBEST, subject matter competence, negative tuberculosis test, U.S. Constitution) and University requirements (satisfactory completion of course work that meets the CTC pre-service requirement, a copy of the district offer of employment) prior to recommending the candidate for an intern credential.
3. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
4. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Paid Intern in the school. District will cooperate with University in any investigation concerning the reported violation.
5. University will guarantee that the Paid Intern and university supervisors have appropriate TB and fingerprinting clearance.
6. University will instruct Paid Interns in state laws regarding child abuse reporting, sexual harassment and professional conduct.
7. University supervisors will conduct systematic and regular observations of Paid Interns' performances in the District's classrooms.
8. University supervisors will confer regularly with district-employed mentor/liaison and with the site administration through meetings, telephone calls, and/or e-mail.

#### **UNIVERSITY SUPERVISOR AND DISTRICT-EMPLOYED MENTOR/LIAISON RESPONSIBILITIES**

1. Collaborate to ensure that the Paid Intern receives a minimum of two hours of support/mentoring and supervision every five instructional days.
2. Collaborate to ensure that the Paid Intern receives specific support and supervision in addressing the needs of English Language Learners.
3. Use the list of activities that satisfy CTC support and supervision requirements to assist the Paid Intern in identifying and participating in a broad range of experiences to support his/her growth as a teacher.
4. Assist the Paid Intern in creating networks with faculty, staff, and administrators who can provide additional support.

#### **PAID INTERN RESPONSIBILITIES**

1. Document required hours weekly using the electronic log.
2. Have the electronic log verified by both the University Supervisor and District-employed mentor/liaison to ensure that he/she is receiving the required support/mentoring and supervision.

#### **DISTRICT DISCRETION**

It is at the sole discretion of the District to hire a University candidate for a Paid Intern position and to terminate the assignment in accordance with District policies and procedures. The District will notify the University of any Review that could result in termination. The University will



notify the CTC to withdraw the intern credential of a Paid Intern who is terminated by the District.

#### **LIABILITY INSURANCE & WORKERS' COMPENSATION**

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty Million Dollars (\$20,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall maintain automobile liability, general liability, workers' compensation and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

District shall maintain workers' compensation coverage applicable to its employees, including Paid Interns.



### **INDEMNIFICATION**

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

### **ADDITIONAL PROVISIONS**

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.



**CalStateTEACH**  
TEACHER PREPARATION PROGRAM



**Distinguished Program**

Signed this \_\_\_\_\_ date of \_\_\_\_\_.

\_\_\_\_\_  
School District Designee

\_\_\_\_\_  
Dr. Nan Barker, Regional Director,  
California State University's CalStateTEACH



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** August 12, 2019  
**SUBJECT:** Approve Declaration for a Provisional Internship Permit

**BACKGROUND:** In response to the phasing out of emergency permits, the California Commission on Teacher Credentialing has instituted the use of the Provisional Internship Permit (PIP) effective July 1, 2005. It allows an employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. This permit can only be requested by the employing agency. The permits are issued for one year and service is restricted to that employing agency.

**RATIONALE:** The Provisional Internship Permit allows the employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. This agenda item meets District Goal #2: Hire, support, develop, train and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** There is no cost to the District.

**RECOMMENDATION:** Approve Declaration for a Provisional Internship Permit.

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

**BEFORE THE BOARD OF TRUSTEES  
TRACY UNIFIED SCHOOL DISTRICT  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA**

**DECLARATION**

The Governing Board of Tracy Unified School District declares that the District has elected to employ the following teachers under a Provisional Internship Permit. These individuals will be provided orientation, guidance and assistance during the valid period of the permit. They will also be provided assistance to seek and enroll in subject matter training, if necessary, in an effort to pass the subject matter competency exam. Once the exam is passed, they will be eligible for an Intern Permit.

Tyler Sanfilippo-Williams Middle School, Physical Education Teacher; 6-8  
Seth G. Tennis-West High School, Physical Education Teacher; 9-12

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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

**ATTEST:**

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** August 14, 2019  
**SUBJECT:** **Approve Revised Job Description for Coordinator of Prevention Services**

**BACKGROUND:** In order to attract more applicants to this position, the following change to “Education and Experience” is being recommended:

*Bachelor’s Degree required, Marriage Family Therapist (MFT) or Master of Social Work (MSW) ~~required~~—preferred, Licensed Clinical Social Worker (LCSW) or Licensed Marriage Family Therapist (LMFT) preferred.*

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

**RECOMMENDATION:** Approve Revised Job Description for Coordinator of Prevention Services.

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

## **TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION**

**POSITION TITLE:** Coordinator of Prevention Services

**DEPARTMENT:** Student Services

**POSITION SUMMARY:** Under the general direction of the Director of Student Services and Curriculum, or his/her designee, the Coordinator of Prevention Services will develop and implement a drug prevention/intervention education program that will meet the needs of TK-12 students, parents, teachers, and community; foster relationships between the District, community organizations, students, their families and county and public agencies to create prevention and intervention opportunities for at-risk students; develop and update district procedures for addressing students in crisis.

### **ESSENTIAL FUNCTIONS:**

1. Develop, monitor and maintain effective district policies and programs for at-risk students.
2. Coordinate health related educational programs regarding substance abuse, maturation and communicable disease prevention for all students TK-12.
3. Coordinate Mental Health Prevention and Early Intervention Counseling services and programs including suicide awareness and prevention.
4. Coordinate and implement training for staff.
5. Coordinate a community resource directory and outreach program for the District.
6. Prepare reports and information for the Associate Superintendent for Educational Services and various state and federal agencies.
7. Supervise and coordinate TUSD Parent Liaison Program and evaluate Parent Liaison employees.
8. Plan, coordinate and implement strategies, curriculum and activities to involve parents of at-risk youth.
9. Research, plan, develop and implement prevention and intervention services and activities for at-risk youth.
10. Coordinate early intervention and mental health programs.
11. Serve as liaison for foster/homeless youth.
12. Develop and implement a Student Assistant program for early intervention of at-risk youth.
13. Serve on District and community committees, such as School Attendance Review Board, Prevention & Early Intervention County Committee, and others as needed.
14. Coordinate articulated communications with a variety of community services.
15. Research and implement new sources of funding and resources which meet the goals of the Prevention Services Program including budgeting and monitoring department funds.



16. Write grants and develop curriculum with respect to established District priorities, giving special emphasis to prevention and intervention education and related services.
17. Coordinate bi-annual California Healthy Kids Survey as required by the California Department of Education.
18. Maintain regular and prompt attendance in the workplace.
19. Perform other related duties as assigned.

**EDUCATION AND EXPERIENCE:** Bachelor's Degree required, Marriage Family Therapist (MFT) or Master of Social Work (MSW) ~~required~~**preferred**, Licensed Clinical Social Worker (LCSW) or Licensed Marriage Family Therapist (LMFT) preferred. Experience in working directly with students who have substance abuse problems, mental health issues, foster and homeless youth and in setting up programs addressing prevention and early intervention services is preferred. Ability to assess student needs and pursue appropriate resources for students in crisis or at risk for both the family and/or school level.

#### **SKILLS AND QUALIFICATIONS:**

1. Ability to carry out oral and written direction; read and write at a level sufficient to fulfill the duties to be performed for the position described.
2. Possess leadership skills necessary to effectively conduct meetings/trainings.
3. Ability to operate a computer and knowledge of applicable software.
4. Knowledge of State and local education laws, codes and regulations.
5. Knowledge of Cognitive Behavior Therapy (CBT) interventions.
6. Maintain confidentiality on issues concerning program and students.
7. Communicate effectively both orally and in writing.
8. Analyze situations effectively and adopt an effective course of action.
9. Ability to establish and maintain cooperative working relationship with those contacted during the course of work.

#### **PHYSICAL REQUIREMENTS:**

**Employees in this position must be able/have the ability to:**

1. Sit for extended periods of time.
2. Enter data into a computer terminal and operate standard office equipment for extended periods of time.
3. See and read a computer screen and printed matter with or without vision aids.
4. Speak so that others may understand at normal levels and on the telephone with or without hearing aids.
5. Hear and understand at normal levels and on the telephone with or without hearing aids.
6. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
7. Bend, squat, stoop and/or climb for extended periods of time.

8. Reach overhead, grasp, push/pull up to 25 pounds for short distances.
9. Lift and/or carry up to 50 pounds at waist height for short distances.

**WORK ENVIRONMENT:**

Employees in this position will be required to work indoors in a standard office and/or classroom environment and come in direct contact with school site staff, students, parents, and the public. In addition, the Coordinator of Prevention Services must perform duties and responsibilities that occur outside school buildings and facilities on the school campus and at other program related activities and events.

**SALARY:** Leadership/Management Salary Schedule (LME), Range 32

**DAYS OF SERVICE:** 200 Days

Board Approval:      Elem. 3/30/93  
                                 H.S. 4/27/93

Revised:                TUSD 4/98  
Revised:                TUSD 5/10/16  
Revised:                TUSD 11/8/16 (range only)  
**Revised:**              **TUSD**



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** August 13, 2019  
**SUBJECT:** Approve Student Teaching Agreement With CalState TEACH

**BACKGROUND:** The District has encouraged teacher preparation institutions to place students in our schools to fulfill their requirement for obtaining a teaching credential. This has aided the District in increasing the number of candidates that are available for a variety of teaching positions within the District. This agreement will remain in effect from August 1, 2019 through July 31, 2022.

**RATIONALE:** Students will be placed with permanent status teachers within our district who are willing to serve as master teachers with the approval of their site principal.

This agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** There is no cost to the District.

**RECOMMENDATION:** Approve Student Teaching Agreement With CalState TEACH.

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



**California State University's CalStateTEACH Program**

**Memorandum of Understanding and Agreement to  
Provide Student Teacher Placements to University Students**

This agreement is between the Tracy Unified School District ("District") and the California State University's CalStateTEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Student Teaching Program through which University students enrolled in a credentialing program ("Student Teachers") will gain experience in the public school setting.

**TERM OF THE AGREEMENT**

This Agreement shall remain in effect for a term of 3 years beginning August 1, 2019 and ending July 31, 2022, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

**DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES**

1. The District will provide the Student Teachers with supervised clinical experience. The District's Designated Supervisor(s) will hold an appropriate degree, credential or license in the specified field, if any is required for that field, and at least five years' experience in that field. The Supervisor will provide the Student Teacher with at least two hours of face-to-face supervision per week for the duration of the internship. Supervision may be shared among more than one qualified District staff member.
2. The District will designate a member of its staff to participate with the University's designee in planning, implementing, and coordinating the Internship Program.
3. The District will maintain complete records and reports on each Student Teacher's performance and provide an evaluation to the University on forms the University shall provide.
4. The District may, in its sole discretion, refuse to accept as a participant in the Internship Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
5. After the District accepts the assignment of a Student Teacher, the District may terminate the internship for "good cause." "Good cause" may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section. District will immediately notify University, if District knows or suspects any professional or ethical or legal violations. University will cooperate with District in any investigation concerning the reported violation.



6. District shall, on any day when a Student Teacher is receiving training at its facilities, arrange for the Student Teacher to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care or other health care to any Student Teacher.

#### **UNIVERSITY RESPONSIBILITIES**

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the Student Teacher.
2. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Student Teacher in the school. University and District agree they will cooperate in any investigation concerning the reported violation.
4. University will guarantee that Student Teachers and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct Student Teachers in state laws regarding child abuse reporting, sexual harassment and professional conduct.
6. University supervisors will conduct systematic and regular observations of Student Teachers' performances in the District's classrooms.
7. University will be responsible for ensuring that Student Teachers have appropriate insurance coverage.

#### **STUDENT TEACHER RESPONSIBILITIES**

1. Provide the District with the following documentation:
  - a. a copy of the letter from the University assigning the student to the District.
  - b. a background check fingerprint clearance report.
  - c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a Student Teacher.
3. Comply with the District's policies and procedures, and applicable state and federal laws and regulations while serving as a Student Teacher.
4. Provide services to District pupils only under the direct supervision of District staff.
5. Maintain the confidentiality of pupil information. No Student Teacher will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the internship program. The discussion, transmission, or narration in any form by Student Teachers of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the internship program is forbidden except as a necessary part of the practical internship experience. Otherwise, Student Teachers shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the internship experience with University, its employees, agents or others.



## **STATUS OF DISTRICT AND UNIVERSITY STUDENTS**

The parties expressly understand and agree that all University students serving as Student Teachers in District schools pursuant to this Agreement are doing so for educational purposes only, and Student Teachers are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

## **LIABILITY INSURANCE & WORKERS' COMPENSATION**

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty-Five Million Dollars (\$25,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

## **NO WORKERS' COMPENSATION LIABILITY**

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Student Teacher or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from



any of the internship placement sites. University shall provide written notice to each Student Teacher regarding the lack of coverage of Workers' Compensation insurance by the District.

### **INDEMNIFICATION**

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

### **ADDITIONAL PROVISIONS**

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.



**CalStateTEACH**  
TEACHER PREPARATION PROGRAM



**Distinguished Program**

Signed this \_\_\_\_\_ date of \_\_\_\_\_.

\_\_\_\_\_  
School District Designee

\_\_\_\_\_  
Regional Director, California State University's CalStateTEACH





# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** August 12, 2019  
**SUBJECT:** Approve Variable Term Waiver for Special Education Teacher –  
Added Authorization in Special Education (AASE); Autism Spectrum

**BACKGROUND:** Variable term waivers provide additional time for teachers to complete the requirements for the credential that authorizes service or to provide employing agencies time to fill the assignment with an individual who either holds an appropriate credential or qualifies under one of the available assignment options.

**RATIONALE:** A Variable Term Waiver is needed to allow time to complete the requirement and obtain full Autism Spectrum Authorization.

**FUNDING:** There is no cost to the District.

**RECOMMENDATION:** Approve Variable Term Waiver for Special Education Teacher – Added Authorization in Special Education; Autism Spectrum

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

**BEFORE THE BOARD OF TRUSTEES  
TRACY UNIFIED SCHOOL DISTRICT  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA**

**DECLARATION**

The Governing Board of Tracy Unified School District declares that the District has elected to request the following Variable Term Waiver while the Special Education Teacher below works on completing the requirements to obtain his full Autism Spectrum Authorization. The individual will be provided orientation, guidance and assistance during the valid period of the waiver.

James P. Vaughn – RSP at West High School; 9th – 12<sup>th</sup> grades

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

\_\_\_\_\_  
Date

**ATTEST:**

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

\_\_\_\_\_  
Date



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** August 14, 2019  
**SUBJECT:** Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2020-2021 School Year

**BACKGROUND:** For the 2020-21 successor agreement contract negotiations, TEA is requesting to meet and negotiate the following articles:

- VI Hours
- VII Duties
- XII Class Size/Teacher Aide Time
- XIII Salaries (Compensation)
- XIV Fringe Benefits

**FUNDING:** N/A

**RECOMMENDATION:** Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2020-2021 School Year.

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent for Human Resources  
**DATE:** August 20, 2019  
**SUBJECT:** Receive the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2020-2021 School Year and submit it for Negotiations, Pending Public Input

**BACKGROUND:** The current three-year Master Agreement between the Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD) calls for successor agreement contract negotiations for the 2020-2021 contract year. TEA is requesting to meet and negotiate with the District as shared in TEA's sunshine proposal.

**RATIONALE:** TEA's sunshine proposal is also being presented to the Board at the regularly scheduled board meeting on August 27, 2019. The District is requesting to open Article XIII, Salaries (Compensation); and Article XIV, Fringe Benefits.

Pursuant to TEA's sunshine proposal, the District is also willing to open other articles by mutual agreement if, in the course of negotiations for the 2020-2021 school year, changes in one of the currently open articles necessitates changes in other articles not currently open.

**FUNDING:** N/A

**RECOMMENDATION:** Receive the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2020-2021 School Year and submit it for Negotiations, Pending Public Input.

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