

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**  
**OCTOBER 13, 2020**

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

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

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

**MODIFIED MEETING PROCEDURES DURING COVID-19 PANDEMIC:**

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

Select "Watch on Web Instead"

Once the event opens click "Join Anonymously"

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

To make a public comment, please follow this [Public Comment Link](#) available only on the date of this board meeting, between 5:00 and 6:00 p.m. to submit your comment.

**AGENDA**

- |           |  |                |
|-----------|--|----------------|
| <b>1.</b> | <b>Call to Order</b>   | <b>Pg. No.</b> |
| <b>2.</b> | <b>Roll Call – Establish Quorum</b><br>Board: S. Abererombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, J. Silcox, L. Souza<br>Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, 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. |                |
|           | <b>3.1 Administrative &amp; Business Services:</b> None.   |                |
|           | <b>3.2 Educational Services:</b>   |                |
|           | <b>3.2.1</b> Reinstatements: AR#20-21/#03, AR#20-21/#04, AR#20-21/#05<br><b>Action:</b> Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain__   |                |
|           | <b>3.3 Human Resources:</b>  |                |
|           | <b>3.3.1</b> Consider Non-Paid Leave of Absence for Classified Employee #UCL-353, Pursuant to Article XXIII<br><b>Action:</b> Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain__                                   |                |
|           | <b>3.3.2</b> Consider Non-Paid Leave of Absence for Classified Employee #UCL-  |                |

354, Pursuant to Article XXIII

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

**3.3.3** Release Probationary Classified Employee #UCL-358 Asst. to the Director of Special Ed

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

**3.3.4** Consider Public Employee/Employment/Discipline/Dismissal/Release

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

**3.3.5** Conference with Labor Negotiator

Agency Negotiator: Tammy Jalique

Associate Superintendent of Human Resources

Employee Organization: CSEA, TEA

**4. Adjourn to Open Session**

**5. Call to Order and Pledge of Allegiance**

**6. Closed Session Issues:**

**6a** Report Out of Action Taken on Reinstatements: AR#20-21/#03, AR#20-21/#04, AR#20-21/#05

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

**6b** Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-353, Pursuant to Article XXIII

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

**6c** Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-354, Pursuant to Article XXIII

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

**6d** Report Out of Action Taken on Release Probationary Classified Employee #UCL-358 Asst. to the Director of Special Ed

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

**7. Approve Regular Minutes of September 22, 2020.**

1-8

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

**8. Student Representative Reports:** None.

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

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

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

**10.2 Educational Services:**

**10.2.1** Receive Report on STEM Implementation in TUSD

9-10

**10.2.2** Receive Report on Reopening of Schools

11-12

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

**12. PUBLIC HEARING:**

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

**12.2 Educational Services:**

**12.2.1** Conduct a Public Hearing Regarding the School Readiness Preschool Program Closure and the Reopening Plan for the 2020-2021 School Year. (Separate Cover Item) **13-14**

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

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

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

**13.1 Administrative & Business Services:**

**13.1.1** Approve Accounts Payable Warrants (September, 2020) (Separate Cover Item) **15**

**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 **16-17**

**13.1.3** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year **18-19**

**13.1.4** Approve Payroll Reports (September 2020) **20-24**

**13.1.5** Approve Revolving Cash Fund Reports (September 2020) **25-26**

**13.2 Educational Services:**

**13.2.1** Approve Agreement for Special Contract Services with Catholic Charities of the Diocese of Stockton for the 2020-2021 School Year **27-30**

**13.2.2** Approve Agreement for Special Contract Services with Citizens Academy, Tracy Police Department for the 2020-2021 School Year **31-34**

**13.2.3** Approve Agreement for Special Contract Services with Park Avenue Physical Therapy for Physical Therapy assessments for the 2020-2021 School Year **35-38**

**13.3 Human Resources:**

**13.3.1** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment **39-40**

**13.3.2** Approve Classified, Certificated, and/or Management Employment **41-43**

**13.3.3** Approve Student School Counseling Fieldwork Agreement with Grand Canyon University **44-48**

- 13.3.4** Approve the Revised Instructional Calendar for 2020-21 and Classified and Certificated Calendar listings for the 2020-21 school year **49-52**

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

**14.1 Administrative & Business Services:**

- 14.1.1** Clarification of Resolution #20-05, Recertifying the Appropriation “Gann” Limits for the 2019/20 School Year for Tracy Joint Unified School District **53-57**

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

**14.2 Educational Services:**

- 14.2.1** Consider and Approve Options to Reopen Schools **58-59**

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

**14.3 Human Resources:**

- 14.3.1** Adopt Resolution 20-08, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds **60-61**

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

- 14.3.2** Approve Revised Job Description for the Secretary to the Director of Information Services and Educational Technology **62-65**

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

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

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

**17. Board Meeting Calendar:**

- 17.1** October 27, 2020  
**17.2** November 10, 2020  
**17.3** December 8, 2020  
**17.4** December 15, 2020

**18. Upcoming Events:**

- |   |                               |
|---|-------------------------------|
| <b>18.1</b> October 26, 2020            | No School, PT Conferences     |
| <b>18.2</b> October 28, 29, 20, 2020    | Minimum Day: K-5, K-8 and 6-8 |
| <b>18.3</b> November 11, 2020           | No School, Veterans’ Day      |
| <b>18.4</b> November 23-27, 2020        | Thanksgiving Break            |
| <b>18.5</b> December 21-January 1, 2021 | 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, September 22, 2020**

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

- 6:30 PM:** 1-3. President Pekari called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, J. Costa, B. Pekari, J. Silcox, L. Souza;  
A. Alexander (arrived late to closed session)  
Absent: S. Kaur  
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry
- 7:05 PM** 5. President Pekari called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Report Out of Action Taken on Approve Settlement Agreement  
**Action:** No action was taken.  
6b Report Out of Action Taken on Release Probationary Classified Employee #UCL-357 Special Education Para  
**Action:** **Vote:** Yes-5; No-0; Absent-2(Alexander, Kaur)
- Minutes:** 7. **Approve Regular Minutes of September 8, 2020.**  
**Action:** Abercrombie, Souza. **Vote:** Yes-6 ; No-; Absent-1(Kaur)
- Visitors:** None. Meeting was live streamed via Microsoft Teams.
- Student Rep Reports:** 8. These presentations were moved down the agenda to Item 11 during Hearing of Delegations:  
**Tracy High:** Sophia Alejandre appeared by video and reported that March 13, 2020 will be a day to remember when the schools shut down. She commented that this year has been a year to remember and "virtual" is a very familiar word. Said good by to class of 2020 with drive through graduation on May 15<sup>th</sup>. Cars were decked out in green and gold while teachers and admin cheered them on. In addition, admin also held Tracy High's first virtual graduation on August 1<sup>st</sup> and all made the best of it. Leadership Class held a virtual spirit week on Instagram called "Board in the Doghouse" and had students post to their activities and spirit wear to their personal Instagram while tagging their school. They welcomed the incoming Freshman to high school at a virtual orientation on August 4<sup>th</sup>. Link Crew reached out to the new students and parents. There was a virtual tour of the school with information posted on their website. The first event of the school year was the virtual club rush week. Students were given links and watched various

videos from clubs. They also had a virtual back-to-school rally. The theme was “Incredibles” and students shared their personal hero on Instagram. Leadership also announced that the 2020-21 Homecoming theme will be Bulldogs in their natural habitats. Students haven’t skipped a beat and will continue to thrive!

**West High:** Kaitlyn Durant and Gianna Uribe appeared by video and reported that over the summer students worked together to make a video welcoming Freshman and showing them around campus. The tradition of the red carpet was changed from the first day of school to the day when Freshman were picking up their books for the new year. They had students send in videos of them thanking teachers for their extra work. They also made posters and put them up around school weekly. Teachers and staff were provided a treat of root beer floats. Videos were made to promote clubs. They had to say “Goodbye” to ISET’s David Nguyen who took another position, and who is also an alumnus of West High. Suicide awareness is a big issue with this generation, and they continue to share tips and resources for those that need help.

**Kimball High:** Julian Steffens appeared by video. Students began the year with kickoff week and there was a lot of student participation. Staff received donuts as a thank you for all of their hard work in distance learning. Virtual club rush started last week with videos on the clubs to encourage student participation. These can be viewed on their website. They are participating in a community service project with the Tracy Homeless organization. They are putting kits together with essential hygiene & health items for the new shelter in Tracy.

**Alternative Ed Campus:** Elijah McKinney appeared by video. He showed a tour of the campus including the new entrance to Stein High and the DR Community Day School. Students and staff are doing their part to stop the spread of COVID19 including using hand sanitizer, health questionnaires and social distancing. He showed where the programs on campus are located including the Young Adult Program, Home Hospital, Independent Study Program, DR Community Day School and Stein High. If there are any questions, please refer to the website.

**Recognition & Presentations:**

9. None.

**Information & Discussion Items:**

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

10.2 **Educational Services:**

10.2.1 Receive Report on 2020-2021 Special Education Updates  
Director of Special Ed, Mr. Sean Brown, gave a report on the Special Education Department. He has been in education for 23 years, 21 year in special education. He has been a teacher, program administrator, TOSA and principal. We have over 2,000 students in special ed./ He reviewed the various staff members in the department. Key this year is positive relationships and communication. He will focus on the lack of continuum of special ed services for students, customer service: being

positive and consistent: and Distance Learning. He is shifting program specialist to specific sites and programs to more readily address concerns and mitigate issues. He has also planned several days of staff trainings throughout the year for various positions in the department. There will be biweekly communication to all SPED staff on policies, IEPs and assessments. He will continually assess and evaluate SPED programs and services; attend recruitment fairs and trainings; establish and maintain strong relationships with local colleges and county officials and establish weekly and/or monthly department meetings with all special education stakeholders to discuss protocols for staff, emergent issues, budget, legal news, hot cases and support to staff and administrations. It will be hard work, but they will do it together with teamwork.

## **Hearing of Delegations**

11. Dr. Stephens commented that we board has the opportunity to vote and support the filing of the waiver. Everyone needs to realize that there is a big difference between applying for the waiver and reopening the schools. Just filing the waiver does not mean we are opening the school immediately. We want to put student and staff safety first. When you hear comments made, please be clear that there is no direct relationship with filing the waiver and opening the schools, they are two separate things. We do not have a date to reopen. We have filed this for the maximum amount of flexibility so that the district can be ready to move forward. The state numbers came out for our county and they are moving in the right direction. If those numbers continue to drop, we will move from the purple to red zone in 2 more weeks. Once we are at red, all grades would be allowed to open. The waiver for us would be for the K-5 grades. If we become red, then all grades would be able to re-open and we would most likely open in a hybrid model. By the time we get results from the waiver application, conditions could change, and the outcome of the waiver would no longer be relevant. Things can move quickly. Approving the waiver does not mean the schools are reopening.

**8. Student Rep Reports** (This was moved down the agenda and heard here).

### **Hearing of Delegations comments:**

Karen Carpenter: I have a daughter who attends Tracy High and feel very strongly that she needs to be back in a classroom setting. I am associated with a great many parents of seniors who share my feelings. We believe that it is important not only for educational value, but for their mental health as well. Please re-open TUSD high schools!!

Alexandra Manzo: To whom it may concern, my name is Alexandra, and I am a Tracy High School alumni, graduating class of 2020, and I have lived in Tracy for about eight years. Considering that I came to Tracy a little before fifth grade, I've had a lot of time to acclimate to and grow with the Tracy environment. With this being said, Tracy has grown to be a place of stability and comfort. Unfortunately, as a result of these unprecedented times, that stability and comfort have been in question, personally, for the last six months.

As a former student, I recognize that I no longer attend Tracy High School. Nonetheless, many of my best friends still attend this school, and it is my intention

to keep all of my friends safe. I am sure that you, whether you be a parent, teacher, child, significant other, or any other individual, would also agree with me in that you want those closest to you to be free from harm. And, as you all know, COVID-19 has been the thing threatening this safety that we all so wish to maintain.

Now, though some people listening to this may find here my declaration and consider a particular conglomerate of people to be to blame, I would have to agree... us. We are to blame. Not those in which this virus came. We, in Tracy and the US as a whole, have been neglecting our duties to each other's safety. We have been placing our selfish desires to remain normal over the desires of those less fortunate than us, who simply wish to live.

This is what I want all of us to remember. Though some may see social distancing and mask-wearing as unnecessary and, at large, an inconvenience, it is what is necessary to keep everyone safe. It is my hope that you would all agree that, in the grand scheme of things, distancing means so little when life means so much. That is why school needs to remain virtual.

Many of you probably have children. How would you feel if your child left home to go to school and returned with a deadly virus? As harsh, dark, and concerning that sounds, this is our reality. I am not saying that you should live your lives thinking that something is constantly out to get you. But, we need to shift our mindset to this for the time being because, well, there is something... a deadly virus with no scientifically proven cure. And, though I may not have children yet, if I were a parent, my child's safety would be a priority. I would much rather have my child learning without contact from others during a pandemic than to see my child in a hospital bed.

So, it is with my sincere hope that you consider everything to which I have stated. Though I may be a recent graduate, I am not a teen who has no grasp on our reality. I am full equipped with the ability to see that safety, consideration and distance are a priority during these times. Especially for students. With all due respect, it is mine and many others' belief that, virtual learning is what is required for these students to maintain their safety and their families' safety.

Moreover, I am very grateful to have brought forth my opinions to the board. Thank you very much for allowing me to voice my concerns and I hope you all have an excellent, thought provoking rest of your evening.

Brandi Hoffert: Has TUSD already purchased thermometer's for each school site? How many will each site have? How many staff will be performing the checks in the am?

Sonali Thatte: Hello Board Members,

I would like to ask you all to please make an informed decision about approving the application for a waiver for the reopening of schools K-5. Now, CDC has finally accepted that COVID-19 can also be airborne which also means it is highly contagious.

I don't know if it's due to political pressure or what, TUSD is even thinking of applying for a waiver but our kids are at risk.

No matter whether the kids are in hybrid or full time they are getting exposed and that is worrisome.

I request you all to think about it and then make a decision.

Zoe Mears: Dear TUSD School Board,



I would like to begin this letter by thanking you for making the hard decisions. We live in a time where ideas are polarized on how to approach this world crisis. These times are tough for all involved—parents, students, and teachers. No matter the decision you make there are going to be some upset people. I hope that you will set aside the popularity of your decision making, and keep in mind the well-being of all involved. The purpose of this letter is to share my point of view as a student and child of a teacher within our school district.

My name is Zoe Mears. I am in the 10th grade at Tracy High School and have been surprised by the many changes that have happened in our world over such a short period of time. Although I wish that this would pass, I have found the best way to move forward is to embrace the change and allow our community to heal. Online learning using Teams was intimidating at first, but I have found that it is something that I have learned quickly. Even though it is not ideal, it is our best option right now.

I thank you for giving us the 100% virtual option and I would like to request that you would consider keeping us online 100% through the end of the semester. Tenth grade and the advanced courses were hard to adjust to in this mode of instruction, but I am now getting into the groove. I feel that switching the mode of instruction mid-semester would be a hard transition to us students, not to mention the teachers and parents. I hope that you would consider the impact of the juggling around of our schedules and the impact of these unnecessary changes. As a high school student, a return during the first week of November would place me in the running stretch of my semester and only give me 12 in-person lessons per class before we leave for the Winter Break. Would it not make sense to allow us to at least finish out the semester that we have grown accustomed to without any disruption? I would like for you to decide on this so that students do not have to wonder or worry about it. Please, just allow us to focus on the learning that we have already begun.

In addition to my plea to keep us in the same mode of educational learning each semester, I would like for you to please consider the current climate of COVID-19 in our area. Yes, we are looking better than the months of July and August, but we are also still fighting the good fight to get this pandemic under control. According to San Joaquin County Emergency Alert Notification System (SJREADY), on Monday, September 21st, we showed a 15% increase in COVID positive patients requiring hospitalizations from just Friday, September 18th. At that time, San Joaquin County's percentage of occupied licensed adult ICU beds were at 100%. Today, the SJREADY messaging system sent out a notification stating that 20,019 cases and 421 deaths have now been recorded in San Joaquin County. That is 178 more cases than recorded yesterday, and 6 more deaths. Why would we tempt fate and subject ourselves to the possibility of contracting this virus? Students will not keep their distance and they will not keep their masks on proper throughout their time on campus. I have an autoimmune disorder and I cannot be subjected to picking this virus up; I am not alone in this dilemma. If I contracted this virus and brought it home to my parents or grandparents, how would I feel? How would you feel? Both of my parents and my grandparents are high risk. Could you imagine if they were hospitalized and we could not be with each other? It just seems silly to me to take these types of risks when it is unnecessary. It is so much simpler to just hone this new virtual learning process which we have already begun. I have been taught throughout my life to finish what I have started and not to run when the going gets tough. I am thankfully starting to adapt and feel good about the fact that

I am doing my part to slow the spread of COVID-19. Please, TUSD do your part as well.

In conclusion, I feel that returning us back to school in haste, would be unsafe and premature. This is a possibly life-threatening decision you are making. All it takes is one outbreak – one outbreak and we are back to where we started.

Thank you again for your time and considering my letter of appeal.

- Public Hearing:**
- 12.1 **Administrative & Business Services:** None.
  - 12.2 **Educational Services:**
    - 12.2.1 Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District
- Opened public hearing at 7:51 p.m.  
No comments were received.  
Closed public hearing at 7:52 p.m.
- Consent Items:**
- 13. **Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**  
**Action:** Souza, Costa. **Vote:** Yes-6; No-0; Absent-1(Kaur)
  - 13.1 **Administrative & Business Services:**
    - 13.1.1 Approve Accounts Payable Warrants (August 2020)  
(Separate Cover Item)
    - 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 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year
    - 13.1.4 Approve Payroll Reports (August 2020)
    - 13.1.5 Approve Revolving Cash Fund Reports (August 2020)
    - 13.1.6 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
  - 13.2 **Educational Services:**
    - 13.2.1 Approve Agreement for Special Contract Services for Valley Community Counseling Services for the 2020 - 2021 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
    - 13.3.3 Approve Agreement with Stanislaus County Office of Education for Administrators Working to Obtain Their Clear Administrative Credential
- Action Items:**
- 14.1 **Administrative & Business Services:** None.

- 14.2 Educational Services:**
- 14.2.1** Approve the Learning Continuity and Attendance Plan for the 2020-2021 School Year (Separate Cover Item)  
**Action:** Souza, Abercrombie. **Vote:** Yes-6; No-0; Absent-1(Kaur)
- 14.2.2** Approve Tracy Independent Study Charter School (TISCS) Learning Continuity and Attendance Plan for the 2020-2021 School Year (Separate Cover Item)  
**Action:** Costa, Souza. **Vote:** Yes-6; No-0; Absent-1(Kaur)
- 14.2.3** Approve Adoption of Instructional Materials from Edgenuity for Physics and Chemistry at Stein High School  
**Action:** Souza, Costa. **Vote:** Yes-6; No-0; Absent-1(Kaur)
- 14.2.4** Adopt Resolution Number 20-07: A Declaration that there are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District  
**Action:** Alexander, Costa. **Vote:** Yes-6; No-0; Absent-1(Kaur)
- 14.2.5** Approve TUSD Elementary Schools Reopening Plan (Separate Cover Item)  
**Action:** Costa, Alexander. **Vote:** Yes-6; No-0; Absent-1(Kaur)
- 14.3 Human Resources:**
- 14.3.1** Adopt Resolution 20-06, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds  
**Action:** Souza, Costa. **Vote:** Yes-6; No-0; Absent-1(Kaur)

**Board Reports:**

Trustee Abercrombie reiterates what Dr. Stephens said. We are taking a conservative approach in reopening and are in no rush. We want to make sure the safety of our students and staff are at the forefront and will do this correctly. Trustee Silcox also agrees. He talks weekly with district leadership. Since last March we have been following the county health department and will continue to do so. Distance learning has been going well. It is not the most ideal, but much better than what we thought it would be. Moving forward, he is confident with whatever decision is made in the next few months, everyone will be doing their best to make it work. As a parent, it is working for his children. They want to go back to school too. We are confident that those making the decisions are doing the right thing with all of the facts. Trustee Souza thanked the high school reps for their reports. She was excited to hear them again. She also thanked Sean Brown for his report. She is excited to see the changes we have going on. She works with a lot of SPED kids and it is hard right now. We need to get them back to school. The waiver is just for us to have that opportunity. We are moving in the right direction. Once we are in red it is our responsibility to open back up. We are following the science. Mental health for our students is important. In public, she sees more kids following directions than adults. She knows that our superintendent and cabinet will not jump the gun on this. We will do this slowly and responsibly. Trustee Costa agrees with what has been said. She also thanked the administrators and especially Julie Stocking for what she wrote and put together. It took a lot of time and thought she and her team did an amazing job. If parents have read that, hopefully it will give them some comfort in knowing that we do give the time and thought to keep all safe. She encourages the parents of our students to take advantage of our free lunches. The lunch ladies spend a lot of time putting those together and you can pick up food from 1130-12:30 p.m. Trustee Alexander

commented on the passing of Justice Ruth Ginsburg and that he will miss her on the Supreme Court. Trustee Pekari commented that safety is imperative to all of us. The waiver gives us this option and we will not move quickly. There is so much behind the scenes that is going into this. He has enjoyed hearing from the students and our sites.

**Superintendent  
Report:**

Dr. Stephens expressed his appreciation for the hard work that our teachers, classified and admin are doing. They have exceeded his expectations. It is a difficult task and wanted to be sure to thank them publicly.

**Adjourn: 8:05 pm**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** September 23, 2020  
**SUBJECT:** Receive Report on STEM Implementation in TUSD

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

In addition, to provide increased support for STEM implementation, TUSD has submitted two additional grants. One, to the Department of Education's Teacher and School Leadership Incentive Program, would create a STEM Master Teacher position at STEM implementation sites and provide performance-based compensation to the Master Teacher and site administrator if the site reaches certain goals. The other, to the National Science Foundation's Discovery Research K-12 Program, would provide a project-based curriculum unit, teaching support, and real-world learning experiences to sixth grade students in order to increase the computational thinking and mathematics knowledge and self-efficacy of female students in the sixth grade.

These efforts have involved multiple departments in every division of TUSD: Educational Services, Business Services, and Human Resources.

**RATIONALE:** This report updates the Board on this systemic reform to bring STEM to all TUSD students. The Board's acceptance of the award for US Ed's EIR grant, *Leadership of STEM: The PreK-12 STEM Pathway*, for the 2018-2023 School Years necessitates periodic updates.

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



operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** No funds are required for this report.

**RECOMMENDATION:** Receive Report on STEM Implementation in TUSD.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** October 6, 2020  
**SUBJECT:** Receive Report on Reopening of Schools

**BACKGROUND:** Due to COVID-19, Tracy Unified School District, like many districts across the nation and the globe, began the 2020-2021 school year in a distance learning instructional model. On June 7, 2020, the California Department of Public Health (CDPH) placed San Joaquin County on its monitoring list. On July 17, 2020, Governor Gavin Newsom announced that if a county has been on the monitoring list within the prior 14 days, a school must conduct distance learning only, until the county has been off the monitoring list for at least 14 days. In counties on the monitoring list, CDPH guidance allows a district superintendent, private school principal/head of school, or executive director of a charter school (hereinafter superintendent) to apply for a waiver from the local health officer to open an elementary school for in-person instruction. This waiver is applicable only for grades TK-6, even if the grade configuration at the school includes additional grades. Waiver requests will not be granted before San Joaquin's countywide case rate is under 200 per 100,000 for seven consecutive days. The county is recommending a phased approach in school districts with multiple TK-6 schools, to open schools in staggered intervals. When applying for the waiver, the superintendent must submit to the local health officer evidence of (1) consultation with labor and parent organizations and (2) publication of the elementary school reopening plans on the website of the local educational agency (or equivalent). The local health officer then reviews the application and reopening plan (along with local community epidemiological data), makes a determination whether to grant or deny the waiver, and consults with CDPH regarding that determination. Elementary schools in counties on the monitoring list within the prior 14 days may not open for in-person instruction until they have received approval of a submitted waiver from the local health officer. On August 28, 2020, San Joaquin Public Health released the Elementary Schools Reopening Application Waiver for district to apply. Because the number of new cases per 100K has fallen under 14 to 12.6, San Joaquin County Public Health department is currently accepting and approving waivers for the re-opening of schools. On September 22, 2020, the TUSD School Board approved the TUSD Reopening Schools Plan and on September 24, 2020, the TUSD Reopening Schools was submitted to the San Joaquin County Public Health Department for approval.

**RATIONALE:** This report on reopening of schools is being presented to the board for the TUSD reopening elementary schools for grades TK-5 to confirm a reopening date of November 2, 2020. In addition, if San Joaquin County is in the red tier for 14 days and Public Health allows for all schools on the county to reopen, TUSD will include grades 6 through 12 to be included in the reopening date beginning November 2, 2020. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** The Local Control Funding Formula and COVID-19 mitigation funds support the reopening of TUSD Elementary schools.

**RECOMMENDATION:** Receive Report on Reopening of Schools.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** September 30, 2020  
**SUBJECT:** **Conduct a Public Hearing Regarding the School Readiness Preschool Program Closure and the Reopening Plan for the 2020-2021 School Year**

**BACKGROUND:** A Public Hearing is a required component of the process of the approval of the Tracy Unified School District's School Readiness Preschool Program Closure and the Reopening Plan for the 2020-2021 School Year. On September 18, 2020, the California State Governor approved SB 820, which includes permitting direct service contractors who operate on a Local Education Agency (LEA) campus that is closed by local or state public health guidance or orders, to remain closed and be funded to be operational when the LEA has required the early learning and care program to close. In order to promote continuity of care, the LEA authority that required the early learning or childcare program closure is required to discuss in a public hearing the early learning childcare closure and prepare a plan for safely reopening those early learning or childcare programs as soon as safely possible, but no later than when the LEA campus opens for in-person instruction.

The SB 820 authorizes the State Superintendent of Public Instruction (SSPI) to establish guidance on prioritizing families for in-person early learning and childcare services when a direct service contractor's ability to serve enrolled children is limited due to local or state public health order or guidance related to COVID-19 that impacts group size or ratios. Additionally, SB 820 requires direct service contractors to provide children who are not able to receive in-person services with distance learning services pursuant to guidance issued by the SSPI. The School Readiness Preschool Program met the requirements for submitting a distance learning plan to the Department of Education, meeting program quality requirements, and offering distance learning services for children and families not receiving in-person services.

**RATIONALE:** The School Readiness Preschool Program Reopening Plan for 2020-2021 provides a detailed overview of how the Tracy Unified Preschool Programs located at North, South West Park and Villalovoz elementary school sites, will provide continuity of learning and address the impact of COVID-19 on students. The plan will outline the efforts to ensure instructional offerings and provide mental health support to families. The plan outlines the distance-learning model provided by TUSD, including staff roles and responsibilities, pupil participation and progress, pupil engagement and outreach, support for students with unique needs, how to address pupil-learning loss, and how State funds will be used to support the efforts

in the School Readiness Preschool Program Plan. The School Readiness Preschool Program Closure and the Reopening Plan must meet the requirements of being discussed at a public hearing. The School Readiness Preschool Program Reopening Plan for the 2020-2021 school year is attached here as a separate cover.

**RECOMMENDATION:** Conduct a Public Hearing Regarding the School Readiness Preschool Program Closure and the Reopening Plan for the 2020-2021 School Year.

Prepared by: Tania Salinas, Director of Continuous Improvement, State and Federal Programs.





# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** October 1, 2020  
**SUBJECT:** Approve Accounts Payable Warrants (September 2020)

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

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

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Accounts Payable Warrants (September 2020).

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



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** September 16, 2020  
**SUBJECT:** **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

Stein High School:

1. Tracy Unified School District/Stein High School – Tracy Young Adult Program: From Heather Yates, a used refrigerator valued at \$200.00. This donation will be used for the Tracy Young Adult Program (TYAP) cooking classes.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From William and Celeste Koster for the amount of \$1,000.00 (ck. #1126). This donation is a contribution to the Arianna Koster Scholarship for the 2020-2021 school year.

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

**FUNDING:** Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials

Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** October 13, 2020  
**SUBJECT:** **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year**

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

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

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

**RECOMMENDATION:** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year.

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



## 2020/2021 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
Hirsch Elementary PTO		<i>Current</i>
Freiler Staff Parent Association	<i>Recommended for Approval</i>	
George Kelly Parent Faculty Alliance	<i>Recommended for Approval</i>	
Jacobson Staff Parent Association		<i>Current</i>
Jaguar Theatre Booster Club	<i>Recommended for Approval</i>	
Kimball High School Music Boosters, Inc	<i>Recommended for Approval</i>	
North School Parent Club		<i>Current</i>
Poet Christian PTSA		<i>Current</i>
South/West Park Parent Club		<i>Current</i>
Tracy High Baseball Boosters, Inc	<i>Recommended for Approval</i>	
Tracy High Bulldog Band Booster Club		<i>Current</i>
Tracy High School Football Boosters	<i>Recommended for Approval</i>	
THS Volleyball Booster Club		<i>Current</i>
Villalovoz PFC		<i>Current</i>
WHS - Homefield Advantage Athletic Booster Club		<i>Current</i>
West High Science Boosters		<i>Current</i>

Revised 9/30/2020





TRACY  
UNIFIED SCHOOL DISTRICT

## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** October 1, 2020  
**SUBJECT:** Approve Payroll Reports (September 2020)

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

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

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Payroll Reports (September 2020).

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

Pay Date 09/10/2020

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	455,268.95	Teachers' Salaries
		1300	2,924.80	
		1900	10,450.00	Other Certificated Salaries
		2100	37,753.66	Instructional Aides' Salaries
		2200	51,562.95	Classified Support Salaries
		2300	172.80	
		2400	12,714.38	Clerical & Office Salaries
		2900	5,390.71	
		<b>Total Labor</b>	<b>576,238.25</b>	
Fund	01	SACS Object	Amount	
		3101	72,327.29	STRS On 1000 Salaries
		3102	256.14	STRS On 2000 Salaries
		3201	235.98	PERS On 1000 Salaries
		3202	14,110.96	PERS On 2000 Salaries
		3301	7,835.67	
		3302	7,475.52	
		3501	233.17	State Unemploy On 1000 Salary
		3502	53.78	State Unemploy On 2000 Salary
		3601	8,400.69	Worker'S Comp Ins On 1000 Sal
		3602	1,928.69	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>112,857.89</b>	
Fund	11	SACS Object	Amount	
		1100	6,446.21	Teachers' Salaries
		2100	2,060.06	Instructional Aides' Salaries
		2400	1,953.93	Clerical & Office Salaries
		<b>Total Labor</b>	<b>10,460.20</b>	
Fund	11	SACS Object	Amount	
		3101	448.11	STRS On 1000 Salaries
		3202	444.29	PERS On 2000 Salaries
		3301	93.48	
		3302	307.08	
		3501	3.23	State Unemploy On 1000 Salary
		3502	1.99	State Unemploy On 2000 Salary
		3601	115.55	Worker'S Comp Ins On 1000 Sal
		3602	71.96	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>1,485.69</b>	

Fund	12	SACS Object	Amount	
		2100	2,284.23	Instructional Aides' Salaries
		<b>Total Labor</b>	<b>2,284.23</b>	
<b>Fund</b>	<b>12</b>	<b>SACS Object</b>	<b>Amount</b>	
		3102	4.79	STRS On 2000 Salaries
		3202	149.77	PERS On 2000 Salaries
		3302	144.17	
		3502	1.13	State Unemploy On 2000 Salary
		3602	40.96	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>340.82</b>	
<b>Fund</b>	<b>13</b>	<b>SACS Object</b>	<b>Amount</b>	
		2200	7,028.05	Classified Support Salaries
		<b>Total Labor</b>	<b>7,028.05</b>	
<b>Fund</b>	<b>13</b>	<b>SACS Object</b>	<b>Amount</b>	
		3202	1,095.70	PERS On 2000 Salaries
		3302	484.74	
		3502	3.56	State Unemploy On 2000 Salary
		3602	125.98	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>1,709.98</b>	

ESCAPE ONLINE

Pay Date 09/30/2020

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	SACS Object	Amount	
01	1100	4,924,713.17	Teachers' Salaries
	1200	375,560.88	Cert Pupil Support Salaries
	1300	503,269.77	Cert Suprvrs' & Admins' Sal
	1900	115,151.76	Other Certificated Salaries
	2100	406,911.27	Instructional Aides' Salaries
	2200	780,959.02	Classified Support Salaries
	2300	181,262.63	Class Suprvrs' & Admins' Sal
	2400	454,640.53	Clerical & Office Salaries
	2900	40,496.42	Other Classified Salaries
	<b>Total Labor</b>	<b>7,782,965.45</b>	
01	3101	927,618.85	STRS On 1000 Salaries
	3102	6,132.27	STRS On 2000 Salaries
	3201	35,896.91	PERS On 1000 Salaries
	3202	366,079.48	PERS On 2000 Salaries
	3301	88,483.85	
	3302	131,572.48	
	3401	632,927.34	
	3402	252,513.16	
	3501	2,959.48	State Unemploy On 1000 Salary
	3502	930.92	State Unemploy On 2000 Salary
	3601	106,092.69	Worker'S Comp Ins On 1000 Sal
	3602	33,417.23	Worker'S Comp Ins On 2000 Sal
	3701	78,475.05	
	3702	41,462.83	
	<b>Total Contributions</b>	<b>2,704,562.54</b>	
09	1100	15,139.18	Teachers' Salaries
	1200	641.92	Cert Pupil Support Salaries
	<b>Total Labor</b>	<b>15,781.10</b>	
09	3101	1,598.69	STRS On 1000 Salaries
	3201	1,179.62	PERS On 1000 Salaries
	3301	505.68	
	3401	1,769.46	
	3501	7.90	State Unemploy On 1000 Salary
	3601	282.88	Worker'S Comp Ins On 1000 Sal
	<b>Total Contributions</b>	<b>5,344.23</b>	
11	1100	12,879.37	Teachers' Salaries
	1200	8,260.75	Cert Pupil Support Salaries
	1300	10,964.84	Cert Suprvrs' & Admins' Sal
	2100	6,299.29	Instructional Aides' Salaries
	2400	8,945.71	Clerical & Office Salaries
	<b>Total Labor</b>	<b>47,349.96</b>	
11	3101	5,184.97	STRS On 1000 Salaries
	3202	3,155.67	PERS On 2000 Salaries
	3301	433.18	
	3302	1,104.15	
	3401	2,139.65	
	3402	1,980.95	
	3501	16.06	State Unemploy On 1000 Salary
	3502	7.62	State Unemploy On 2000 Salary
	3601	575.47	Worker'S Comp Ins On 1000 Sal
	3602	273.29	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>14,871.01</b>	

Fund	SACS Object	Amount	
Fund 12	1300	2,107.90	Cert Suprvrs' & Admins' Sal
	2100	9,309.65	Instructional Aides' Salaries
	2300	2,561.88	Class Suprvrs' & Admins' Sal
	2400	4,116.57	Clerical & Office Salaries
	<b>Total Labor</b>	<b>18,096.00</b>	
Fund 12	3101	340.43	STRS On 1000 Salaries
	3102	410.99	STRS On 2000 Salaries
	3202	2,056.94	PERS On 2000 Salaries
	3301	27.81	
	3302	939.65	
	3401	196.08	
	3402	1,606.26	
	3501	1.05	State Unemploy On 1000 Salary
	3502	8.01	State Unemploy On 2000 Salary
	3601	37.78	Worker'S Comp Ins On 1000 Sal
	3602	286.60	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>5,911.60</b>	
	Fund 13	2200	141,988.05
2300		34,511.91	Class Suprvrs' & Admins' Sal
2400		16,889.84	Clerical & Office Salaries
<b>Total Labor</b>		<b>193,389.80</b>	
Fund 13	3202	33,715.91	PERS On 2000 Salaries
	3302	13,396.50	
	3402	16,202.94	
	3502	96.69	State Unemploy On 2000 Salary
	3602	3,466.54	Worker'S Comp Ins On 2000 Sal
<b>Total Contributions</b>	<b>66,878.58</b>		

ESCAPE ONLINE



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** October 1, 2020  
**SUBJECT:** Approve Revolving Cash Fund Reports (September 2020)

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

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

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Revolving Cash Fund Reports (September 2020).

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



10/01/20

**TUSD**  
**REVOLVING CASH FUND**  
September 2020

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
09/01/2020	9670	ARASH BEHNAM	.20 FTE PAY	
			01-0000-0-1110-1000-1100-709-8999	-962.07
TOTAL				-962.07
09/02/2020	9671	CASHIER DEPT. OF PESTICIDE R...	PO21-00979 LICENSE RENEWAL	
			01-8150-0-0000-8110-5800-800-9502	-300.00
TOTAL				-300.00
09/15/2020	9672	AVID Center	PO21-01046 Teresa Ignatovich Registration I...	
			01-0709-0-1110-2140-5800-490-2767	-850.00
TOTAL				-850.00
09/18/2020	9673	MEGHAN BURKE-VASBINDER	Staff Buy Back Day	
			01-0709-0-1110-2140-1107-806-2794	-152.46
TOTAL				-152.46
09/21/2020	9674	YRC Freight	PO21-01116 Best Buy Returns	
			01-7420-0-1110-2420-5920-800-9222	-705.00
TOTAL				-705.00



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** September 24, 2020  
**SUBJECT:** **Approve Agreement for Special Contract Services with Catholic Charities of the Diocese of Stockton for the 2020-2021 School Year**

**BACKGROUND:** The Tracy Unified School District (TUSD) has offered parenting classes and parent outreach workshops to families, as a supportive service in previous years. For over 70 years, Catholic Charities of the Diocese of Stockton has provided social services to San Joaquin County and neighboring counties. They create services that support families and enhance communities regardless of race, age, or religion.

**RATIONALE:** There are many potential benefits to coordinating virtual parent outreach workshops at TUSD school sites. Additionally, this service aligns with TUSD's LCAP Goal 2) Provide a safe and equitable learning environment for all students and staff, Priority 3) Parent Engagement.

**FUNDING:** Catholic Charities of the Diocese of Stockton provides this service at no-cost to the district.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Catholic Charities of the Diocese of Stockton for the 2020-2021 school year.

**Prepared by:** Dr. Deidre Hill-Valdivia, Coordinator of Prevention Services.

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

1. Contractor shall perform the following duties: To provide Nurturing Parenting Program virtual workshops intended to empower parents with new knowledge, beliefs, strategies and skills in parenting for the 2020-21 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1-1.5 ( )  HOURS [ ] DAYS, under the terms of this agreement at the following location All TUSD Schools.

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

- a. District shall pay \$0.00 per  HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$0.00. 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 July 1, 2020, and shall terminate on June 30, 2021.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Deidre Hill-Valdivia, at (209) 830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [  ] WILL [  ] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

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

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

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** September 24, 2020  
**SUBJECT:** **Approve Agreement for Special Contract Services with Citizens Academy, Tracy Police Department for the 2020-2021 school year**

**BACKGROUND:** The Tracy Unified School District (TUSD) has offered parenting classes and parent outreach workshops to families, as a supportive service in previous years. The Citizens Academy of Tracy Police Department has an existing partnership with TUSD schools and would like to expand district-wide.

**RATIONALE:** There are many potential benefits to coordinating virtual parent outreach workshops at TUSD school sites. The Citizens Academy, Tracy Police Department provides an in-depth view into various areas of law enforcement. It is a free educational and informative program that gives citizens the opportunity to learn about the role of law enforcement in the City of Tracy. At the conclusion of the Citizens Academy, graduates will receive a certificate of completion. It is their goal that upon completion of the course, graduates will partner with the Tracy Police Department by joining the Volunteers in Police Service (VIPS). This service aligns with TUSD's LCAP Goal 2) Provide a safe and equitable learning environment for all students and staff, Priority 3) Parent Engagement.

**FUNDING:** Citizens Academy, Tracy Police Department, provides this service at no cost to the district.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Citizens Academy, Tracy Police Department for the 2020-2021 school year.

**Prepared by:** Dr. Deidre Hill-Valdivia, Coordinator of Prevention Services.

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

1. Contractor shall perform the following duties: To virtually engage the community and provide an in-depth view into various areas  
areas of law enforcement for the 2020-21 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1-1.5 ( )  HOURS [ ] DAYS, under the terms of this agreement at the following location All TUSD Schools.

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

- a. District shall pay \$0.00 per  HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$0.00. 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 July 1, 2020, and shall terminate on June 30, 2021.

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



6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Deidre Hill-Valdivia, at (209) 830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [  ] WILL [X] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

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

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** October 6, 2020  
**SUBJECT:** **Approve Agreement for Special Contract Services with Park Avenue Physical Therapy for Physical Therapy assessments for the 2020-2021 School Year**

**BACKGROUND:** TUSD students may require Physical Therapy assessments/services as part of their Individualized Education Plan or indicated on their Assessment Plan. In an educational setting, the Physical Therapist assessment's is to provide the IEP team information regarding student's performance in the environment which can be a facilitator or barrier as related to Physical Therapy in the school setting. The team uses this information to determine the student's eligibility for special education services and the content of the student's Individualized Education Program Plan (IEP). Currently, there are a few students awaiting Special Education assessment with Physical Therapy as listed on their assessment plans. Park Avenue Physical Therapy will provide a licensed Physical Therapist to provide initial assessments and determine if student qualifies for Physical Therapy services in the classroom setting.

**RATIONALE:** Tracy Unified School District does not have access to credentialed Physical Therapy therapists in the District; therefore, it is necessary to provide these services through a contract arrangement. Park Avenue Physical Therapy will provide a licensed Physical Therapist to conduct Initial Assessments for students and determine if students qualify for Physical Therapy in the education setting. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal # 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for Park Avenue Physical Therapy contract will not exceed \$5,000.00 for the fiscal year beginning July 1, 2020 and ending June 30, 2021. Special Education contract expenses are funded through 602 funding for Special Education, and budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Park Avenue Physical Therapy for Physical Therapy assessments for the 2020-2021 School Year.

**Prepared by:** Sean Brown Director of Special Education.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Park Avenue Physical Therapy will provide Physical Therapy assessments to students as requested in assessment plans to determine if students qualify for Physical Therapy services in the educational setting.

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 100 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location \_\_\_\_\_.

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

- a. District shall pay \$ \_\_\_\_\_ per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ 5,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [X] SHALL [ ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 200.00 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on October 14, 2020, and shall terminate on June 30, 2021.

5. This agreement may be terminated at any time during the term by either party upon \_\_\_\_\_ 45 days' written notice of termination delivered by certified mail, return receipt requested.



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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

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

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** September 30, 2020  
**SUBJECT:** **Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment**

<u>BACKGROUND:</u>	<u>CERTIFICATED RESIGNATION</u>		
<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Ortega, Johanna 2 <sup>nd</sup> grade	South/West Park	09/16/2020	Personal
Toon, Christine Special Ed. SDC mild/moderate	West High	09/28/2020	Deceased

<u>BACKGROUND:</u>	<u>CLASSIFIED RESIGNATION</u>		
<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Bartholdi, Natalie Food Service Worker I	McKinley	09/14/2020	Accepted an IEP Para Educator I position
Bauer, Daniel Irrigation Specialist/Grounds/Mechanic	MOT	09/30/2020	Personal
Bailey, Jennifer ISET Technician Level I	ISET	09/30/2020	Personal
Estrada, Cindy Bilingual Para Educator I	SWP	10/02/2020	Accepted Bilingual Para Educator I position at West High



Flores, Belicia IEP Para Educator I	Jacobson	09/26/2020	Personal
Galvan Piceno, Maria Parent Liaison	SWP	09/24/2020	Accepted Secretary to the Director of ISET
Grande, Elizabeth H.S. Attendance Clerk	KHS	09/23/2020	Accepted Student Body Bookkeeper position at Kimball
Martinez, Erica K-8 Library technician	SWP	09/19/2020	Personal
Minten, Mark Utility Person III	MOT	09/14/2020	Accepted Irrigation Specialist/Bus Driver/ Custodian position
Moore, Sharon Food Service Worker I	McKinley	09/21/2020	Deceased
Smith, Kelly Food Service Worker I	WHS	09/28/2020	Deceased

**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 R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** September 30, 2020  
**SUBJECT:** **Approve Classified, Certificated, and/or Management Employment**

**BACKGROUND:**

**CERTIFICATED**

Jaramillo, Josiah

Home Economics (Replacement)  
West High School  
"A" Step 1, Class III, \$44,855.00  
Fund: General Fund

Moren, Aaron

English (New Position)  
Kimball High School  
"A" Step 1, Class I, \$43,186.00  
Fund: General Fund

Schaner, Santiago

Science (Temporary - replacement)  
Monte Vista Middle School  
"A" Step 1, Class I, \$43,186.00  
Fund: General Fund

**BACKGROUND:**

**CLASSIFIED**

Bartholdi, Natalie

IEP Para educator I (Replacement)  
McKinley Elementary  
Range 24, Step E - \$18.72 per hour  
6.25 hours per day  
Fund: SPED- Idea Bas Grnt Entl

Estrada, Cindy	Bilingual Para Educator I (Replacement) West High School Range 24, Step D - \$17.87 6.50 hours per day Fund: Targeted EL
Galvan Piceno, Maria	Secretary to the Director of ISET (New) ISET Range 40, Step A - \$22.56 per hour 8 hours per day Fund: General fund
Grande, Elizabeth	Student Body Bookkeeper/Health (Replacement) Kimball High School Range 34, Step C - \$21.53 per hour 8 hours per day Fund: General fund
Millan, Giovanna	Preschool Instructor (Replacement) North Preschool Range 30, Step C - \$19.59 per hour 7.5 hours per day Fund: Other Local #5 and Child Care & Dev-Gain Mrkt Srvy
Minten, Mark	Irrigation Specialist/Bus Driver/Custodian Maintenance Operations and Transportation Range 38, Step E - \$26.00 per hour 8 hours per day Fund: Special Ed Transportation and ongoing and major maintenance
Modderman, Lisa	Special Ed Para Educator I (Replacement) McKinley Elementary Range 24, Step C - \$17.07 per hour 4 hours per day Fund: SPED- Idea Bas Grnt Entl
Rodriguez, Jamilee	Preschool Instructor (New) Villalovoz Preschool Range 30, Step E - \$21.53 per hour 1.75 hours per day Fund: Other Local #5
Swoffard-Goldsby, Lolita	Preschool Instructor (New) Villalovoz Preschool Range 30, Step E \$21.53 per hour 1.75 hours per day

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** September 25, 2020  
**RE:** Approve Student School Counseling Fieldwork Agreement with Grand Canyon University

**BACKGROUND:** Tracy Unified School District encourages colleges and universities to place students in our schools to fulfill their requirements for obtaining their credential. This has aided the District in increasing the number of candidates that are available for a variety of positions within the District. A contract between Grand Canyon University and Tracy Unified School District will expand options for meeting staffing needs. This agreement is effective October 14, 2020 through June 2023.

**RATIONALE:** Students working on their field experience will be placed with fully credentialed school counselors within our District who are willing to supervise these students. This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

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

**RECOMMENDATION:** Approve Student School Counseling Fieldwork Agreement with Grand Canyon University.

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

**School Counseling Affiliation Agreement  
Between  
Grand Canyon University  
And  
Tracy Unified School District**

1. **Parties**: This agreement is entered into on this **14th** day of October by and between Grand Canyon University and **Tracy Unified School District** located at **1875 W. Lowell Ave., Tracy, CA 95376**. Hereafter referred to as the “District.”
2. **Purpose**: The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of Grand Canyon University may participate in School Counseling Internships, Practicum and Observations at the schools located in the District.
3. **Term**: The term of this Agreement begins **October 14, 2020** and ends **June 2023**.
4. **Compliance with Handbook and Policy**: Grand Canyon University and Grand Canyon University’s participating students shall comply with all policies of the University and District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and Grand Canyon University. Prior to assignment of students to the District, Grand Canyon University will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in Grand Canyon University’s student teaching manual. Failure to complete the requirements will result in non-placement of students.
5. **Confidentiality**: Grand Canyon University shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. The District shall also inform each participating Clinical Supervisor that he/she is bound to maintain in confidence, any documents or other confidential information about Grand Canyon University to which he/she might have access. Any breach of confidentiality by a participating Student or Clinical Supervisor shall be grounds for immediate termination of the clinical experience.
6. **Indemnification and Hold Harmless**: Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide participating students with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.
7. **Assignment**: The provisions of this agreement shall insure to the benefit of, and shall be binding upon the successors of the parties hereto. Neither this agreement

nor any of the rights or obligations hereunder may be transferred or assigned without prior written consent of the other party.

8. **Notices:** Notices under this agreement shall be mailed or delivered to the parties as follows:

University	District
Dr. Noe Vargas, DBH, LPC	
Assistant Dean	
College of Humanities and Social Sciences	<b>Tracy Unified School District</b>
Grand Canyon University	<b>1875 W. Lowell Ave.</b>
3300 West Camelback Road	<b>Tracy, CA 95376</b>
Phoenix, Arizona. 85017	

9. **Modification of Agreement:** This agreement may be modified only by written amendment executed by all parties.
10. **Termination:** Either party, upon thirty (30) days' written notice to the other party, may terminate this agreement.
11. **Partnership/Joint Venture/Employment:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.
12. **Nondiscrimination:** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).
13. **Responsibilities of Grand Canyon University**
- A. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify the District of the existence and outcome of any complaint of harassment by, against, or involving any participating student.



- B. Grand Canyon University students are required to fingerprint with Tracy Unified School District at their own expense, \$25.00.
- C. Grand Canyon University students are required to provide negative TB exam certificate that was done no more than three years from the placement start date.
- D. Grand Canyon University agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.
- E. That each student will be required to provide proof of his/her own professional liability insurance in the amounts of \$1,000,000/\$3,000,000 to the GCU field experience office.
- F. Grand Canyon University will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:

- i. Commercial General Liability (Minimum Requirements):

Limits of Liability:

\$1,000,000 Combined Single Limit  
 \$2,000,000 General Aggregate  
 \$1,000,000 Products Aggregate  
 \$1,000,000 Personal Injury  
 \$5,000 Medical Payments

Coverage:

Premises/Operation Liability  
 Medical Payments Liability  
 Contractual Liability  
 Personal Injury Liability  
 Independent Contractors

- ii. Certificates of Insurance:

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

Tracy Unified School District

By: \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

Name Dr. Noe Vargas, DBH, LPC  
(Please print or type)

Name \_\_\_\_\_  
(Please print or type)

Title: Assistant Dean,  
College of Humanities and Social Sciences

Title: \_\_\_\_\_

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** October 1, 2020  
**SUBJECT:** **Approve the Revised Instructional Calendar for 2020-21  
and Classified and Certificated Calendar listings for the  
2020-21 school year**

**BACKGROUND:** Attached is the revised Instructional Calendar for 2020-21 school year that have been prepared by the District and shared with both TEA and CSEA bargaining units. Also attached are the revised calendar listings for both Classified and Certificated for the 2020-21 school year.

**RATIONALE:** The Instructional calendar for 2020-21 was revised to move the parent/teacher conference day from Monday, October 26 to Tuesday, October 27 to meet the needs of the District and provide greater balance to cohort attendance in anticipation of a hybrid learning model.

**FUNDING:** None.

**RECOMMENDATION:** Approve the revised Instructional Calendar for the 2020-21 school year and the Classified and Certificated calendar listings.

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

# 2020-2021 TUSD Calendar

July 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	E17	18	19	20	21	22
23	E24	25	26	27	28	29
30	E31					

September 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	E14	15	16	17	18	19
20	E21	22	23	24	25	26
27	E28	29	30			

October 2020						
S	M	T	W	T	F	S
				1	2	3
4	E5	6	7	8	9	10
11	E12	13	14	15	M16	17
18	E19	20	21	22	23	24
25	26		M28	M29	M30	31

November 2020						
S	M	T	W	T	F	S
1	E2	3	4	5	6	7
8	E9	10	11	12	13	14
15	E16	17	18	19	20	21
22	23	24	25	26	27	28
29	E30					

December 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	E7	8	9	10	11	12
13	E14	15	M16	M17	M18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2021						
S	M	T	W	T	F	S
					1	2
3	E4	5	6	7	8	9
10	E11	12	13	14	15	16
17	18	19	20	21	22	23
24	E25	26	27	28	29	30
31						

February 2021						
S	M	T	W	T	F	S
	E1	2	3	4	5	6
7	8	9	10	11	M12	13
14	15	16	17	18	19	20
21	E22	23	24	25	26	27
28						

March 2021						
S	M	T	W	T	F	S
	E1	2	3	4	5	6
7	E8	9	10	11	M12	13
14	E15	16	17	18	19	20
21	E22	23	24	25	26	27
28	E29	30	31			

April 2021						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	E12	13	14	15	16	17
18	E19	20	21	22	23	24
25	E26	27	28	29	30	

May 2021						
S	M	T	W	T	F	S
						1
2	E3	4	5	6	7	8
9	E10	11	12	13	14	15
16	E17	18	19	20	M21	22
23	E24	M25	M26	M27	M28	29
30	31					

June 2021						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

- First and Last Days of School
- Holidays
- Board Designated Non Workday
- Student Attendance Days
- P/T Conference (no students)
- M Minimum Day, all grades, K-12 (All Schools)
- M-1 Minimum Day, grades K-5 & K-8 (Bohn, Central, Freiler, Hirsch, Jacobson, Kelly, McKinley, North Poet, South/West Park, Villalovoz)
- M-2 Minimum Day, grades K-5, K-8 & 6-8 (M-1 schools plus Monte Vista and Williams)
- M-3 Minimum Day, grades 6-12 (Monte Vista, Williams, Tracy, West, Stein, Kimball)
- M-4 Minimum Day, grades 9-12, only (Tracy, West, Stein, Kimball)
- Staff BBD (no students)
- Teacher Pre-Service Days (no students)
- Voluntary Classroom Prep Day, (Optional. May be utilized as follows: 1 Full day or two half days)

TUSD - CERTIFICATED CALENDAR FOR 2020-21

Traditional FIRST YEAR Teachers: Contract year starts 8/4/2020 (TTIP 7/27, 7/28, 7/29, 7/30, 8/3 & 8/4/20)

Traditional SECOND YEAR AND BEYOND Teachers: Contract year starts Thursday 8/7/20

School Starts for STUDENTS on Tuesday, August 11, 2020

Month	Dates	Instr Days	Work Days Yr 1	Work Days 2nd year >	TTIP Extra Pay	Buy Back Days	Miscellaneous Information
Jul	27-31	0	0	0	4		TTIP Yr 1 Tchrs - July 27th - July 30th
Aug	3-7	0	3	1		1*	TTIP Yr 1 Tchrs- July 30th Contract Day, Aug 3 Contract Day, Aug 4th Site Contract Day - Yr 1 Tchrs; Aug 6th BBD: Required ALL Teachers - Fri, Aug 7th Dist Staff Dev Day; Mon, Aug 10th Site Based Planning/Prep; Wed., Aug 5th, Voluntary Classroom Prep Day (Optional. May be utilized as follows: one full day or two half days. This time can only be utilized on the two designaed dates, Aug 5, 2020 and/or June 1, 2021).
Aug	10-14	4	5	5			Mon., Aug 10th Site Based Planning/Prep; Tue, Aug 11 - 1st Day of Classes
Aug	17-21	5	5	5			
Aug	24-28	5	5	5			
Aug-Sept	31-4	5	5	5			
Sept	7-11	4	4	4			Mon, Sept 7th, Labor Day
Sept	14-18	5	5	5			
Sept	21-25	5	5	5			
Sept-Oct	28-2	5	5	5			
Oct	5-9	5	5	5			
Oct	12-16	5	5	5			Fri, Oct 16th - Min Day K-12; 48 Days in 1st Quarter & end of 1st Trimester - 48 days
Oct	19-23	5	5	5			
Oct	26-30	4	5	5			Tues. Oct 27th Parent Conferences. Min Day Oct 28th-Oct 30th, K-5, K-8, 6-8
Nov	2-6	5	5	5			
Nov	9-13	5	5	5			
Nov	16-20	4	4	4			Wed., Nov 11th Veteran's Day
Nov	23-27	0	0	0			Mon-Wed, Nov 23rd-27th, Board Designated Non work days - Th-Fri, Nov 26th-27th Thanksgiving Break
Nov-Dec	30-4	5	5	5			
Dec	7-11	5	5	5			
Dec	14-18	5	5	5			38 Days in 2nd Qtr; 1st Sem = 86 days; Min Day Dec 16th-17th, 9-12; Min Day Dec 18th, 6-12; Winter Break starts Dec 21st
Dec	21-25	0	0	0			Winter Break Dec 21st thru Jan 1st
Dec-Jan	28-1	0	0	0			Winter Break Dec 21st thru Jan 1st
Jan	4-8	5	5	5			
Jan	11-15	5	5	5			
Jan	18-22	4	4	4			Mon, Jan 18th - ML King's Day
Jan	25-29	4	4	4		1*	Fri., Jan 29th BBD
Feb	1-5	5	5	5			
Feb	8-12	4	4	4			Mon, Feb 8th - Lincoln's Day; Feb 12th End of 2nd Trimester, 65 Days; Fri, Feb 12th, Min Day K-5 & K-8
Feb	15-19	4	4	4			Mon, Feb 15th - President's Day
Feb	22-26	5	5	5			
Mar	1-5	4	4	4			Fri., Mar 5th, Board Designated Non-workday (no students or 10 mon. employees)
Mar	8-12	5	5	5			45 Days in 3rd Quarter; Fri, Mar 12th, Min Day 6-12
Mar	15-19	5	5	5			
Mar	22-26	5	5	5			
Mar-Apr	29-2	4	4	4			Fri, Apr 2nd - Board designated non-work day
Apr	5-9	0	0	0			Spring Break Apr 5th-Apr 9th
Apr	12-16	5	5	5			
Apr	19-23	5	5	5			
Apr	26-30	5	5	5			
May	3-7	5	5	5			Mon, May 3rd - Awards Recognition - 2 pm
May	10-14	5	5	5			Fri, May 21st, Min Day K-5, K-8 & 6-8
May	17-21	5	5	5			Fri, May 21st, Min Day K-5, K-8 & 6-8
May	24-28	5	5	5			May 25th-27th, Min Day 9-12; Fri, May 28th, Last Day of School, Min Day K-12; 49 days in 4 <sup>th</sup> Qtr; 94 days in 2nd Sem; 67 days in 3rd Tri.
May-Jun	31-4	0	0	0			Tues. June 1st, Voluntary Classroom Prep Day (Optional. May be utilized as follows: one Full day or two half days) This time can only be utilized on the two designated dates, Aug. 5, 2020 and/or May 26, 2021.

Instructional Days: 180 days; Work Days: 185+4 (1st Year Teachers) & 183 (2nd Year & Beyond Teachers)

Revised Calendar Adopted by TUSD Board of Trustees: \*\*\*

Tracy Unified School District  
 REVISED: Classified Calendar for 2020-21  
 Board Approved *pending*

Month	Dates	Work	Work	Holidays
		Days	Days	
		12-Mo	10-Mo	
July	1-3	2	0	Fri, July 3rd - Independence Day
July	6-10	5	0	
July	13-17	5	0	
July	20-24	5	0	
July	27-31	5	0	
Aug	3-7	5	0	
Aug	10-14	5	5	Mon, Aug. 10 - 1st day for 10-month staff. Tues, Aug 11th - 1st Day of School
Aug	17-21	5	5	
Aug	24-28	5	5	
Aug - Sept	31-4	5	5	
Sept	7-11	4	4	Mon, Sept 7th - Labor Day
Sept	14-18	5	5	
Sept	21-25	5	5	
Sept - Oct	28-2	5	5	
Oct	5-9	5	5	
Oct	12-16	5	5	
Oct	19-23	5	5	
Oct	26-30	5	4	Tues, Oct 27th- Non work day for 10 mo. Employees (no pay)
Nov	2-6	5	5	
Nov	9-13	4	4	Wed, Nov 11th - Vet. Day
Nov	16-20	5	5	
Nov	23-27	3	0	Nov 23rd- 27th, Non Work Day for 10-mo. Employees (no pay) Th-Fri, Nov 26th-27th Thanksgiving Break
Nov - Dec	30-4	5	5	
Dec	7-11	5	5	
Dec	14-18	5	5	
Dec	21-25	3	0	Dec. 24th-25th Winter Holiday; Winter Break Dec. 21st - Jan 3rd for 10-mo. Employees
Dec - Jan	28-1	3	0	Thur, Dec 31 Board Designated non-work day/no pay day for 12 mo. Employees; Fri, Jan 1st New Year's Day Holiday
Jan	4-8	5	5	
Jan	11-15	5	5	
Jan	18-22	4	4	Mon, Jan 18th, ML King's Day;
Jan	25-29	5	4	Fri, Jan 29th - Non Work Day for 10-mo. Employees (no pay)
Feb	1-5	5	5	
Feb	8-12	4	4	Mon, Feb 8th - Lincoln's Day
Feb	15-19	4	4	Mon, Feb 15th - President's Day
Feb	22-26	5	5	
Mar	1-5	5	4	Fri, March 5th- Non Work Day for 10 mo. Employees only (no pay)
Mar	8-12	5	5	
Mar	15-19	5	5	
Mar	22-26	5	5	
Mar - Apr	29-2	4	4	Fri, April 2nd Spring Recess Day
Apr	5-9	4	0	Mon, April 5th Spring Recess Day; Spring Break, April 2nd - April 9th - 10 mo. Employees (no pay)
Apr	12-16	5	5	
Apr	19-23	5	5	
Apr	26-30	5	5	
May	3-7	5	5	Mon, May 3rd- Awards Recognition - 2 pm
May	10-14	5	5	
May	17-21	5	5	
May	24-28	5	5	Fri, May 28th Last Day of School
May - June	31-4	4	0	Mon, May 31st Memorial Day
June	7-11	5	0	
June	14-18	5	0	
June	21-25	5	0	
June	28-30	3	0	
Total work days:		246	181	TOTAL Work Days 246 (12-mo); 181 Work Days (10-mo)



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** October 2, 2020  
**SUBJECT:** Clarification of Resolution #20-05, Recertifying the Appropriation  
“Gann” Limits for the 2019/20 School Year for Tracy Joint Unified  
School District

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

Local education agencies are required to report their Appropriations Limit to the State Superintendent of Public Instruction and to the State Director of Finance. The District is required to calculate a Gann Limit for 2020/21 in accordance with the provisions of Senate Bill 98 and applicable statutory law.

The attached resolution of the recertified Gann Limit for 2019/20 fiscal year has been made in accordance with applicable constitutional and statutory law and does not exceed the limitations imposed by Proposition 4. The attached resolution was board approved on September 8<sup>th</sup> 2020. This board agenda is being resubmitted to accurately reflect the 20/21 P2 ADA estimate.

**FUNDING:** N/A.

**RECOMMENDATION:** Clarification of Resolution #20-05, Recertifying the Appropriation Limits for the 2019/20 School Year for Tracy Joint Unified School District.

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





**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 20-05  
Recertifying the Appropriation "Gann" Limits  
for the 2019/20 School Year for Tracy Joint Unified School District**

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

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

**WHEREAS**, the District must establish a revised Gann Limit for the 19/20 fiscal year and a projected Gann Limit for the 20/21 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

**NOW, THEREFORE, BE IT RESOLVED** that this Board does provide public notice that the attached calculations and documentation of the Gann Limits for the 19/20 and 20/21 fiscal years are made in accord with applicable constitutional and statutory law;

**AND BE IF FURTHER RESOLVED** that this Board does hereby declare that the appropriations in the Budget for the 19/20 and 20/21 fiscal years do not exceed the limitations imposed by Proposition 4;

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

**PASSED AND ADOPTED**, THIS 8<sup>th</sup> DAY OF September, 2020, BY THE FOLLOWING VOTE:

AYES: 7 NOES: 0 ABSTAIN: 0 ABSENT: 0

Brian Petras  
President  
Board of Education  
Tracy Unified School District

Jill Costa  
Clerk  
Board of Education  
Tracy Unified School District



	2019-20 Calculations			2020-21 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
	2018-19 Actual			2019-20 Actual		
A. PRIOR YEAR DATA (2018-19 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)						
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	108,003,578.31		108,003,578.31			111,421,448.75
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	14,143.25		14,143.25			14,049.49
ADJUSTMENTS TO PRIOR YEAR LIMIT			Adjustments to 2019-20			
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
2019-20 P2 Report			2020-21 P2 Estimate			
1. Total K-12 ADA (Form A, Line A6)	14,049.49		14,049.49	13,557.24		13,557.24
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			14,049.49			13,557.24
2019-20 Actual			2020-21 Budget			
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED						
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	240,674.35		240,674.35	240,674.00		240,674.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	5.00		5.00
4. Secured Roll Taxes (Object 8041)	29,675,957.45		29,675,957.45	26,915,347.00		26,915,347.00
5. Unsecured Roll Taxes (Object 8042)	1,507,683.91		1,507,683.91	1,502,121.00		1,502,121.00
6. Prior Years' Taxes (Object 8043)	30,545.94		30,545.94	26,981.00		26,981.00
7. Supplemental Taxes (Object 8044)	696,439.19		696,439.19	453,396.00		453,396.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	4,123,792.54		4,123,792.54	3,967,476.00		3,967,476.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	5.33		5.33	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	2,747,818.83		2,747,818.83	2,767,526.00		2,767,526.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools In Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	39,022,917.54	0.00	39,022,917.54	35,873,526.00	0.00	35,873,526.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	39,022,917.54	0.00	39,022,917.54	35,873,526.00	0.00	35,873,526.00

	2019-20 Calculations			2020-21 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
<b>EXCLUDED APPROPRIATIONS</b>						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			0.00			0.00
<b>OTHER EXCLUSIONS</b>						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			0.00			0.00
<b>STATE AID RECEIVED (Funds 01, 09, and 62)</b>						
24. LCFF - CY (objects 8011 and 8012)	106,554,102.00		106,554,102.00	109,705,647.00		109,705,647.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	(728,504.00)		(728,504.00)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	105,825,598.00	0.00	105,825,598.00	109,705,647.00	0.00	109,705,647.00
<b>DATA FOR INTEREST CALCULATION</b>						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	169,492,958.40		169,492,958.40	176,476,646.00		176,476,646.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	725,376.58		725,376.58	600,000.00		600,000.00
<b>D. APPROPRIATIONS LIMIT CALCULATIONS</b>						
<b>PRELIMINARY APPROPRIATIONS LIMIT</b>						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			108,003,578.31			111,421,448.75
2. Inflation Adjustment			1.0385			1.0373
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9934			0.9650
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			111,421,448.75			111,532,257.38
<b>APPROPRIATIONS SUBJECT TO THE LIMIT</b>						
5. Local Revenues Excluding Interest (Line C18)			39,022,917.54			35,873,526.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			1,685,938.80			1,626,868.80
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			72,398,531.21			75,658,731.38
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			72,398,531.21			75,658,731.38
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			478,898.31			380,490.28
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			39,501,815.85			36,254,016.28
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			71,919,632.90			75,278,241.10
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			39,501,815.85			
b. State Subventions (Line D8)			71,919,632.90			
c. Less: Excluded Appropriations (Line C23)			0.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			111,421,448.75			
				<b>2019-20 Actual</b>		<b>2020-21 Budget</b>





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** October 6, 2020  
**SUBJECT:** Consider and Approve Options to Reopen Schools

**BACKGROUND:** Due to COVID-19, Tracy Unified School District, like many districts across the nation and the globe, began the 2020-2021 school year in a distance learning instructional model. On June 7, 2020, the California Department of Public Health (CDPH) placed San Joaquin County on its monitoring list. On July 17, 2020, Governor Gavin Newsom announced that if a county has been on the monitoring list within the prior 14 days, a school must conduct distance learning only, until the county has been off the monitoring list for at least 14 days. In counties on the monitoring list, CDPH guidance allows a district superintendent, private school principal/head of school, or executive director of a charter school (hereinafter superintendent) to apply for a waiver from the local health officer to open an elementary school for in-person instruction. This waiver is applicable only for grades TK-6, even if the grade configuration at the school includes additional grades. Waiver requests will not be granted before San Joaquin's countywide case rate is under 200 per 100,000 for seven consecutive days. The county is recommending a phased approach in school districts with multiple TK-6 schools, to open schools in staggered intervals. When applying for the waiver, the superintendent must submit to the local health officer evidence of (1) consultation with labor and parent organizations and (2) publication of the elementary school reopening plans on the website of the local educational agency (or equivalent). The local health officer then reviews the application and reopening plan (along with local community epidemiological data), makes a determination whether to grant or deny the waiver, and consults with CDPH regarding that determination. Elementary schools in counties on the monitoring list within the prior 14 days may not open for in-person instruction until they have received approval of a submitted waiver from the local health officer. On August 28, 2020, San Joaquin Public Health released the Elementary Schools Reopening Application Waiver for district to apply. Because the number of new cases per 100K has fallen under 14 to 12.6, San Joaquin County Public Health department is currently accepting and approving waivers for the re-opening of schools. On September 22, 2020, the TUSD School Board approved the TUSD Reopening Schools Plan and on September 24, 2020, the TUSD Reopening Schools was submitted to the San Joaquin County Public Health Department for approval.

**RATIONALE:** Consider three options to reopen schools that are presented to the board for TUSD schools and select one.

Option 1: Continue Distance Learning through December 18, 2020.

Option 2: Reopen schools November 2, 2020 with a Hybrid Model and provide the TUSD Independent Study Charter School option to families that prefer at home learning.

Option 3: Reopen schools November 2, 2020 with a Hybrid Model and provide the option of TUSD Independent Study Charter School K-12, or Distance Learning for grades K-5 to families that prefer at home learning.

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

**FUNDING:** The Local Control Funding Formula and COVID-19 mitigation funds support the reopening of TUSD Elementary schools.

**RECOMMENDATION:** Consider and Approve Options to Reopen Schools.

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** September 30, 2020  
**SUBJECT:** **Adopt Resolution 20-08, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds**

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

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

**FUNDING:** None.

**RECOMMENDATION:** Adopt Resolution 20-08, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 20-08  
RESOLUTION FOR A REDUCTION IN CLASSIFIED STAFF DUE TO  
LACK OF WORK/LACK OF FUNDS**

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

**WHEREAS**, the Governing Board of the Tracy Unified School District has determined that it shall be necessary to eliminate the following positions in the District not later than December 11, 2020 due to lack of work or lack of funds:

- a. Eliminate one (1) 2 hour/10 month Clerk Typist II position
- b. Eliminate one (1) 6.75 hour/10 month IEP Para Educator position

**NOW, THEREFORE, BE IT RESOLVED** that as of the close of the business day on December 11, 2020, the above referenced classified position shall be eliminated.

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

**ADOPTED** by the Governing Board of Tracy Unified School District on October 13, 2020 by the following vote:

**AYES:**                      **NOES:**                      **ABSENT:**                      **ABSTAIN:**

---

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

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

---

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





# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** October 1, 2020  
**SUBJECT:** **Approve Revised Job Description for the Secretary to the Director of Information Services and Educational Technology**

**BACKGROUND:** The District continues the process of updating job descriptions to ensure that they accurately reflect current essential functions of the position, district requirements and any Federal or California Department of Education requirements. The Secretary to the Director of Information Services and Educational Technology position has been unfilled for many years. In the process of re-establishing this position, the job description necessitated updating to reflect new requirements and current essential functions.

TUSD and CSEA negotiating teams met several times to consider the revisions. The negotiating teams reached tentative agreement on the revised job description. The tentative agreement is attached.

**RATIONALE:** This job description accurately reflects the essential functions, education and experience, skills and qualifications, physical requirements and work environment for the position. In addition, 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.

**RECOMMENDATION:** Approve Revised Job Description for the Secretary to the Director of Information Services and Educational Technology

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



**TENTATIVE AGREEMENT**  
**California School Employees Association and its Tracy Chapter 98**  
**and**  
**Tracy Unified School District**

July 16, 2020

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to the following new job description:

**TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION**

**POSITION TITLE:** Secretary to the Director of Information Services and Educational Technology

**DEPARTMENT:** Information Services and Educational Technology

**POSITION SUMMARY:** Under general supervision, to serve as secretary to the Director of Information Services and Educational Technology, to perform complex and responsible secretarial services; and to do related work as required.

**ESSENTIAL FUNCTIONS:**

1. Knowledge of word processing and/or desktop publishing software. Types letters, memos, reports, surveys, newsletters, brochures, and other documents as needed.
2. Prepares multi-media materials on a computer for training, presentations, and other communications.
3. Maintains computerized budgets, handles mail, takes messages, maintains appointment calendars, and orders supplies.
4. Prepares agendas, types minutes, and attends meetings.
5. Maintains various data bases and produces appropriate reports for the department.
6. Receives telephone calls and answers questions concerning information services and educational technology activities, policies, and programs.
7. Plans/coordinates meetings for: staff development activities, technical support, and conferences.
8. Serves as a department receptionist, meeting and screening visitors, and schedules appointments.

9. Composes correspondence independently or from brief verbal instructions.
10. Handles work orders, takes orders by phone, may determine emergency priorities, and maintains work order data base.
11. Knowledgeable and skilled in using district office automation software.
12. Other related responsibilities and tasks as required.
13. Maintains prompt and regular attendance in the workplace.
14. Performs other related duties as assigned.

**EDUCATION:** High School diploma or equivalent.

**EXPERIENCE:** Two years of business courses or two years of responsible clerical or secretarial work.

**EDUCATION AND EXPERIENCE:**

Ability to carry out oral and written directions, read, write, and speak at a level sufficient to fulfill the duties to be performed for the position described. High school diploma or equivalent required. Two years of increasingly responsible secretarial experience requiring frequent contact with the public. Must pass required District testing. Must possess a valid California driver's license and be insurable.

**SKILLS AND QUALIFICATIONS:** Performs responsible clerical work requiring independent judgment with speed and accuracy; interprets and applies policies, laws, rules and regulations; takes responsibility for the preparation of reports; understands and carries out oral and written directions; types at a speed of 50 words a minute from clear copy; operates a variety of office equipment including computers, printers, copy machines, fax machines, and scanners; meets the public and other school district employees tactfully and courteously and answers questions in person and over the telephone. Possesses a valid California driver's license.

**SKILLS AND QUALIFICATIONS:**

1. Knowledge of current office methods and procedures.
2. Knowledge of intermediate to advanced elements of correct English usage, grammar, spelling, punctuation, and vocabulary.
3. Ability to type/keyboard at a speed of 50 words per minute from clear copy.
4. Ability to operate standard office equipment.
5. Knowledge of intermediate computer skills including, but not limited to Microsoft software applications, Internet functions, automated library systems and online resources.
6. Ability to prioritize and complete assigned projects and tasks with minimal supervision and direction.
7. Ability to learn and apply District rules, regulations, and procedures.

8. Ability to communicate effectively with teachers, administrators, vendors, parents, public, students, staff, and school officials in a wide variety of situations.
9. Ability to compute mathematical calculations with speed and accuracy.
10. Ability to maintain cooperative working relationships with those contacted in the course of work.

**PHYSICAL REQUIREMENTS:**

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

1. Sit for extended periods of time.
2. Enter data into a computer terminal, operate standard office equipment and use a telephone.
3. See and read a computer screen and printed matter with or without vision aids.
4. Hear and understand speech at normal levels and on the telephone with or without hearing aids.
5. Speak so that others may understand at normal levels and on the telephone.
6. Stand and/or walk on hard and/or uneven surfaces.
7. Reach overhead, grasp, push/pull up to 25 pounds for short distances.
8. Bend, squat, stoop and/or climb.
9. Routinely lift/carry boxes or equipment weighing up to 40 pounds at waist height, and occasionally lift/carry boxes or equipment weighing 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 environment and come in direct contact with school district staff and the public.

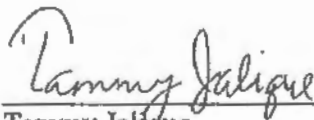
**SALARY:** Range 40

Adopted:

Elem Board 02/13/96

Revised: TBD

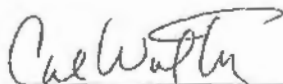
Agreed to this 16th day of July, 2020 in Tracy California.



Tammy Jalique,  
Associate Superintendent  
for Human Resources



Michael Caulfield,  
President, CSEA Tracy Chapter #98



Carl Walter, CSEA Labor  
Representative