

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
APRIL 27, 2021

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

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

TIME: 5:30 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 the meeting, between 5:00 and 6:00 p.m. to place your comment.

AGENDA

- | | | |
|----|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| | 3.1 Administrative & Business Services: None. | |
| | 3.2 Educational Services: | |
| | 3.2.1 Reinstatements: #20-21/#12 | |
| | Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __ | |
| | 3.2.2 PE Exemptions: #WHS10311774 | |
| | Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __ | |
| | 3.3 Human Resources: | |
| | 3.3.1 Consider Non-Paid Leave of Absence for Certificated Employee #UC-1261, Pursuant to Article XX | |

- Action:** Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
3.3.2 Consider Non-Paid Leave of Absence for Certificated Employee #UC-1262, Pursuant to Article XX
- Action:** Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
3.3.3 Consider Non-Paid Leave of Absence for Classified Employee #UCL-402, Pursuant to Article XXIII
- Action:** Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
3.3.4 Consider Non-Paid Leave of Absence for Certificated Employee #UC-1263, Pursuant to Article XX
- Action:** Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
3.3.5 Public School Employment: Superintendent
- 3.3.6** Consider Public Employee/Employment/Discipline/Dismissal/Release
- Action:** Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
3.3.7 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: #20-21/#12

3.2.1

Action: **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

6b Report Out of Action Taken on PE Exemptions: #WH10311774

3.2.2

Action: **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

6c Report Out of Action Taken on Consider Non-Paid Leave of Absence for

3.3.1 Certificated Employee #UC-1261, Pursuant to Article XX

Action: **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

6d Report Out of Action Taken on Consider Non-Paid Leave of Absence for

3.3.2 Certificated Employee #UC-1262, Pursuant to Article XX

Action: **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

6e Report Out of Action Taken on Consider Non-Paid Leave of Absence for

3.3.3 Classified Employee #UCL-402, Pursuant to Article XXIII

Action: **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

6f Report Out of Action Taken on Consider Non-Paid Leave of Absence for

3.3.4 Certificated Employee #UC-1263, Pursuant to Article XX

Action: **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

7. Approve Regular Minutes of March 23, 2021

1-14

Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

Approve Special Minutes of March 30, 2021

15

Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

Approve Special Minutes of April 13, 2021

16

Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

8. Student Representative Reports: None.

- 9. Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
- 9.1** Poet Christian School Presentation
 - 9.2** Kimball High School Presentation
 - 9.3** Recognize the Outstanding Employees of the Spring Term for the 2020-2021 School Year **17**
 - 9.4** Recognize Simran Kaur and Rajdeep Singh for their help in Securing COVID Testing for Tracy Unified Sports Programs
- 10. Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.
- 10.1 Administrative & Business Services:** None.
 - 10.2 Educational Services:**
 - 10.2.1** Receive Report on San Joaquin County COVID19
 - 10.2.2** Receive Report on Graduation/Promotion Ceremonies
 - 10.2.3** Receive Information on TUSD ESSER and Expanded Learning and Opportunities Grants **18-19**
 - 10.2.4** Receive Report from Tracy Social Justice
- 11. Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent.
- 12. PUBLIC HEARING:** None.
- 13. Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.
- Action:** Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain__.
- Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**
- 13.1 Administrative & Business Services:**
 - 13.1.1** Approve Accounts Payable Warrants (March, 2021) **20**
(Separate Cover Item)
 - 13.1.2** Ratify Routine Agreements, Expenditures and Notice of Completions **21-22**
Which Meet the Criteria for Placement on the Consent Agenda
 - 13.1.3** Accept the Generous Donations from the Various Individuals, **23-24**
Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
 - 13.1.4** Accept and Review the Status of School Connected **25-26**
Organization/Booster Club Applications Submitted for the 2020/21 School Year
 - 13.1.5** Approve Payroll Reports (March, 2021) **27-31**
 - 13.1.6** Approve Revolving Cash Fund Reports (March, 2021) **32-33**

13.2	Educational Services:	
13.2.1	Approve Master Contract (MC) for Educational Professionals of Central California for an Individual Educational Evaluation (IEE) Psycho Educational Assessment	34-37
13.2.2	Approve Agreement Increase for Contract Services with Speech Therapy and Accent Group Inc. for Independent Educational Evaluation/Speech and Language Assessment	38-41
13.2.3	Approve Revised School Site Plan and Budget for South/West Park School for the Remainder of the 2020-2021 School Year (Separate Cover Item)	42
13.2.4	Ratify the Services of Med-Mobile to Continue Conducting State Mandated COVID-19 Rapid Testing for All High School Student Athletes Participating In Football and Water Polo Competitions and for Med-Mobile to Start PCR Testing for all High School Student Athletes Participating in All Outdoor Sports at All Three Comprehensive High Schools in TUSD	43-47
13.2.5	Ratify Agreement for Special Contract Services with Building Connections Behavioral Health, Inc. for Functional Behavioral Analysis Assessment and Behavioral Training and Supervision to Staff	48-51
13.2.6	Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending April 15, 2021	52-53
13.3	Human Resources:	
13.3.1	Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment	54-56
13.3.2	Approve Classified, Certificated, and/or Management Employment	57-59
13.3.3	Approve Paid Internship Credential Program Agreement with National University	60-68
13.3.4	Approve Student Teaching, School Counseling, and School Psychology Field Experience Agreement with Saint Mary's College of California	69-73

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	Approve the Fiscal Year 2019-20 Annual Financial Audit (Separate Cover Item)	74-78
	Action: Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___.	
14.2	Educational Services:	
14.2.1	Approve Adoption of Instructional Materials for International Baccalaureate Mathematics	79-80
	Action: Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___.	
14.3	Human Resources	
14.3.1	Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2021-2022 School Year	81-82
	Action: Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___.	

- 14.3.2** Approve Resolution 20-18, Authorizing Implementing Certificated Layoff for the 2020-2021 School Year **83-86**
Action: Motion___; Second___, **Vote:** Yes __; No __; Absent __; Abstain___.

- 15. Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
- 16. Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.
- 17. Board Meeting Calendar:**
- 17.1** May 11, 2021
 - 17.2** May 25, 2021
 - 17.3** June 8, 2021
 - 17.4** June 22, 2021
- 18. Upcoming Events:**
- 18.1** May 21, 2021 Minimum Day for Middle and High Schools
 - 18.2** May 25-27, 2021 Minimum Day for High Schools Only
 - 18.3** May 28, 2021 Minimum Day for All Schools
 - 18.4** May 28, 2021 Last Day of School
 - 18.5** May 31, 2021 Memorial Day, Offices Closed

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, March 23, 2021**

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

- 6:15 PM:** **1-3.** Vice-President Abercrombie called the meeting to order and adjourned to closed session.
- Roll Call:** **4.** Board: S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry
- 7:00 PM** **5.** Vice-President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** **6a** Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees: #UC-1244, #UC-1245, #UC-1246, #UC-1247, #UC-1248, #UC-1249, #UC-1250, #UC-1251, #UC-1252, #UC-1253, #UC-1254, #UC-1255, #UC-1256, #UC-1257, and #UC-1258. Pursuant to Article XX
Action: Approved. **Vote:** Yes-7; No-0.
- 6b** Report Out of Action Taken on Consider Non-Paid Leave of Absence for Certificated Employee #UC-1259, Pursuant to Article XX
Action: Approved. **Vote:** Yes-7; No-0. ____
- 6c** Report Out of Action Taken on Consider Paid and Non-Paid Leave of Absence for Certificated Employee #UC-1260, Pursuant to Article XX
Action: Approved. **Vote:** Yes-7; No-0.
- 6d** Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-400, Pursuant to Article XXIII
Action: Approved. **Vote:** Yes-7; No-0.
- 6e** Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-401, Pursuant to Article XXIII
Action: Approved. **Vote:** Yes-7; No-0. ____
- Minutes:** **7. Approve Regular Minutes of March 9, 2021.**
Action: Erskine, Alexander. **Vote:** Yes-7; No-0.
- Visitors:** None. Meeting was live streamed via Microsoft Teams.

**Student Rep
Reports:**

8. Students prepared video presentations:

Tracy High: Sophia Alexandre reported the loss of Tracy High Student, Tyler Siegel. On March 17th, there was a candlelight vigil held in his honor. Teachers, family and friends shared stories of him. He was liked by many and a part of the swim team. The March 19th meet was dedicated to him. A poster signed by all was given to his family at the end of the night. They will be establishing a quarterly award in Tyler's name. It will be given for academic achievements and those who bring joy to their community. Love and support our sent to his family. He will never be forgotten.

West High: Kaitlyn Durant and Gianna Uribe reported the retirements of bookkeeper Ms. Loreda and an attendance clerk, Ms. Basset. They wished them a great retirement. They held a week-long hygiene drive where people could drop off donations like soap, shampoo, body wash and deodorant, etc. They then showed an interview with teacher, Mr. Sundquist. He spoke about his background and how he enjoyed announcing games. He was a club advisor for GSA and video production. He kept score at football and basketball games. After baseball started, the lockdown happened. He has software that helps him with music and background. He also has put together some podcasting. He does the scoreboard and manages sound at the football games. He also works with cheer to make sure that the music is ready for them. Leadership apps are out for next year.

Kimball High: Julian Steffens updated us on what leadership has been up to over the past few months. They held a multi-culture week that celebrated the diverse cultures on campus. There are many cultural clubs on campus. They also celebrated freshman academic achievement. Each class has a month to recognize their achievements. Students will elect a pandemic prince and princess for each class and the seniors will have a king and queen. Voting will begin soon. Students are excited for these upcoming events.

Alternative Ed Campus: Aime Valencia Munoz is a junior at Stein and reported that students have applied and have been accepted to Delta College and are working with a counselor to schedule their classes. Tracy Adult program has planted succulents outside of the classroom. Also, 2 of their students have received the *Every Student Succeeds* award. Stein has been named a model continuation high school. In horticulture class, plants have started to bloom. The tulips that were planted for Red Ribbon Week have also started to bloom around campus. The childcare center has opened for students who are parents at the same time. Learning hubs have been created on campus for small groups or individual support as well as group counseling.

**Recognition &
Presentations:**

9.1 Recognize the Outstanding Employees of the Winter Term for the 2020-2021 School Year

The board recognized Dean Medek (9-12), Michelle Baptista (6-8) and Diane Kikes (K-5) as Outstanding Certificated Employees; Maria Galvan Piceno (9-12) and Joseph Martocchio (6-8) and Serenna Williams (K-5) as Outstanding Classified Employees and Marsha McCormick as the Outstanding Management Employee for the Winter Term of the 2020-2021 school year. Certificates will be sent to them.

9.2 McKinley Elementary School Presentation

Shannon Bancroft, Principal of McKinley, hosted a video of her school. She is proud of parents, staff and students for all they have done this past year. It has taken the entire village to get where they are. She showed a video of various teachers interacting with their students through distance learning. The different grade levels had various topics for their assignments. There were photos of students showing their projects and video clips of a student talking about his weatherman report, many photos of three-dimension mission projects, European explores reports, and super pollinators projects. Lastly, the earth projects that showed the desert and water filtration projects. They are promoting literacy and are having a book giveaway in March 25 and 26.

9.3 George Kelly School Presentation

George Kelly School Principal, Michael Bunch, and Assistant Principal, Virginia Nyberg, hosted a video where ASB president, Trinity Brown, spoke about her experience at Kelly. She attended since kindergarten and is looking forward to playing high school sports. She has enjoyed many activities at school such as science camp, color run, school sports and the talent show. Dr. Bunch then recognized the teaching staff. He is proud of the extraordinary job that teachers have done to help students thrive. Various teachers spoke about the STEM See think and wonder charts and STEM design challenges and the opportunity to visit other teacher classrooms. Teachers were able to use the students' homes and yards to continue with STEM instruction. They showed pictures of students making the perfect pancake recipe. Another project was to create a structure to protect a plant. Students got very creative. They also spoke about the Scratch and Design Challenges. STEM has been a great success even in distance learning. Dr. Bunch also thanked KCRA and weatherman Dirk Verdoorn for visiting and helping students understand weather and climate. Drive through events and virtual classroom events helped to stay in a positive culture. They held a drive-thru Halloween parade and had virtual pajama days that were part of the fun. They also had their first Dunkin drive-through. On Monday, March 22nd, they were thrilled to bring the hybrid students back. They showed pictures of students walking onto campus on the red carpet, 8th grade students and some of their pictures. They are proud of the 8th graders' accomplishments and will keep moving forward together as an ohana. Dr. Bunch invited everyone to come and visit Kelly to see the wonderful things the students are doing.

Trustee Hoffert left the meeting at 7:29 p.m.

Trustee Hoffert returned to the meeting 7:32 p.m.

Information & Discussion Items:

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report on San Joaquin County COVID19

Associate Superintendent of Educational Services, Julianna Stocking, presented a power point on the COVID 19 update. The State of California has made significant progress with a 5.5 positive cases per day per 100,000, and a 2.0% positivity rate. San Joaquin County is not quite in the red yet. Our cases have increased slightly. We are at 11.6 cases per 100,000 and a 4.6% positivity rate.

- 10.2.2** Receive Information on Reopening Schools PreK-6
Associate Superintendent of Educational Services, Julianna Stocking, commented that we have had SPED cohorts attending in person November. That is the model that we have used in provided concurrent instruction in person and at home. We were successful in providing a smooth as silk reopening which is a testament to all of the preparation from creating the guidelines for our sites to follow and many departments working together in the central office. It is also a testament to the work that all of our sites have done to prepare. Members of cabinet visited every school site. Administration had prepared weeks before by making sure everyone had their supplies such as hand sanitizer and masks and that there were visual markers for social distance and posters welcoming kids back. Sites were well organized. She also thanked our certificated classified and management for working together on issues such as schedules, electronic devices and communication to families. It was nice to see kids on the buses and food service handing out multiple meals for students for the grab and go lunch which included lunch, dinner and breakfast for the next day.
- 10.2.3** Receive Report on Proposed Instructional Materials for International Baccalaureate Mathematics at Tracy High School
Director of IMC, Dr. Debra Schneider, presented a power point which explained the process of adoption. She reviewed each of the steps. Sometimes this will include piloting for certain subjects. This one is a shorter process. The committee reviews and makes a recommendation to the board. The committee does not vote, they must have consensus based on evidence. They use the toolkit provided by the state. Teacher for the course, Mr. Kalis, also explained that students take a series of tests for the IB diploma. This course was approved a few years ago and now they need to get a book approved. Dr. Schneider then looks for books and found 2 sets of materials, the Oxford University Press and one from Hodder Education. These are proposed to curriculum counsel for review. They recommended Oxford Univ Press called Mathematics Applications and Interpretation. Mr. Kalis thought this was best because it offered worked solutions which is very important for their learning. A lot of IB exam questions are throughout the book. It also has an enhanced online course companion. When we purchase programs with digital companions, it gets updated during the lifetime of that adoption. She will be back at the next board meeting with an agenda item asking for board approval. There is a public review of the book ongoing at IMC. At the April 27th meeting, she will come back seeking approval and will order these to be ready for the 2021-22 school year.
- 10.2.4** Receive Report on 2021-2024 LCAP Process
Director of Continuous Improvement, State and Federal Programs, Tania Salinas, presented power point that showed an overview of the LCAP. The Board adopts the LCAP by using a template provided by the SBE. The purpose is to build capacity of Local Educational Agencies to support continuous improvement. It is in effect for 3 years

and adopted on or before July 1 of each a year. She then reviewed the priorities defined by the state, state indicators and local indicator. Results are published to the dashboard. The annual update is a reflection of how we did and what we accomplished based on the goals. Implementation will be assessed and analyzed. The LCP replaced the LCAP in 2021. We will reflect on in-person instruction and on the distance learning program. She reviewed the adoption process and the required steps needed in order to have it approved. She thanked everyone who participated in the survey, the community members who attended the stakeholder engagement meeting last week and the San Joaquin County Office of Education for their support and partnership in developing the LCAP.

10.2.5 Receive Information on Grade 4/5 2021-2022 Report Grade Reporting
Associate Superintendent of Educational Services, Julianna Stocking, presented a recorded presentation for the recommendation by curriculum council to proceed with standards-based grade reporting and transition away from letter grade reporting for the 21-22 school year. Fourth-grade teachers at Kelly explained the teacher procedures. They piloted this. They reviewed student and teacher impacts. They want students to develop a growth mindset focus. They also looked at parent feedback which was very positive. Grading will be student centered and will be confidence builder and celebrates learning. It has both academic and emotional benefits. This will provide a uniform and equitable measurement across the district. Ms. Stocking thanked the team from George Kelly for their work on this.

10.2.6 Receive Report on Options to Reopen 7-12 Schools
Superintendent Stephens reported that he learned that our county would not be moved to the red tier. The Board authorized him to bring students back in March, if possible, so he was going to present options to bring back in April. On Saturday, however, the state changed their criteria and are now allowing counties in the purple to come back as long as their cases are 25 per 100,000 or less. Based on the authority the board gave him last month and with this new state guidance, it is his intention to bring back grades 7-12 on Monday, March 29th with the current instructional model that we have with the elementary students. We have already done a lot of work to get ready. Principals are aware of this and are excited to return.

Hearing of Delegations

11. The following comments were submitted online and read aloud. The following statements were copied from their online submission:

Renee Riddle: Dear Trustees, We want our students to be able to have the access to the libraries that will make them successful in the world. Only you can make it happen!

A little back ground of your libraries. Hours of operations were between 35-40 hours a week depending on the size of the school. On March 2nd 2011, the school board than voted to cut the hours of all library techs down to 20 hours a week with the understanding when our financial situation improved they would restore the

hours. TUSD financial situation has improved and is sitting on a huge \$40 plus million surplus.

For at least 7 years we have been asking and asking for our hours back so we could help the students of Tracy. With no results, however more management and coordinators positions have been created in the past five years. While some of our students continue to fall behind on reading. Are we teaching our students that reading is not important?

Today is a new day with a lot of new school board members that truly are putting our children first. The time is now, our community needs to know that the school board is really here for our children. If the district really wants to improve our test scores and show that our students matter and show that they believe reading is a fundamental building block of education, open up the libraries!

According to the Ca. Ed code: 18103. The libraries shall be open to the use of the teachers and the pupils of the school district during the school day.-

TUSD = K-5, K-8 and 6-8 libraries are closed on Mondays and closed before school gets out.

Substantial research indicates that a school library with appropriate staffing, adequate funding, and a rich collection of materials in various formats makes a positive impact on literacy as well as on overall academic achievement.

The school library plays an important role in preparing students to live and learn in a world of information. Since 1988, the mission of school library media programs across the country has been to ensure that students and staff are effective users of ideas and information by taking the following steps:

Providing intellectual and physical access to materials in all formats

Providing instruction to foster competence and stimulate interest in reading, viewing, and using information and ideas

They teach students how to learn and help teachers drive student success. School librarians work with every student in the school, teaching them to think critically, providing the resources and support learners need in school and beyond, and nurturing their creativity. Cited from ALA.org (American Libraries Assoc.)

In the 2019-2020 LCAP in which it is stated that "School Library Standards it was determined that currently TUSD school libraries do not meet the recommended number of books (of both genres) per the pupil population. In order to begin to increase pupil access to current and appropriate forms of literary and expository works, it is a best practice to provide resources for the purchase of these library materials. The purchase of additional library books will serve to update the site library collections and support research stating that additional access to books results in greater achievement on standardized tests, even when controlled for poverty", (pg. 133-134)

The main access for a student in school is their LIBRARY. I know you will agree with me that we want the students to have the literacy skills, we want them to be successful, How is that possible when libraries are closed?

All the K-8 library techs serve over 8000 students, these students DO NOT HAVE THE ACCESS THE NEED! I have watched this district make new jobs, hire more management than I have seen in the last 25 years.– libraries are important for our students!

We cringe when a child wants to read and the closed signs on our library doors say they can't! We are not here before and after school, we are not here on Mondays. You have the money for all these new MANAGEMENT jobs, but when the libraries are shut down over 8000 students have no access. We are schools we are

supposed to be here for the STUDENTS!

Trustee Abercrombie talked about TUSD's Mission Statement at the last board meeting and how we are all here for the students of Tracy. Our Mission is to ensure all students are equipped with essential critical-thinking and information skills. How do we do that? We have the books, and yet – they stand still because we are not here, we help the children with technology we make sure students have text books, we are a safe place for students. BUT ALL THAT IS ONLY PART TIME! Let's make this right for the students of Tracy and restore the library techs hours so libraries are open and our Mission can carry through for our students. Make it right for the children of Tracy! Let's start the 2021/2022 school year with open libraries for all student at TUSD. Better yet, let's finish this school year with libraries open!

After this pandemic the students will be playing catch up and having the libraries open will benefit the students in their success now more than ever.

Thank you for your time.

Ashley Fisher: Dear School Board; My name is Ashley Fisher and I would like to share my experience as a Library Tech in TUSD for the last 4 years. I had the unique opportunity of being a parent volunteer at McKinley for several years prior to applying for this 5 hour a day, 4 days a week position. My duties include doing read alouds, checking in and out books, text book distribution, keeping shelves in order as well as some light book keeping. It became clear to me very quickly that the Library had the potential to be so much more. Especially when I would be on campus helping with picture day or helping in a Teacher's classroom on a Monday and students would ask to come to the Library or there would be a line at the Library door. In these few short years I have had the pleasure of transforming the McKinley Library into OUR school Library, a welcoming place everyone wants to come to and no one wants to leave. Our school library is the heart of our school and it breaks my heart that the students do not have full access to it during every school day. It is a safe place that brings out the best in everyone. All students and staff in TUSD deserve full time access to their Library. Studies show that the more access students have to books the higher their test scores and overall school performance. A well-staffed and funded school library is essential for all students. At an Elementary level especially we have the unique opportunity to set a precedent for student's relationships with books and Libraries for the rest of their lives. I hope the Board will be open to increasing all TUSD student's access to their school library. Thank you.

Rosalie Enget: With desperation, I respectfully ask that you the Board makes the responsible decision to open school for grades 7-12.

It is imperative that we give these kids some part of their school experience back.

It has been 374 days since these kids last stepped foot on campus. 374.

Recent published studies show that the transmission rate amount children and teens is very low to non-existent. Especially with all the measures and precautions being taken to social distance, stay masked, and the dedication on behalf of the school to keep things sanitized.

<https://www.cidrap.umn.edu/news-perspective/2021/01/scientists-highlight-low-risk-covid-19-spread-schools>

we are currently under 25% per 100,000. Doesn't this permit us to allow all grades to open?

Ideally, it would be beneficial on so many levels for them to be back in the classroom.

At a minimum it would help make for a smoother transition for the next academic year.

our kids are suffering. They need the socialization, interaction with their peers and educators.

We have done more than our share of what we have been asked to do to ‘flatten the curve’

They are tired of being in front of a screen 10 hours a day.

This is not a conducive learning environment for long term.

I’m seeing my own children become disengaged, disconnected. and just fatigued.

We need to bring back some fun and creativity to learning.

Please, please open our schools. We shouldn't have to fight this hard for the right to have our kids in school.

We’ve more than done our share to slow the spread. Thank you!

Kimberly Jones: Dear Trustees, On March 2nd, 2011, the school board voted to cut the hours of all library techs from 35-40 hours a week down to 20 hours a week. The understanding was, when a vote was passed by the state to replace funding, their hours would be restored. The vote was to take place June 2011 but was moved to November. The vote passed and now 10 years later, libraries have still not had their hours replaced. What message does this send to students, parents and the community? It tells them that literacy skills are a part-time skill. But we know different. Literacy is a LIFE skill, used long after mandatory attendance in school is required.

There is renewed trust in the school board. We see that you have students needs at the forefront of your decisions. The questions all of you ask and watching the knowledge you all share to do better for our students, to improve test scores have restored my faith. Let’s restore the libraries and show the students they do matter. Let’s keep to our California Education code too. Ed Code 18103 states: The libraries shall be open to the use of the teachers and the pupils of the school district during the school day

Currently our campus libraries on the K-8 and 6-8 campuses, are closed ALL DAY Monday and closed before school ends for the day the rest of the week. The school library is the HEART of the school. I know you will agree with me that we want the students to have the literacy skills, we want them to be successful. How is that possible when libraries are closed?

Our Elementary and Middle School campuses serve over 8000 students. These students do not have access to the library when they need it. And yet, in the last 10 years the district has created new jobs and hired more management. It’s true what they say about what is valued. Follow the money, and you’ll understand what’s valued. So, where is the money going in TUSD? Not to the library, and that’s a shame.

Trustee Abercrombie talked about TUSD’s Mission Statement at the last board meeting and how we are all here for the students of Tracy. Our Mission is to ensure all students are equipped with essential critical-thinking and information skills. How do we do that? We have the books, and yet – they stand still because library staff is not available. Libraries are more than the books inside. We help the children with technology, we make sure students have textbooks, we are a safe place for students. BUT ALL THAT IS ONLY PART TIME! Let’s make this right

for the students of Tracy and restore library hours. Let's start the 2021/2022 school year with libraries open every school day, and from the start of the day to after school.

In closing, multiple library impact studies conducted across the U.S. offer the following conclusions:

- Access to books through school libraries develops life-long positive attitudes in students towards reading and helps them read more. The earlier the foundation can be laid, the better.
- Students consistently perform better on tests when there is a full-time, certified librarian and appropriate assistant on staff.
- Extended hours of operation and flexible scheduling have a direct impact on student achievement.
- Higher expenditures and larger, newer, and varied collections contribute to improved student test scores.
- The higher the number of visits to the library, the higher the scores on student achievement tests.
- School libraries are essential to students by providing facilities and tools to prepare them for navigating the information age and entering the workplace of the future.
- School libraries have the ability to bridge the gap between privileged and at-risk students by providing equal access and resources for learning.
- School librarians empower students by instilling in them a love of reading from early ages, teaching new ways of learning, guiding them to read and think critically, and offering technology skills.

-School Libraries Impact Study August 2013

Carrie Grover: Dear Board Members: Thank you for opening K-6! My fourth grader had a fantastic first day back at school! He felt very safe and said it went very well.

On March 20, The California Department of Public Health rendered all schools eligible to open if case rates fall below 25 per 100,000 population. Since we are well below 25, we should open all schools now!

Please consider the fact that our tier assignment is heavily skewed by the numbers in Stockton. Our city's numbers are significantly better than the county numbers as a whole. Please open all grades! Thank you!

Nancy Hensley: Dear Trustees and Administration:

I am writing to you to ask for your help in restoring the hours that were eliminated in our school libraries March 2nd, 2011.

School Libraries should be and want to be the heart of the student communities they serve.

Our School Libraries continue to grow and evolve to compliment new technologies instead of being replaced by them.

School libraries with adequate funding and support, can become wonderful places of discovery and learning with books, computers, green screen rooms, and makerspaces.

Library Technicians do more than check out books.

Library Technicians also do double duty as Textbook Clerks for our District.

K-8 Library Technicians introduce beginning readers to the joys of reading by story times, Book Fairs, displays and Teacher collaborations. During COVID they

stepped up to the challenge by doing virtual Story times, and provided take-out library services.

9-12 Library Technicians help students navigate the often-confusing world of fake news, and social media by giving them the tools for safe and accurate research through secure databases, preparing them for College and Young Adulthood. All of us pride ourselves on providing a safe and secure place for our students to learn, create, and feel accepted, but none of us feel as though we are doing our best right now. Our school libraries have been neglected since 2011 due to lack of funding and support.

I helped work at an elementary school this year while the District was trying to find another Technician to replace the former part-time Technician as she had accepted a job that provided more hours. Almost 90 percent of their book collection was composed of outdated and damaged material. Some books having racist stereotypes, which no longer reflect our attitudes or our communities. 20 hours a week is simply not enough time to do all of the work that is required to keep our school libraries adequately maintained and modern.

Public Libraries do a great job, but they can never replace or provide the tailored learning and personalized service that school libraries and School Library Technicians try to provide every day.

Please help us to help our students and restore the hours that were eliminated on March 2nd, 2011. Thank you for your time.

Jennifer Hernandez: Tracy School Board: My heart literally hurts today after finding out that we are still stuck in the purple tier. It pains me to think that this non logical tier system is what holds our children back from entering into in-person school. While I understand that my argument regarding the tier system is not something you as a board can fix or change, I would like to still beg that you keep the plan to open in-person for all students who wish to return for 7-12 grades in place. I am also curious to know if we are able to open under the new school guidelines that came out in the last couple days. I states that school can reopen under the red and purple tiers (under 25 cases per 100,000; which we meet). The school just needs to publish their health plan with the local health office. Please do all you can to look into this and act swiftly. We could have kids back in-person by the end of the month.

I had not seen my kids this excited in over a year, when they thought they were returning to school this week. Their entire routine, demeanor, and attitude changed. They were ecstatic to be able to see their teachers in-person. After learning this would not happen, I could see all that excitement vanish. They are upset. They need to be around peers. They need to actually meet their teachers in person. Please keep a plan to open as soon as we are allowed. Even if it means opening immediately or waiting a few more weeks. Regardless the kids need time in class.

In closing might I suggest that the high schools come up with some sort of activity or drive thru where these older kids can actually go to the school and see some of the faculty. My elementary school has done several of these and it helps a little to show the kids that the school cares. Thank you

Lorrie Brandt: I would like to address the new CDC guidelines that came out on Saturday regarding all school grades and any tier are now allowed to get back to school so long as the county/district was only 25% or less per 100,000.

These students need to get back to school. Seventh through 12th grade students are all frustrated and want to go back. Especially being that over the last month majority of teachers have had the vaccinations completed. There is no reason for us to not get back to school. I would like to know why this did not happen on March 23 considering teachers had asynchronous learning all day last Friday to get their rooms ready. Why are we waiting for a board meeting tonight?

Carolyn Retuta: I believe it is doing more harm than good keeping the student grades 7-12 out of school. It's been over a year since they left their school and plans should be in place for them to begin ASAP. I also believe it's burning out the teachers as well trying to manage online for the past year. They are not able to connect with the students which the students sorely need both mentally and academically. I believe they feel this disconnect just as much as the students. My daughter is a senior and she has lost 1/2 her junior year and majority of her senior year. These are important to their growth both mentally and academically. At least let them have the last 8 weeks of classes back with their classmates. And per the new guidelines there should be no delay in this beginning. Every day is one day too long. Please think of these kids, we've lost too many already. Don't let any more get lost.

Tarly Coffey: We are still not in red tier however we have reached the threshold for number of cases per 100k. Please reopen our schools. The science is in for school reopening. With all the precautions we are taking we can educate our children in person safely according to the CDC. Please reopen our schools for 7 thru 12th grade. Thank you.

Seymour Cornel: I am a high school student in the Tracy Unified School District, and I am astonished by the actions taken by the District and the Board. How many changes will you do before you settle on a plan, what is your plan for the future? Just let us go back already, how can we go back to normal if you don't take the steps back to normalcy. There are and were a handful of people ready to go back, let us go. We've got to normalize the situation we have at hand to return to a state of normalcy. This pandemic is a part of our lives, so we've really just got to live with it and hopefully live through and past it. Simple words from a simple high school student, keep it simple... silly! :) Grateful for your efforts though, please provide results, please and thank you.

Mary Ortega: Please lets figure out a better solution to our 7-12 kids to get back into school. Distance learning is harming my kid and others. There is SO much pressure on these Seniors. What are we doing for them? Steps can be taken to stop the spread of Covid at the schools. Scientist study show low risk spreading at the schools. We HAVE to think outside the box and get everyone back to school. I can and will help the school my kid goes to in any way I can possibly. Parents want to be part of the solution. We can all work together as a team.

Public Hearing:

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

12.2 **Educational Services:**

12..1 Conduct a Public Hearing Regarding the Approval of the Waiver Request for Non Classroom Based Funding Determination for the Tracy Independent Study Charter School for 2021-2022

The Public Hearing was opened at 9:15 p.m.
Trustee Alexander asked about information, but no public comments were made.
The Public hearing was closed at 9:16 p.m.

12.3 Human Resources:

- 12.3.1** Receive Public Comments Regarding Negotiations with Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD)
The Public Hearing was opened at 9:16 p.m.
No comments were made.
The Public hearing was closed at 9:17 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: On items 13.1.1 through 13.1.6 and 13.3.1 through 13.3.4 Souza, Erskine. **Vote:** Yes-7; No-0.

Action: On item 13.2.1.

Souza, Erskine. **Vote:** Yes-5; No-2(Alexander, Hoffert)

Action: On item 13.2.2

Erskine, Souza. **Vote:** Yes-7; No-0.

Action: On item 13.2.3

Souza, Erskine. **Vote:** Yes-7; No-0.

13.1 Administrative & Business Services:

- 13.1.1** Approve Accounts Payable Warrants (February, 2021)
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 (February, 2021)

- 13.1.5** Approve Revolving Cash Fund Reports (February, 2021)

- 13.1.6** Approve Entertainment, Assembly, Service, Business and Food Vendors

13.2 Educational Services:

- 13.2.1** Approve Increase to Existing Master Contract with Nonpublic Agency-360 Degree Customer, Inc.

- 13.2.2** Ratify the Services of Curative testing to Conduct State Mandated COVID-19 Self-Administered Oral PCR Testing for All Three High School's Student Athletes in TUSD Participating in a Football Competition on March 13, 2021 at THS

- 13.2.3** Ratify the Services of Med-Mobile Testing to Conduct State Mandated COVID-19 Rapid Testing for All High School Student Athletes Participating in Football and Water Polo Competitions at All Three comprehensive High Schools in TUSD

- 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 the Revised Instructional Calendars and Calendar Listings for Certificated and Classified for the 2021-2022 year
- 13.3.4** Approve the Instructional Calendars for 2022-23, 2023-24, & 2024-25

Action Items:

- 14.1 Administrative & Business Services:**
- 14.1.1** Adopt Resolution 20-17 Authorizing Settlement of Insurance Claims
Action: Souza, Erskine. **Vote:** Yes-7; No-0.
- 14.2 Educational Services:**
- 14.2.1** Adopt Revised Board Policy and Acknowledge Administrative Regulation 5142.52 Suicide Prevention for the 2020-2021 School Year (Second Reading)
Action: Souza, Erskine. **Vote:** Yes-7; No-0.
- 14.2.2** Approve Waiver Request for Non-Classroom Based Funding Determination for the Tracy Independent Study Charter School for 2021-2022
Action: Alexander, Souza. **Vote:** Yes-6; No-1(Hoffert)
- 14.2.3** Consider and Approve Options to Reopen 7-12 Schools
This item was pulled. There was no vote.
- 14.3 Human Resources:**
- 14.3.1** Approve Tentative Agreements with the California School Employees Association (Separate Cover Item)
Action: Souza, Hoffert. **Vote:** Yes-7; No-0.
- 14.3.2** Adopt the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2021-2022 School Year and Submit it for Negotiations (Separate Cover Item)
Action: Souza, Erskine. **Vote:** Yes-7; No-0.
- 14.3.3** Acknowledge Receipt of California School Employees Association's (CSEA) Sunshine Proposal for the 2021-2022 School Year
Action: Souza, Erskine. **Vote:** Yes-7; No-0.

Board Reports:

Trustee Alexander commented that he would like to consider to re-open our libraries. Trustee Erskine also agrees with Trustee Alexander she thinks that would be an achievement for the LCAP. She would also like to see the board come up with a plan of what we would like to focus on. One item she is interested in is the student learning loss as a focus for 20-21 and 21-22. She hopes we continue to improve and create structure for our mental health and special education so that she doesn't have to deal with email received last week. Would like to see some type of expenditure report for our COVID safety measures for purpose of governance, accountability and transparency. She fees they are transitioning well and appreciates the direction that they are going. Trustee Hoffert congratulated and recognized Stein High School for being named a model continuation school. He looked at Edjoin and saw some of the requirements for the STEM Director included an administrative credential and reference letters. He thought that could

be modified so that it would not discourage others from applying. He would also like to see on the April agenda, a review of library fees with a one-time waiver of fees accumulated during the 2020-21 school year. Several families are having hard financial issues, and this could help them. Trustee Souza recognized the employees of the term and they are the people working with our children. She thought McKinley and Kelly did a good job on their presentations. The last 2 weeks have been hard on TUSD. She sends her condolences to the family of student, Tyler Siegel. To have this decision to return our students on Monday is the best thing she could hear. She visited classrooms yesterday and it was amazing to see the little ones. Teachers are incredible and are utilizing different ways of teaching. These are unprecedented times and she gives credit to all that are back on campus. Trustee Blanco agrees with Trustees Alexander and Erskine regarding increasing library time as it could affect our community as a whole. She also agrees with Trustee Hoffert about waiving library fees. It is important to promote literacy to our students and that we are flexible. She also enjoyed hearing about Scratch activities and the design challenges. She thanked the ASB president at Kelly for explaining how she acclimated to distance learning. That shows growth mindset and grit. She appreciated that the student commented that the use of digital text has been useful to her. By utilizing digital textbooks, it is a positive impact on the environment as she is a tree lover. She sends her love to the families of the victims in Colorado, Georgia and also to Tyler Siegel's family. She cannot imagine what they are feeling at this time. Trustee Kaur thanked everyone for their presentations and wished everyone a good night. Trustee Abercrombie had the pleasure of teaching in the classrooms and seeing how excited the kids are and he is excited to get the kids back in school for grades 7-12.

**Superintendent
Report:**

Dr. Stephens congratulated Stein on their award. It is a wonderful school where teachers and students are engaged. There is a level of caring there and he applauds their efforts. He also thanked the classified, teachers and admin for the smooth opening of schools. It felt good and they all did a great job.

Adjourn: 10:00

Clerk

Date

**Minutes of
Special Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, March 30, 2021**

6:30 PM:

1. President Kaur called the meeting to order and read the following statement:

I call to order the Special Board of Education meeting of the Tracy Unified School District for March 30, 2021. We have received 1 comment tonight. The purpose of tonight's meeting is to discuss the superintendent's announcement to retire in June of 2022 and the various steps that the board will need to take. This is only for discussion purposes and no action will be taken during this meeting.

The comment submitted online was read aloud as follows:

Jeremy Silcox: My family and I would like to take this time to first thank Dr. Stephens for his tireless efforts leading TUSD for the past several years. We have come to know him personally and recognize he is a hardworking man of integrity. He has dedicated the last 40 years to education and we believe there are numerous people he has had a positive impact on as a teacher, coach, and also administrator. Being a leader is often a very lonely position and he has worked tirelessly to help move TUSD forward. We are sure it has been a difficult time to be in his position over the last year. We wish him best in his next venture in life.

That being said, Dr. Stephens has developed and worked with a team of people who are highly qualified to move the district forward as we move out of this pandemic. We support the hiring of Dr. Rob Pecot as the next Superintendent. Rob has been in leadership for a number of years and has deep relationships across the district. He has profession, personable, decisive, and committed to educating the youth of TUSD. He has worked in a number of different settings with a variety of student needs with diverse backgrounds. He has been preparing for this opportunity for a number of years. We believe he is the most qualified to move this district forward. Thank you for listening. Jeremy, Jennie, Dallin, Lauren, Tyler, Clara, & Molly Silcox.

President Kaur then adjourned the meeting to closed session.

Roll Call:

2. Board: S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza
Staff: None present during closed session

Closed Session:

6a Public School Employment: Superintendent
3.3.1
Action: None.

Adjourn: 8:16 pm

Clerk

Date

**Minutes of
Special Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, April 13, 2021**

6:31 PM:

1. President Kaur called the meeting to order and read the following statement:

The purpose of tonight's meeting is to discuss the superintendent's announcement to retire in June of 2022 and the resulting confidential personnel steps that the board may need to take. This closed session is only for discussion purposes and no formal vote will be taken.

No public comments were received.

President Kaur then adjourned the meeting to closed session.

Roll Call:

2. Board: S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza

Staff: None present during closed session

Closed Session:

6a Public School Employment: Superintendent

3.3.1

Action: None.

Adjourn: 7:30 pm

Clerk

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 8, 2021
SUBJECT: Recognize the Outstanding Employees of the Spring Term for the 2020-2021 School Year

BACKGROUND: Three times each school year, nominations for outstanding employees are solicited from staff. A selection committee composed of two administrators; one classified/confidential representative, two certificated representatives and one classified representative review the nominations and make the selections.

RATIONALE: The employees who are selected are recognized by the School Board and are recognized at their school sites in various ways. At the end of the year, the nominations of the three employees who have received recognition as Outstanding Employees of the Term in each category are reviewed, and one employee in each category is selected as Outstanding Employee of the Year.

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

FUNDING: N/A

RECOMMENDATION: Recognize Tiffany Gonzales (9-12), Megan Wright (6-8) and Delgel Pabalan (K-5) as Outstanding Certificated Employees; Samia Basravi (9-12) and Diana Parrales (6-8) and Nicola Roberts (K-5) as Outstanding Classified Employees and Bobbie Etcheverry as the Outstanding Management Employee for the Spring Term of the 2020-2021 school year.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 19, 2021
SUBJECT: **Receive Information on TUSD ESSER and Expanded Learning and Opportunities Grants**

BACKGROUND: In response to the 2019 Novel Coronavirus (COVID-19) the U.S. Congress passed the CARES Act, which was signed into law on Friday, March 27, 2020.

This relief package provided states with both funding and streamlined waivers to give State educational agencies (SEAs) necessary flexibilities to respond to the COVID-19 pandemic. The relief package includes \$30.75 billion in emergency education funding.

The two main funding sources are the Elementary and Secondary School Emergency Relief Fund (ESSER I Fund) and the Governor's Emergency Education Relief Fund (GEER I Fund). The ESSER fund accounts for approximately \$13.2 billion of funding for all states and California's allocation is \$1,647,306,127. The GEER I Fund accounts for approximately \$3 billion of funding for all states, and California's allocation is \$355,227,235. This funding will provide local educational agencies (LEAs) with emergency relief funds to address the impact COVID-19 has had, and continues to have, on elementary and secondary schools across the nation.

Elementary and Secondary School Relief Grant (ESSER 2 & 3)

This is the second and third round of COVID relief money allotted to Tracy Unified School District by the Federal Government. Our apportionment is approximately \$20,857,611. Million dollars. These one-time funds can be used for any expenditure related COVID-19 Guidelines. This funding will provide local educational agencies (LEAs) with emergency relief funds to address the impact that Novel Coronavirus Disease 2019 (COVID-19) has had, and continues to have, on elementary and secondary schools across the nation. The expenditure deadline for these funds is September 30, 2023.

EXPANDED LEARNING AND OPPORTUNITIES GRANT (\$4.557B Statewide)

TUSD: 10.3 million dollar apportionment, 449,000 of which needs to be spent on homeless students.

Eligibility: All LEAs are eligible. Funding is \$1,000 per homeless student plus LEA gets a proportionate share of the remaining pot based on their proportion of the statewide LCFF. The state estimates the second part is equivalent to about 6.8% of the LEA LCFF entitlement.

Condition 1: Implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to, at a minimum, pupils who are eligible for free or reduced-price meals, English learners, foster youth, homeless pupils, pupils who are individuals with exceptional needs, pupils at risk of abuse, neglect, or exploitation, disengaged pupils, and pupils who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, those in danger of not meeting graduation requirements, credit-deficient pupils, high school pupils at risk of not graduating, and other pupils identified by certificated staff.

RATIONALE: The information on TUSD ESSER and Expanded Learning and Opportunities Grant describes the purpose of each grant and allowable expenditures. In addition, preliminary areas of focused expenditures are included in the information presented to the board aligned to student learning loss resources, mental health services, technology, and COVID-19 safety measures.

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

FUNDING: ESSER Funds and Expanded Learning and Opportunities Grant Funds.

RECOMMENDATION: Receive Information on TUSD ESSER and Expanded Learning and Opportunities Grants.

Prepared by: Julianna Stocking, Associate Superintendent of Educational Services and Rob Pecot, Associate Superintendent of Business Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: April 6, 2021
SUBJECT: Approve Accounts Payable Warrants (March, 2021)

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 (March, 2021).

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: March 23, 2021
SUBJECT: **Ratify Routine Agreements, Expenditures and Notice of Completions
Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
FEBRUARY 27, 2021
SUMMARY OF SERVICES**

A. Vendor:	MSDSonline
Sites:	District-wide
Item:	Year Two of a Three Year Service Agreement
Services:	Unlimited MSDS database searches, views, and additions to the eBinder. Ability to print safety data sheets and download an electronic back up.
Cost:	\$8,999.00 annually
Project Funding:	Environmental Compliance



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: March 18, 2021
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

Hirsch Elementary School:

1. Tracy Unified School District/Hirsch Elementary School: From the Wanda Hirsch Parent Teacher Organization, for the amount of \$704.24 (ck. #1606). This donation will go towards lamination expenses (\$374.24) and the purchase of copy paper (\$330.00).

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Rajesh and Anindita Arora for the amount of \$750.00 (ck. #1070). This donation is a contribution to the Prithvi Raj Scholarship for the 2020-2021 school year.
2. Tracy Unified School District/Tracy High School: From Nancy Gonzalez Heer and Paul Heer for the amount of \$1,000.00 (ck. #3509). This donation is a contribution to the R. Butch Gonzalez Scholarship for the 2020-2021 school year.
3. Tracy Unified School District/Tracy High School: From the Tracy Breakfast Lions Club for the amount of \$500.00 (ck. #1447). This donation will benefit Tracy High School's Future Farmers of America (F.F.A.) program.

West High School:

1. Tracy Unified School District/West High School: From Network for Good for the amount of \$1,150.00 (ck. #30049073). This donation will be placed in a site generated account until the origination of donation is determined.

2. Tracy Unified School District/West High School: From the National Youth Tobacco Survey for the amount of \$500.00 (ck. #1614). This donation will go towards school morale and support activities.
3. Tracy Unified School District/West High School: From Donors Choose, a collection of graphic novels valued at \$729.69. This donation will increase the graphic novel collection in the West High School library.

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: April 14, 2021
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year**

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

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

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

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

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



2020/2021 School-Connected Organization Booster Clubs

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

Revised 4/13/21



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: April 6, 2021
SUBJECT: Approve Payroll Reports (March, 2021)

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 (March, 2021).

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

Pay Date 03/10/2021

LABOR DISTRIBUTION FOR EMPLOYEE WARRANTS SUMMARY

Fund	SACS Object	Amount	
01	1100	250,437.62	Teachers' Salaries
	1200	573.60	Cert Pupil Support Salaries
	1900	1,128.00	Other Certificated Salaries
	2100	18,589.57	Instructional Aides' Salaries
	2200	47,677.16	Classified Support Salaries
	2300	491.25	
	2400	11,490.03	Clerical & Office Salaries
	2900	1,620.41	Other Classified Salaries
	Total Labor	332,007.64	
01	3101	34,642.12	STRS On 1000 Salaries
	3201	39.33	PERS On 1000 Salaries
	3202	6,758.99	PERS On 2000 Salaries
	3301	4,380.87	
	3302	5,043.38	
	3501	125.85	State Unemploy On 1000 Salary
	3502	40.02	State Unemploy On 2000 Salary
	3601	4,519.32	Worker'S Comp Ins On 1000 Sal
	3602	1,431.61	Worker'S Comp Ins On 2000 Sal
	Total Contributions	56,981.49	
09	2400	871.20	Clerical & Office Salaries
	Total Labor	871.20	
09	3302	66.64	
	3502	0.44	State Unemploy On 2000 Salary
	3602	15.62	Worker'S Comp Ins On 2000 Sal
	Total Contributions	82.70	
11	1100	13,002.39	Teachers' Salaries
	1200	573.60	Cert Pupil Support Salaries
	2100	1,037.50	Instructional Aides' Salaries
	2400	234.00	Clerical & Office Salaries
	Total Labor	14,847.49	
11	3101	1,603.08	STRS On 1000 Salaries
	3202	214.76	PERS On 2000 Salaries
	3301	196.84	
	3302	97.26	
	3501	6.78	State Unemploy On 1000 Salary
	3502	0.64	State Unemploy On 2000 Salary
	3601	243.34	Worker'S Comp Ins On 1000 Sal
	3602	22.79	Worker'S Comp Ins On 2000 Sal
	Total Contributions	2,385.49	

Fund	12	SACS Object	Amount	
		2100	335.83	Instructional Aides' Salaries
		Total Labor	335.83	
Fund	12	SACS Object	Amount	
		3202	13.71	PERS On 2000 Salaries
		3302	14.64	
		3502	0.16	State Unemploy On 2000 Salary
		3602	6.02	Worker'S Comp Ins On 2000 Sal
		Total Contributions	34.53	
Fund	13	SACS Object	Amount	
		2200	2,901.34	Classified Support Salaries
		2300	245.12	
		Total Labor	3,146.46	
Fund	13	SACS Object	Amount	
		3202	275.62	PERS On 2000 Salaries
		3302	189.24	
		3502	1.60	State Unemploy On 2000 Salary
		3602	56.42	Worker'S Comp Ins On 2000 Sal
		Total Contributions	522.88	

075 - Tracy Unified School District

Generated for Lori Nelson (LORIN75),

Pay Date 03/31/2021

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE WARRANTS SUMMARY

Fund	SACS Object	Amount		
Fund 01	1100	4,777,773.75	Teachers' Salaries	
	1200	407,681.24	Cert Pupil Support Salaries	
	1300	490,529.47	Cert Suprvrs' & Admins' Sal	
	1900	104,253.03	Other Certificated Salaries	
	2100	390,567.83	Instructional Aides' Salaries	
	2200	787,581.40	Classified Support Salaries	
	2300	180,253.89	Class Suprvrs' & Admins' Sal	
	2400	441,564.67	Clerical & Office Salaries	
	2900	33,863.79	Other Classified Salaries	
		Total Labor	7,614,069.07	
	Fund 01	3101	906,030.85	STRS On 1000 Salaries
3102		6,132.27	STRS On 2000 Salaries	
3201		34,285.53	PERS On 1000 Salaries	
3202		360,061.40	PERS On 2000 Salaries	
3301		86,444.14		
3302		130,158.43		
3401		618,344.33		
3402		250,712.83		
3501		2,890.19	State Unemploy On 1000 Salary	
3502		915.57	State Unemploy On 2000 Salary	
3601		103,610.75	Worker'S Comp Ins On 1000 Sal	
3602		32,871.69	Worker'S Comp Ins On 2000 Sal	
3701		77,882.22		
3702		39,492.91		
		Total Contributions	2,649,833.11	
Fund 09	1100	105,304.63	Teachers' Salaries	
	1200	641.92	Cert Pupil Support Salaries	
		Total Labor	105,946.55	
Fund 09	3101	16,160.38	STRS On 1000 Salaries	
	3201	1,179.62	PERS On 1000 Salaries	
	3301	1,774.78		
	3401	12,246.13		
	3501	52.98	State Unemploy On 1000 Salary	
	3601	1,899.09	Worker'S Comp Ins On 1000 Sal	
		Total Contributions	33,312.98	
Fund 11	1100	11,039.46	Teachers' Salaries	
	1200	8,260.75	Cert Pupil Support Salaries	
	1300	10,964.84	Cert Suprvrs' & Admins' Sal	
	2100	3,432.36	Instructional Aides' Salaries	
	2400	8,945.71	Clerical & Office Salaries	
		Total Labor	42,643.12	
Fund 11	3101	4,887.82	STRS On 1000 Salaries	
	3202	2,562.23	PERS On 2000 Salaries	
	3301	408.67		
	3302	897.54		
	3401	2,139.65		
	3402	2,451.25		
	3501	15.14	State Unemploy On 1000 Salary	
	3502	6.19	State Unemploy On 2000 Salary	
	3601	542.49	Worker'S Comp Ins On 1000 Sal	
	3602	221.90	Worker'S Comp Ins On 2000 Sal	
		Total Contributions	14,132.88	

Fund	12	SACS Object	Amount	
		1300	2,107.90	Cert Suprvrs' & Admins' Sal
		2100	10,675.38	Instructional Aides' Salaries
		2300	1,793.32	Class Suprvrs' & Admins' Sal
		2400	4,116.58	Clerical & Office Salaries
		Total Labor	18,693.18	

Fund	12	SACS Object	Amount	
		3101	340.43	STRS On 1000 Salaries
		3102	410.99	STRS On 2000 Salaries
		3202	2,388.09	PERS On 2000 Salaries
		3301	27.97	
		3302	990.83	
		3401	196.08	
		3402	1,603.92	
		3501	1.05	State Unemploy On 1000 Salary
		3502	8.30	State Unemploy On 2000 Salary
		3601	37.78	Worker'S Comp Ins On 1000 Sal
		3602	297.30	Worker'S Comp Ins On 2000 Sal
		Total Contributions	6,302.74	

Fund	13	SACS Object	Amount	
		2200	119,142.47	Classified Support Salaries
		2300	35,875.60	Class Suprvrs' & Admins' Sal
		2400	16,995.40	Clerical & Office Salaries
		Total Labor	172,013.47	

Fund	13	SACS Object	Amount	
		3202	30,582.01	PERS On 2000 Salaries
		3302	12,008.57	
		3402	16,680.63	
		3502	86.01	State Unemploy On 2000 Salary
		3602	3,083.36	Worker'S Comp Ins On 2000 Sal
		Total Contributions	62,440.58	

ESCAPE ONLINE



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: April 6, 2021
SUBJECT: Approve Revolving Cash Fund Reports (March, 2021)

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 (March, 2021).

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

04/01/21

TUSD
REVOLVING CASH FUND
March 2021

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
03/12/2021	9708	DEPARTMENT OF INDUSTRIAL R...	REQ21-01855 Inspection # 1447163	
			01-0000-0-0000-7200-4300-800-9222	-300.00
TOTAL				-300.00
03/30/2021	9709	CCEA	PO21-01843 Invoice #17255	
			01-0709-0-3200-1000-4300-550-6952	-615.00
TOTAL				-615.00
03/30/2021	9710	Taquería Las Comadres	PO21-01858 Jacobson Elementary	
			01-0000-0-1110-1000-4300-250-2323	-603.17
TOTAL				-603.17



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 23, 2021
SUBJECT: **Approve Master Contract (MC) for Educational Professionals of Central California for an Individual Educational Evaluation (IEE) Psycho Educational Assessment**

BACKGROUND: The Special Education Department has initiated a contract for an Independent Educational Evaluation (IEE)/Psycho-educational Assessment for one Special Education student. Educational Professionals of Central California will conduct the IEE per the San Joaquin County SELPA IEE process. Approval is necessary at this time to fulfill district responsibility to allow for agreed upon assessor of parent's choosing per applicable laws and to stay compliant with the statutory timelines.

RATIONALE: Tracy Unified School District must offer a continuum of services, including IEE's to students with exceptional needs. This request supports the District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for this contract are \$3,200.00 per comprehensive Psycho-Educational IEE. Total contract will not exceed \$3,200.00 for the fiscal year beginning April 27, 2021 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 Master Contract (MC) for Educational Professionals of Central California for an Individual Educational Evaluation (IEE) Psycho Educational Assessment.

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 Educational Professionals of Central California, LLC

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

1. Contractor shall perform the following duties: Independent Education Evaluation (IEE) of 1 District student.
The IEE will be performed in accordance with the San Joaquin County Special Education Local Plan Area (SELPA) Guidelines. A written report will be provided to the District, at the same time that it is made available to the parents of the student who was evaluated. The IEE will include a psycho-educational assessment. The contractor will attend related IEP meeting(s) to discuss the report. The contractor will provide a copy of all assessment protocols to the District.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 30 () | **HOURS** | | **DAYS**, under the terms of this agreement at the following location the assessors location.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 3,200.00 per | | **HOUR** | | **DAY** | **FLAT RATE**, not to exceed a total of \$ 3,200.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] **SHALL** | **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
 - c. District shall make payment on a | | **MONTHLY PROGRESS BASIS** | **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on March 23, 2021, and shall terminate on June 30, 2021.
5. This agreement may be terminated at any time during the term by either party upon Thirty (30) days' written notice of termination delivered by certified mail, return receipt requested.

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



Coordinator / CEO
Title
83-3718990
Contractor Signature

Coordinator / CEO
Title
1398 W Indianapolis Ave Suite #101
Address
Fresno CA 93705

Address

Rob Pecot

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: March 24, 2021
SUBJECT: **Approve Agreement Increase for Contract Services with Speech Therapy and Accent Group Inc. for Independent Educational Evaluation/Speech and Language Assessment**

BACKGROUND: The Special Education Department has contracted with Speech Therapy and Accent Group, Inc. Elizabeth Perry from Livermore, CA for the Independent Educational Evaluation (IEE). Approval to increase the contract is needed to remain compliant with IEE request and parents' rights to choose assessor of their choice for an Independent Educational Evaluation (IEE).

RATIONALE: District must offer a continuum of services including, when necessary Independent Educational Evaluations (IEE) to students when needed. 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. Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for Speech Therapy and Accent Group, Inc. contract will not exceed \$2,500.00 for the fiscal year beginning July1, 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 Increase for Contract Services with Speech Therapy and Accent Group Inc. for Independent Educational Evaluation/Speech and Language Assessment.

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

1. Contractor shall perform the following duties: _____
Speech Therapy and Accent Group Inc. will provide Speech Therapy assessment of student to prepare student to be a well-rounded individual with knowledge and skill for success and ensure a safe learning environment that supports student goals.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 60 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Art Freiler Elementary.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 2,500.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 2,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on 4/27/2021, and shall terminate on June 31, 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, 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:

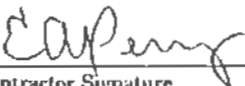
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm 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 _____
 Elizabeth Perry
 IRS Identification Number _____
 Title _____
 Director
 Address _____
 616 Skylinks Court

 Livermore, CA 94551

MS,CCC-SLP

 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: April 14, 2021
SUBJECT: Approve Revised School Site Plan and Budget for South/West Park School for the Remainder of the 2020-2021 School Year

BACKGROUND: The 2020-2021 School Site Plans and Budgets were approved at the August 11, 2020 Board Meeting, as is required by the Every Student Succeeds Act (ESSA). The current uncertainties surrounding COVID – 19, as well as impending budget cuts have forced some of our schools to alter some programs, plans and expenditures that had originally been approved by the TUSD Board of Trustees, as well as School Site Councils for the 2020-2021 school year. These changes are needed to better meet the needs of our students during this COVID – 19 Pandemic and in its aftermath.

RATIONALE: Changes of this nature require both individual School Site Council and Local Education Agency (LEA) Governing Board approval. These changes have been reviewed by District staff, and then approved by the individual School Site Councils during the month of March, 2021. This Agenda Item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure to a safe learning environment that supports staff and student goals.

FUNDING: There is no additional cost for these revisions.

RECOMMENDATION: Approve Revised School Site Plan and Budget for South/West Park School for the Remainder of the 2020-2021 School Year.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 31, 2021
SUBJECT: **Ratify the Services of Med-Mobile to Continue Conducting State Mandated COVID-19 Rapid Testing for All High School Student Athletes Participating In Football and Water Polo Competitions and for Med-Mobile to Start PCR Testing for all High School Student Athletes Participating in All Outdoor Sports at All Three Comprehensive High Schools in TUSD**

BACKGROUND: In February 2021, all school districts in California received an official mandate by the CDPH and the CIF to conduct weekly COVID-19 testing for all high school football and water polo athletes while our state remained between 7-14 COVID cases per 100,000. As of today, March 31, 2021, our county is at 10.0 COVID cases per 100,000, therefore we have secured Med-Mobile to come to each of our high school campus beginning March 18 2021 to conduct the Rapid Test for COVID 19 for all high school student athletes participating in football and water polo practices and competitions. Med-Mobile will have test results within 10-15 minutes on each athlete. We anticipate we will need to secure 5 weeks of these tests to ensure we get below the 7 COVID cases per 100,000 is met in our county. All indoor sports (volleyball, basketball, and wrestling) have been mandated to PCR test weekly for both practice and competition weeks.

RATIONALE: Our football and water polo student athletes will not get to participate in their weekly practice and competitions without a weekly negative Rapid Antigen test result for COVID 19. Our indoor sports athletes will not get to participate in their practice or competitions if they do not get a negative weekly PCR test result. These tests have been mandated by the CDPH, SJCPH, and CIF. Should our county drop below the 7 per 100,000 COVID cases, we will stop the weekly Rapid Antigen testing for water polo and football. All indoor sports must continue with the weekly PCR testing, per the collegiate level guidelines recommended to us by SJCPH. This Agenda Item supports District Goals # 3 - Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The cost of the weekly testing is approximately \$66,000.00 and we would like to secure at least 9 weeks of testing based on the current mandate and the current number of COVID 19 cases per 100,00 in San Joaquin County. This requires funding of \$600,000.00 to be made available.

RECOMMENDATION: Ratify the Services of Med-Mobile to Continue Conducting State Mandated COVID-19 Rapid Testing for All High School Student Athletes Participating In Football and Water Polo Competitions and for Med-Mobile to Start PCR Testing for all High School Student Athletes Participating in All Outdoor Sports at All Three Comprehensive High Schools in TUSD.

Prepared by Mary Petty, Director of Student 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 Mobile-Med Work Health Solutions, Inc., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: weekly COVID 19 rapid antigen testing (for athletes participating in outdoor sports) and weekly PCR testing (for athletes participating in all indoor sports). Rapid Antigen testing shall be provided at a rate of \$59 per test. PCR testing shall be provided at a rate of \$150 per test, plus staffing. Staffing shall cost \$450 for the first four hours, plus \$112.50 per hour for each hour after the first four hours (per Contractor staffer assigned per site). No staffing charges shall be assessed. Minimum of 25 tests per deployment.

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 multiple weeks (until mandate dropped by state) (X) [] HOURS [] DAYS, under the terms of this agreement at the following location KHS, THS, WHS.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ Per Test (see above) per [] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 600,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [✓] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 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 March 31, 2021, and shall terminate on June 15, 2021.
5. This agreement may be terminated at any time during the term by either party upon cancellation via email within 3 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, Mary Petty, at (20) 830-3280 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor WILL WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

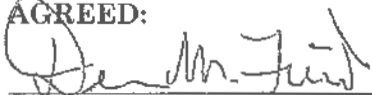
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:



Contractor Signature

Title

IRS Identification Number

Chief Problem Solver

Title

2101 Forest Ave, Suite 220 A, San Jose, CA 95128

Address

Rob Pecot

Tracy Unified School District

3/31/2021

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: April 13, 2021
SUBJECT: **Ratify Agreement for Special Contract Services with Building Connections Behavioral Health, Inc. for Functional Behavioral Analysis Assessment and Behavioral Training and Supervision to Staff**

BACKGROUND: The Special Education Department has contracted with Building Connections Behavioral Health, Inc. for the needed FBA evaluation, oversight, supervision of TUSD paraprofessional as well as a BCBA to provide consultation with providers, guidance and training to staff and SPED teacher in the amount of 10 hours. Consent is needed at this time to remain compliant with services on the IEP and parents' rights to choose assessor of their choice for Independent Educational Evaluation.

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

FUNDING: Expenses for this contract include training, assessments, report writing and IEP attendance. Total contract expenses will not exceed \$7,000. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Building Connections Behavioral Health, Inc. for a Functional Behavioral Analysis Assessment and Behavioral Training and Supervision to Staff.

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

1. Contractor shall perform the following duties: Board Certified Behavior Analyst (BCBA) oversight, supervision of TUSD paraprofessional (as needed). BCBA to provide consultation with providers, guidance and training to staff and SPED teacher in the amount of 10 hours. Recommendations of the BCBA in regard to the necessity to continue this contract beyond the 2020-21 school year.
BCBA will conduct an Functional Behavioral Analysis (FBA) as well to determine students behavioral needs.

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 10 hrs of training + TBD hrs. for FBA () HOURS [] DAYS, under the terms of this agreement at the following location School site and virtually.

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

- a. District shall pay ^{\$5000 for FBA plus} \$200/hr for training per [] HOUR [] DAY FLAT RATE, not to exceed a total of \$7000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$-0- for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 04/12/2021, and shall terminate on 06/30/2021.

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

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

DocuSigned by:

CEO

Signature
471253660

Title

IRS Identification Number

CEO

Title

CEO

Address

710 south Broadway

walnut Creek ca 94596

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: April 1, 2021
SUBJECT: Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending April 15, 2021

BACKGROUND: Pursuant to the Williams Settlement and California *Education Code* Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, and 3) a properly credentialed teacher for every classroom. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams settlements during the January 15, 2021 – April 15, 2021 reporting period.

RATIONALE: The quarterly report for the period of January 15, 2021 through April 15, 2021 has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint process as well as the resolution of each of those complaints. This report supports Strategic District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and Strategic District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No cost.

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

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

**San Joaquin County Office of Education
Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on *Williams* Uniform Complaints**
[Education Code § 35186(d)]

District: Tracy Unified School District

Person completing this form: Tania Salinas

Title: Continuous Improvement, State & Federal Programs

Quarterly Report Submission Date: January 15, 2021
(check one) April 15, 2021
 July 15, 2021
 October 15, 2021

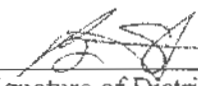
Date for information to be reported publicly at governing board meeting: April 27, 2021

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
TOTALS			

Dr. Brian Stephens
Print Name of District Superintendent


Signature of District Superintendent

4/1/21
Date



HUMAN RESOURCES MEMORANDUM

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

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Angel, Nora Secretary to the Associate Superintendent of Human Resources	Human Resources	4/23/21	Personal
Baumann, Marji Assistant Principal	Hirsch/Poet	6/30/21	Accepted Principal position at Villalovoz
Ferrario, Tamara Director of Human Resources and Employee Relations	Human Resources	6/30/21	Personal
Nasello, Catherine Principal, K-5	Hirsch	6/30/21	Personal

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Agapie, Susan SDC 4/5	Central	5/28/21	Personal

Barker Gatzke, Jennifer SDC	Kinball High	6/2/21	Personal
Fauth, Sheri SDC 2/3	Villalovoz	5/28/21	Personal
Grover, Jennifer Music	Tracy High	6/30/21	Personal

BACKGROUND:

CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Amorello, Deborah 4 th Grade	Villalovoz	6/1/21	Retirement
Bailey, Jeanne RSP	Williams	6/30/21	Retirement
Borders, Ellen English	West High	6/30/21	Retirement
Easley, Andrea 3 rd Grade	Jacobson	6/1/21	Retirement
Edward, Sue 6 th Grade	Williams	6/1/21	Retirement
Keenan, Colleen 7 th Grade Core	Williams	6/1/21	Retirement
Medek, Dean Mathematics	Kinball High	5/29/21	Retirement
Somogyi, Janet 4 th Grade	Central	7/1/21	Retirement
Walker, Westley ELA – 7 th Grade	Williams	7/31/21	Retirement

BACKGROUND:

CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Carvalho, Louis Utility Person II	MOT	7/7/21	Retirement
Kraschinsky, Janet H.S. Administrative Secretary	Kimball	3/16/21	Retirement

Pimentel, Christine Special Ed Para Educator I	West	7/10/21	Retirement
Roberts, Nicola Para Educator I	Bohn	5/29/21	Retirement

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Byrd, Gregory Utility Person III	MOT	4/6/21	Personal
Garcia, Sherry IEP Para Educator I	Bohn	4/13/21	Accepted Special Ed Para Educator I position at Villa
Hubregtse, Katherine Special Ed Para Educator I	Jacobson	3/27/21	Personal
Matalavage, Joni Para Educator I	Jacobson	5/31/21	Personal
Minkel Piazza, Joan Para Educator I	Hirsch	4/10/21	Personal
Ramirez, Lucia Para Educator I	North	4/13/21	Accepted Special Ed Para Educator I position at Villa
Ramirez-Osorio, Rosa Food Service Worker I	SWP	4/9/21	Personal

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

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



HUMAN RESOURCES MEMORANDUM

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

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL**

Baumann, Marji

Principal (Replacement)
Villalovo Elementary
LME Range 54, Step E, \$134,793.00
Funding: General Fund
Effective: July 1, 2021

Dhillon, Shareen

Speech Language Pathologist
(Replacement)
District Wide
LMP Range 8, Step C, \$90,326.00
Funding: Restricted Funds

BACKGROUND:

CLASSIFIED

Baker, Nicholas

Mechanic (Replacement)
Transportation
Range 49, Step A - \$27.88
8 hours per day
Funding: General Fund – Unrestricted,
Special Ed Transportation, Home to
School Transportation

Cameron, Sheila

High School Attendance Clerk (Replacement)
Kimball High
Range 26, Step C - \$17.87 per hour
8 hours per day
Funding: General Fund

Galvan Piceno, Maria	ISET Technician I (New) ISET Range 53, Step A - \$30.62 per hour 8 hours per day Funding: General Fund
Galvan, Catrina	Clerk Typist I (New) Educational Services Range 23, Step C - \$16.70 per hour 4 hours per day Funding: General Fund
Garcia, Sherry	Special Ed Para Educator I (Replacement) Villalovoz Range 24, Step E - \$18.72 per hour 6.5 hours per day Funding: Special Education
Kumar, Tamizharasi	Special Ed Para Educator I (Replacement) McKinley Range 24, Step C - \$17.07 per hour 4 hours per day Funding: Spd-IDEA BAS Grnt Entl
Meyers, Elissa	IEP Para Educator I (New) McKinley Range 24, Step C - \$17.07 per hour 3.5 hours per day Funding: Sped IDEA Presch Loc Entl RIS
Ramirez, Lucia	Special Ed Para Educator I (Replacement) Villalovoz Range 24, Step E - \$18.72 per hour 6.25 hours per day Funding: Special Education
Ramirez, Rachel	K-8 Library Technician (Replacment) North Range 30 Step A - 17.87 per hour 5 hours per day Funding: State Lottery
Sanchez Aguilar, Antonio	Utility Person II (Replacement) MOT Range 35, Step A - \$20.10 per hour 8 hours per day Funding: General Fund

Sterritt, Michelle
Secretary to the Director of Special Ed
(Replacement)
Range 40, Step D - \$26.00 per hour
8 hours per day
Funding: Special Education

Vigil, Victoria
Para Educator I (Replacement)
Jacobson
Range 24, Step A - \$15.56 per hour
4 hours per day
Funding: Targeted SES

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: March 26, 2021
RE: **Approve Paid Internship Credential Program Agreement with National University**

BACKGROUND: Tracy Unified School District currently employs interns through a number of colleges and universities. This has aided the District in increasing the number of candidates that are available for a variety of teaching, counseling, and school psychologist positions within the District. A partnership between National University and Tracy Unified School District will expand options for meeting staffing needs. This agreement is effective April 28, 2021 through April 28, 2026.

RATIONALE: By adding National University Intern program, the District will expand its pool of applicants. 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 Paid Internship Credential Program Agreement with National University

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



PAID INTERNSHIP CREDENTIAL PROGRAM AGREEMENT

This Paid Internship Credential Program Agreement (“**Agreement**”) is entered into effective as of April 28, 2021 (“**Effective Date**”) by and between Tracy Joint Unified School District, who have partnered for the purpose of providing contractual services for students, or state-supported K-12 educational service unit, which is located at 1875 West Lowell Ave., Tracy, CA 95376-2291, USA (individually or collectively, “**Institution**”), and National University (“**University**”), a California nonprofit, private University.

RECITALS

- A. **University** is accredited by WASC Senior College and University Commission (WSCUC). **University** has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (CTC) to offer the following internship credential programs (“**Programs**”): Inspired Teaching and Learning, Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology;
- B. California Education Code Sections 44452 and 44321 authorize a public school **Institution**, charter school or county office of education in cooperation with an approved college or **University** to establish an internship program meeting the provisions of applicable California statutes and CTC regulations. **Institution** is either a public school institution (or state-supported K-12 educational service unit), charter school, or county office of education and **University** is an approved University within the meaning of Ed Code Section 44452; and
- C. **Institution** and **University** wish to partner to deliver services in support of the Programs that meet the regulations and standards of CTC. Attached as Exhibit “A” to this Agreement and incorporated herein by this reference is a list of the Programs that **Institution** and **University** will be supporting through this partnership. The Intern(s) must remain at the **Institution** addressed above for the duration of their Credentials Internship.

Based on these recitals, **Institution** and **University** agree as follows:

1. **Term**. The term of this Agreement shall commence as of the Effective Date above and shall continue for a period of five (5) years or sooner if either party gives thirty (30) days written notice of its intent to terminate this Agreement. All Interns placed with **Institution** and who are in good standing with **Institution** and **University** as of the date of termination of this Agreement shall be permitted to complete their internship experience with **Institution**.
2. **Placement of Interns**. **University** students, certified as qualified and competent by **University** to provide intern services to **Institution**, may, at **Institution**’s discretion, be accepted and assigned to its schools for services as interns (“**Interns**”). **University** and **Institution** shall coordinate the process of selection and placement of Interns. **University** reserves the right to make the final determination on any Intern’s acceptance into the Program, while **Institution** reserves the right to make the final determination on any Intern’s employment. Neither **University** nor **Institution** shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran’s status, medical condition, marital status, or citizenship, within the limits imposed by law.
3. **Program Requirements**. Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
 - a. Recommendation to a Program by an **Institution** designee.
 - b. Interview and screening by **Institution** staff, including a background check, **Institution** administrator interview and paper screening, Department of Justice fingerprint clearance, and a baccalaureate degree from an accredited **Institution**.

- c. Interview and screening by **University** staff, including a personal interview, written self-evaluation regarding teaching and learning, and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
 - d. Interview with a **University** Support Provider/Supervisor and a lead faculty member for the Program.
 - c. Passage of the CBEST exam or proof of basic skills assessment and verification of subject matter competence by completion of an approved program or passage of the CSET.
 - f. All service preconditions required by the CCTC shall have been met.
4. **Insurance.** The **Institution** and the **University** will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 (one million dollars) for each occurrence and \$2,000,000 (two million dollars) in the aggregate, with no exclusion for molestation or abuse. The Parties will provide proof of such insurance upon execution of this Agreement to each other. For purposes of this Agreement, each of the Parties will provide workers' compensation insurance coverage for their own employees.
 5. **Intern Employment Status.** Interns shall be **Institution** employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.
 6. **Reservation of Right to Payment.** Pursuant to Education Code Section 44462, **Institution** reserves the right to request an adjustment of any Intern's salary to cover supervision services pursuant to this Agreement.
 7. **Non-Displacement of Certificated Employees.** Pursuant to CTC requirements, upon request **Institution** shall provide written certification to **University** that each Intern placed with **Institution** has not displaced a certificated **Institution** employee, which shall enable **University** to verify to CTC that all statutory and CTC requirements have been met.
 8. **Teacher and Special Education Intern Support.**
 - a. To support Education Credential Interns, **Institution** and **University** will each provide a qualified supervisor to assist each Intern in a Program. School supervisors are called "Site Support Providers". **University** supervisors are called "University Support Providers". Institution Support Providers will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by visiting the classroom to conduct real time observations with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. A minimum of two hours of support / mentoring and supervision must be provided to an intern every five instructional days.
 - b. Institution Support Providers shall hold a valid Clear or Life Credential in the content area for which they are providing supervision, three years of successful teaching experience, hold a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or valid bilingual authorization issued pursuant to section 80015.1, and must have demonstrated exemplary teaching practices.
 - c. Institution Support Provider and University's Support Provider will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
 - d. Institution Support Provider/Site Supervisors and University's Support Providers will meet without the Intern to discuss the Intern's progress, as needed.
 - e. Concurrent with an Intern's experience at **Institution**, **University** will hold Program orientation seminars for Interns and training seminars for Institution Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
 - f. **Institution** will include Interns in appropriate **Institution** support programs and regularly scheduled staff development activities.
 - g. **Institution** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance is provided to Interns at a minimum of 2 hours a week while employed as the teacher of record.

- h. **Institution** and **University** will share supervision and ongoing support requirements totaling a minimum of 144 hours per school year. Interns without English Language Authorization must receive 45 hours of focused English Language instruction support per school year; (b)(5)(B) requires the employer to identify and individual with EL authorization who will be immediately available to assist an intern teacher who does not yet hold EL authorization. **University** Support Providers will monitor the completion of employer-provided support via an Intern Support Verification Form to verify the clockwork hours provided by Site Support Providers and/or employer support personnel. Forms must be submitted as part of the intern's clinical practice course assignments. Program faculty, program supervisors, and **Institution**-employed supervisors monitor and support candidates during their progress towards mastering the TPEs.
 - i. Employers who hire/place or wish to backdate interns outside **National University** clinical practice start offerings are required to provide 100% of the state mandated support (4 hours per week of general support, and 1.25 hours of EL specific support if the intern does not hold EL authorization) until the next available start date at which point the **University** Support provider will provide **University** support services as noted in article (8.h.).
 - j. **National University** provides **Institution**-employed supervisors with a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The program ensures that **Institution** employed supervisors remain current in the knowledge and skills for candidate supervision and program expectations.
 - k. **Institution** with interns must have a fully qualified Credentialed administrator.
 - l. **University** may request use of video capture for candidate reflection and CAL TPA completion to reflect to the extent possible Intern's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. **Institution** shall inform Special Education Credential Interns of video recording policies in place for the CAL TPA task video capture requirement.
9. Counseling Intern Support
- a. To support Services Credential Interns, **Institution** and **University** will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling. **Institution** supervisors are called "Site Support Providers/Site Supervisors". **University** supervisors are called "Support Providers/**University** Supervisors".
 - b. Clinical Practice Supervisor shall refer to an employee of the **Institution** holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the **Institution** typically with three or more years experience as a school counselor, school psychologist, school social worker, or mental health specialist. Clinical Practice shall consist of a minimum of six hundred (600) clock hours in public school settings at two of three school levels such as elementary, middle, high school with a minimum of two hundred (200) clock hours at each level. Paid interns may complete all 600 hours at their site of employment. Up to one hundred fifty (150) clock hours shall be devoted to issues of diversity. This may be satisfied with up to 100 clock hours in a diversity program or with the development and implementation of a program that addresses diversity issues. AND, at least fifty (50) clock hours shall be with at least ten (10) pupils (individually or in a group) of a racial and ethnic background different from that of the candidate. OR, all 150 clock hours with pupils of a racial and ethnic background different from that of the candidate.
 - c. Clinical practice shall refer to the participation by a Student in the duties and functions of a school counselor and may include school attendance worker under the direct supervision and instruction of one or more Clinical Practice Supervisors holding a PPS School Counseling Credential.
 - d. **Institution** and **University** shall independently determine the qualifications of their respective supervisors.
 - e. **Institution's** Site Support Provider/Site Supervisors and **University's** Support Provider/**University** Supervisors will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
 - f. **Institution's** Site Support Provider/Site Supervisors and **University's** Support Providers/**University** Supervisors will meet without the Intern to discuss the Intern's progress, as needed.
 - g. Concurrent with an Intern's experience at **Institution**, **Institution** may hold Program orientation seminars for Interns. An initial meeting is held with the Site Support Providers'/Site Supervisors' training, **University** representatives to review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, and communicate intern schedules.
 - h. **Institution** will include Interns in appropriate **Institution** support programs and regularly scheduled staff development activities.

- i. **Institution** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at **Institution**.
- j. University Support Providers will maintain contact with Interns on or off-site on a regularly scheduled basis to monitor each Intern's progress.

Paid Counseling Internship Students (may include but is not limited to):

- Special Education IEP Consultation of Psycho-Educational Assessment Results
- Collaborate and consult with parents and teachers to provide Referrals to Parents/Teachers
- Design and Implement Interventions – both academic and behavioral/mental health
- Review of Special Education/Cumulative Records
- Conduct Classroom Observations in General Ed./Special Ed. Classrooms
- Facilitate Group/Individual Counseling
- Administrator/Teacher/Parent Consultation
- Design and Implement Behavioral Interventions
- Documentation of services (e.g., assessment logs) required by **Institution** supervising school counselor

10. Psychology Intern Support

- a. To support Services Credential Interns, **Institution** and **University** will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, Pupil Personnel Services School Psychology, and Administrative Services Programs. **Institution** supervisors are called "Site Support Providers/Site Supervisors". **University** supervisors are called "Support Providers/University Supervisors".
- b. Clinical Practice Supervisor shall refer to an employee of the **Institution** holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the **Institution** typically with two or more years experience as a school counselor, school psychologist, school social worker, or mental health specialist.
- c. Clinical Practice Assignment shall typically refer to a full day of Clinical Practice consisting of five days a week for 12 to 18 weeks, dependent upon the program. Clinical Practice Assignment shall satisfy all requirements set by the commission.
- d. Clinical Practice Internship totals 1650 clock hours and shall consist of 450 hours of practicum and 1200 hours of Internship Clinical Practice field experience depending upon the specific program requirements.
- e. Clinical practice shall refer to the participation by a Student in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more Commission qualified Clinical Practice Supervisors.
- f. **Institution** and **University** shall independently determine the qualifications of their respective supervisors.
- g. **Institution's** Site Support Provider/Site Supervisors and **University's** Support Provider/University Supervisors will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
- h. **Institution's** Site Support Provider/Site Supervisors and **University's** Support Providers/University Supervisors will meet without the Intern to discuss the Intern's progress, as needed.
- i. Concurrent with an Intern's experience at **Institution**, **Institution** may hold Program orientation seminars for Interns and training seminars for **Institution** Site Support Providers/Supervisors. **Institution** representatives will review supervising techniques, established procedures for conducting observations and providing assistance, introduce forms used within the **Institution**, communicate needs, and/or offer further training and materials to Support Interns and **Institution** needs.
- j. **Institution** will include Interns in appropriate **Institution** support programs and regularly scheduled staff development activities.
- k. **Institution** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at **Institution**.
- l. University Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.

Psychology Internship Students (may include but is not limited to):

- Special Education IEP Consultation & Presentation of Psycho-Educational Assessment Results
- Writing Psycho-Educational Reports which shall be reviewed by the **Institution** Supervisor.
- Collaborate and consult with parents and teachers to provide Referrals to Parents/Teachers
- Design and Implement RtI/MTSS Interventions – both academic and behavioral/mental health
- Review of Special Education/Cumulative Records
- Conduct Classroom Observations in General Ed./Special Ed. Classrooms
- Conduct Psycho-Educational Assessments-Full
- Facilitate Group/Individual Counseling

- Teacher/Parent Consultation
- Design and Implement Behavioral Interventions
- Participate in Study Team Consultation
- Documentation of services (e.g., assessment logs) required by **Institution** supervising school psychologist
- School-wide positive behavioral intervention support
- Comprehensive and balanced school psychological services as required by the National Association of school Psychologists (NASP) Domains of Practice and Internship experience.

11. Intern Administrative Services must complete a range of activities in educational settings. Settings must:
 - a. Support the candidate's ability to complete the APA
 - b. Demonstrate commitment to collaborative student-centered practices and continuous program improvement
 - c. Support partnerships with education, social, and community entities that support teaching and learning for all students
 - d. Create a learning culture to support all students
 - e. Understand and reflect socioeconomic and cultural diversity
 - f. Support the candidates to access data, work with other educators, and observe teaching practice
 - g. Permit video capture for candidate reflection and CALAPA completion to reflect to the extent possible Intern's knowledge skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. **Institution** shall inform Credential Intern of video recording policies in place for the CAL APA task video capture requirement
 - h. **Institution's** Site Support Provider and **University's** Support Provider will meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
12. Academic Responsibility. **University** shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.
13. Duration of Internship. Once a student has been accepted as an Intern by **Institution**, and if the student remains in good standing in the Program at **University** and within the **Institution's** policies and performance standards, the Intern will be permitted to finish his/her internship at **Institution**. However, an Intern who performs below acceptable **Institution** or **University** standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the **Institution** and/or removed from his/her Program by the **University**. All services provided by **University** and **Institution** pursuant to this Agreement shall terminate upon an Intern's removal from the **Institution** or termination of participation in a Program.
14. Assessment. Assessment is a function of the Teacher Education Internship Seminar course (for the Teacher Education Internship Credential), Specialist Education Clinical Practice Seminar courses (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) and Best Practices Internship Seminar for School Counseling and School Psychology (for the Pupil Personnel Services Internship Credential). Students in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course. This pre-assessment, development and post-assessment will occur in collaboration with the **Institution** Site Support Provider/Site Supervisor and the University Support Provider/University Supervisor.
15. Video Assessment. **Institution** and **University** agree the use of video recording equipment on any **Institution** property, including but not limited to, **Institution** classrooms, is solely for the purpose of assessing Interns as part of the credentialing process. The **Institution** shall provide University Site Support Providers and Interns with any or all applicable rules, regulations, and instructions relating to the assessment. The **University** and **Institution** agree no video recording of any student teacher will occur without prior written notification of the name of the student teacher as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the **Institution** shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in Section 16 of this agreement.
16. Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction of all student teachers and any other **University** personnel in connection with the assessment of the student teachers, including, but not limited to, all classroom video recording of the student teachers, shall be at the **University's** sole discretion.

The **University** and **Institution** agree no video recording of any **Institution** student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian

17. Indemnity. The **Institution** shall defend, indemnify and hold the **University**, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the **Institution**, its officers, employees, or agents.

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

18. Relationship of Parties. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship between the parties.

19. Publicity. Neither **University** nor **Institution** shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.

20. Records. It is understood and agreed that all employment records shall remain the property of **Institution**, and all student records, including Intern assessments, will remain the property of **University**.

21. Entire Agreement and Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.

22. Confidentiality of Student Intern Records. For purposes of this Agreement and any **University** Program Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), **University** designates **Institution** and its Facilities/Educational Sites as having a legitimate educational interest in the educational records of any student who participates in the Internship Credential Program to the extent that access to the records is required by **Institution** programs or facilities to which the student is assigned to carry out the relevant educational experience. **Institution** and its organizational components (i.e., programs) agree to maintain the confidentiality of each student's educational record in accordance with the provisions of FERPA.

23. Confidentiality of Institution Pupil Records. No Intern will have access to or have the right to receive any **Institution** pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Internship program. The discussion, transmission, or narration in any form by Interns of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the Internship program, is forbidden except as a necessary part of the practical Internship experience. To the extent an Intern is given access, they are subject to the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Otherwise, Interns shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the internship experience with **University**, its employees, agents or others.

24. Limitation of Liability. Limitation of Liability, except for obligations to make payment under this Contract, Liability for Indemnification, Liability for Breach of Confidentiality, or Liability for Infringement or Misappropriation of Intellectual Property Rights, in no event shall either Party or any of its Representatives be liable under this Contract to the other Party of any Third Party for Consequential, Indirect, Incidental, Special, Exemplary, Punitive, or Enhanced Damages, Lost Profits or Revenues or Diminution in Value arising out of, or relating to, and/or in connection with any Breach of this Contract, regardless of whether such damages were foreseeable, whether or not it was advised of the possibility of such damages and the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

25. Certificate of Clearance. In accordance with California Education Code Section 44320, each credential candidate prior to assignment to **Institution** must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The **University** will ensure that student's receive a Certificate prior to beginning their assignment in the **Institution** or hold a valid document issued by the CTC accounting for fingerprint clearance.

26. Tuberculosis Clearance. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to **Institution** must obtain at the candidate's sole expense an examination by a licensed physician or surgeon

within the past 60 days to determine that they are free of active tuberculosis, prior to beginning the candidate's assignment in the **Institution**.

- 27. **Non-Discrimination.** The **Institution** and **University** agree not to discriminate against any employee, faculty member, supervisor or student of or relating to this Agreement or the Services on the basis of race, color, religion, sex, ancestry, age, national origin or disability (as defined in The Americans with Disabilities Act of 1990, 42 USC 12101, et seq. and any regulation promulgated thereunder) or any other unlawful basis.
- 28. **Arbitration.** In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.
- 29. **Entire Agreement and Severability.** If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
- 30. **Assignment.** Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
- 31. **Notices.** All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.
- 32. **Representations.** Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.
- 33. **General Provisions.** The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at San Diego, California.

This Agreement is executed by and between:

University: National University

Institution: Tracy Joint Unified School District

By: _____
Dave C. Lawrence, MBA, EdD
Vice Chancellor, Finance

By: _____
Tammy Jalique
Associate Superintendent for Human Resources

Dated: _____

Dated: _____

Contact:
Credentials Contract Coordinator
9980 Carroll Canyon Road
San Diego, CA 92131
Telephone (858) 642-8310
Facsimile (858) 642-8717
credcontracts@nu.edu

Telephone: _____
Address: _____

EXHIBIT A
Internship Programs

Institution and University wish to partner to support the following Programs:

- Inspired Teaching and Learning
- Teacher Education Internship Credential
- Special Education Internship Credential
- Preliminary Administrative Services Internship Credential
- Pupil Personnel Services Internship Credential – School of Counseling
- Pupil Personnel Services Internship Credential – School of Psychology



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: March 22, 2021
RE: Approve Student Teaching, School Counseling, and School Psychology Field Experience Agreement with Saint Mary's College of California

BACKGROUND: Tracy Unified School District currently employs interns through a number of colleges and universities. This has aided the District in increasing the number of candidates that are available for teaching, school counseling, and school psychology positions within the district. A partnership between Saint Mary's College of California and Tracy Unified School District will expand options for meeting staffing needs. This Agreement will be effective from August 15, 2021 through August 15, 2024.

RATIONALE: By approving this agreement, the District will expand its pool of applicants for Teaching, School Counseling, and School Psychology positions. This agenda item meets strategic goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

FUNDING: There is no cost to the District.

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

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



SAINT MARY'S COLLEGE OF CALIFORNIA STUDENT PLACEMENT AGREEMENT

This Agreement ("Agreement") is made by and between Saint Mary's College of California ("Saint Mary's"), a non-profit public benefit corporation and Tracy Unified School District ("Institution") on this 15th day of August 2021 ("Effective Date").

RECITALS

WHEREAS, Saint Mary's desires to place Saint Mary's students enrolled in teacher training curricula and/or Saint Mary's students enrolled in counselor or psychology training curricula (collectively, "Students"), in appropriate locations whereby Students may gain practical teaching, school counseling or school psychology experience as an important element of Students' education and training by Saint Mary's School of Education; and

WHEREAS, Saint Mary's is accredited by the Western Association of Schools and Colleges and is approved by the California Commission on Teacher Credentialing ("CCTC") as a teacher and counselor education institution that enrolls Students in a teacher training and/or a school counselor or school psychology education curriculum and Institution benefits from the services and assistance of Students in Institution's teaching, school counseling or school psychology environments; and

NOW, WHEREFORE, it is mutually agreed between the parties hereto as follows:

TERMS

1. Incorporation of Recitals

The Recitals appearing above are admitted by the parties to be true and correct and are incorporated into this Agreement as if fully set forth herein.

2. Term

This Agreement is effective as of the Effective Date and covers all applicable instructional periods commencing on or about the fifteenth day of **August 2021** and ending before the fifteenth day of **August 2024**.

3. Definitions

- 3.1 "*Student Teaching*" means active participation in the duties and functions of classroom teaching under the supervision and instruction of Institution's employees who hold valid credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the Institutions or classes in which practice teaching is provided. "*Student teaching*" further means, as appropriate, "*School Counseling or School Psychology Field Experience*" which is the active participation in the duties and function of school counseling under the supervision and instruction of Institution's employees who hold valid credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as counselors in Institution classrooms and programs in which school counseling or school psychology field experience is provided.
- 3.2 "*Location*" means any applicable Institution site or campus when Institution is a public school district with multiple locations or campuses on which Student Teaching, School Counseling or School Psychology will occur. If Institution is located on a single campus, such as an independent school, a private school, or a public institution located on a single site, then "Location" shall be read to mean "Institution."

3.3 "Master Teacher" means the Institution teacher, school counselor or school psychologist, holding a valid credential or license issued by or approved by the CCTC, who is or will be providing supervision to Students assigned to the Location. Also referred to as "Field Supervisor" in the context of school counseling or school psychology.

4. Parameters

4.1 Institution and Saint Mary's shall, from time to time, adjust the number of Students per semester that will be placed with Institution.

4.2 Saint Mary's shall pay to Institution a fee of twenty-five dollars (\$25.00) per semester unit of experience provided to Students placed at Institution Location(s). Invoices must be received by Saint Mary's (Attn: KSOE, unless otherwise directed) by June 1st (of the fiscal year in which the placement occurred) to be eligible for payment.

5. Obligation of Institution

5.1 Institution shall provide Students with hands-on experience through Student Teaching, School Counseling or School Psychology in a classroom or other appropriate environment.

5.2 Institution shall ensure that Students are supervised when at the assigned Location. Institution shall ensure that each Student is provided with adequate opportunity to complete all Student Teaching, School Counseling or School Psychology requirements of the Saint Mary's credential program as may be necessary for the Student to earn his/her semester units.

6. Obligation of Saint Mary's

6.1 Saint Mary's may consult with the Principal or Vice Principal at the Location, as well as consulting with the prospective Master Teachers/Field Supervisors regarding the placement of Students at Institution Location(s).

6.2 The assignment of a Student to practice teach or practice school counseling or school psychology at an Institution location shall be deemed to be effective for the purpose of this Agreement as of the date the student presents to the proper authorities of Institution the placement verification form or other document given to the student by Saint Mary's effecting such assignment, but not earlier than the date of such assignment as shown on such form or other document measuring the amount of supervision provided.

7. Fee Computation

Saint Mary's will accept invoices by Institution periodically throughout the term of this Agreement and Saint Mary's shall make payments in accordance with the invoice terms. However, before closing the assignment of each student teacher, **but no later than June 1st of each fiscal year**, Institution shall submit to Saint Mary's any final invoices for payment.

8. Termination

8.1 This Agreement may be terminated for any reason or without reason by either party by providing (30) thirty-calendar day's advance written notice of the Termination to the other party. Upon termination of this Agreement, all fees shall be prorated to reflect only those services rendered and shall be invoiced as contemplated under the terms of this Agreement.

8.2 Institution, for good cause, may refuse to accept for Student Teaching, Student School Counseling or School Psychology, any Student that Saint Mary's proposes to assign to Institution. Institution, for good cause and after consultation with Saint Mary's, may terminate the assignment of any Student assigned to Institution. The termination of any individual Student shall not terminate this Agreement and Saint Mary's may, during the term of this Agreement, seek to assign additional or different Students to Institution.

9. Applicable Laws, Codes and Regulations

- 9.1 Saint Mary’s, upon written request by Institution and upon receipt of appropriate materials from Institution, will instruct students on applicable state and federal law relating to unlawful discrimination, including harassment. Institution shall clearly indicate to Saint Mary’s any laws, codes, or regulations of which Saint Mary’s students must be informed.
- 9.2 Institution warrants that it and its facilities comply with all applicable laws, codes, and regulations that pertain to the operation of an educational facility, including but not limited to laws and regulations concerning unlawful discrimination, harassment, and accessibility.

10. Relationship of Parties

This Agreement shall not be construed to make the parties partners, joint ventures, brokers, employees, principal, or agent, nor shall either party hold itself contrary to these terms and neither party shall be bound by any representation, act, or omission of the other.

11. Indemnity

- 11.1 Saint Mary’s agrees to defend, indemnify and hold harmless Institution against all claims, suits, liabilities and costs, including but not limited to, reasonable attorneys’ fees, for claims or suits arising out of or related to the negligence or intentional wrongful acts of Saint Mary’s.
- 11.2 Institution agrees to defend, indemnify and hold harmless Saint Mary’s from any claims, suits, liabilities and costs, including but not limited to, reasonable attorneys’ fees, for claims or suits arising out of or related to the negligence or intentional wrongful acts or omissions of Institution or its employees.

12. Assignment

This Agreement may not be assigned by either party without the advance written consent of the other. This Agreement shall be binding upon the heirs, successors, and assigns of both parties.

13. Notices

All notices or correspondences regarding this Agreement shall be directed to the following addresses:

If to Saint Mary’s:

Saint Mary’s College of California
 KSOE C/O Dora Scott
 1928 St. Mary’s Rd., PMB 4350
 Moraga, CA 94575-4350
 Telephone: (925) 631-4722

If to Institution: (please complete below)

Attn: TAMMY JALIQUE
TRACY UNIFIED SCHOOL DISTRICT
1875 W. LOWELL AVE.
TRACY, CA 95376
PHONE: 209-830-3260 FAX: 209-830-3264

14. Family Educational Rights and Privacy Act

All parties will maintain in strict confidentiality all student information and will not share, sell, or use such information for any purpose other than in a manner that is fully in compliance with the terms of the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232(g)) ("FERPA") and all other applicable laws regarding the disclosure, maintenance and preservation of confidentiality of student records. All parties further agree to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)).

15. General Data Protection Regulation

The parties acknowledge that personally identifiable information may be protected by other regulations including the General Data Protection Regulations ("GDPR") of the European Union, and that generally this data cannot be shared, sold, or used for any purpose other than in a manner that is fully in compliance with such regulations, and all other applicable laws regarding the disclosure, maintenance and preservation of personally identifiable information.

16. Clery Act

Institution agrees that it shall provide to Saint Mary's statistics on crimes taking place in the vicinity of Institution as required by the Clery Act. Such statistics will be made readily available to Saint Mary's upon request.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, for any lawsuits or disputes between the parties arising from or incident to this Agreement.

18. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be amended only upon the prior written agreement of the parties.

19. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, that shall not affect the validity and enforceability of the remaining portions of this Agreement.

20. Non-Waiver

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

WHEREFORE, each party has caused this Agreement to be executed, in no fewer than two (2) counterparts, on their behalf personally or by a duly authorized representative, all as of the Effective Date of this Agreement.

SAINT MARY'S COLLEGE OF CALIFORNIA

TRACY UNIFIED SCHOOL DISTRICT

Signature: _____

Signature: _____

Susan H. Collins

Name: TAMMY JALIQUE

Vice President for Finance and Administration

Title: ASSOCIATE SUPERINTENDENT FOR HUMAN RESOURCES

Date: _____

Date: _____



BUSINESS SERVICES MEMORANDUM

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

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

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

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

FUNDING: This report generates no cost.

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

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

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CPAs & BUSINESS ADVISORS

March 31, 2021

To the Governing Board and Management of
Tracy Unified School District
Tracy, California

We have audited the financial statements of Tracy Unified School District as of and for the year ended June 30, 2020, and have issued our report thereon dated March 31, 2021. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and *Government Auditing Standards* and our Compliance Audit under the Uniform Guidance

As communicated in our letter dated January 23, 2020, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America and to express an opinion on whether the Tracy Unified School District complied with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Tracy Unified School District major federal programs. Our audit of the financial statements and major program compliance does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of Tracy Unified School District solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

Our responsibility, as prescribed by professional standards as it relates to the audit of Tracy Unified School District major federal program compliance, is to express an opinion on the compliance for each of Tracy Unified School District major federal programs based on our audit of the types of compliance requirements referred to above. An audit of major program compliance includes consideration of internal control over compliance with the types of compliance requirements referred to above as a basis for designing audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, as a part of our major program compliance audit, we considered internal control over compliance for these purposes and not to provide any assurance on the effectiveness of the Tracy Unified School District's internal control over compliance.

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3130 Crow Canyon Pl., Ste. 300 | San Ramon, CA 94583-1386 | T 925-480-4000 | F 925-884-2480 | EOE

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding internal controls during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated March 31, 2021. We have also provided our comments regarding compliance with the types of compliance requirements referred to above and internal controls over compliance during our audit in our Independent Auditor's Report on Compliance with Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance dated March 31, 2021.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by Tracy Unified School District is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during June 30, 2020 fiscal year. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are.

Management's estimate of the Other Post Employment Benefit Plan and Pension Liabilities are based on actuary studies performed of the District. We evaluated the key factors and assumptions used to develop the OPEB and Net Pension liabilities and determined that it is reasonable in relation to the basic financial statements taken as a whole.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole.

The following summarizes uncorrected financial statement misstatements whose effects in the current and prior periods, as determined by management, are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Understatement of County Cash	\$715,743
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The effect of these uncorrected misstatements, including the effect of the reversal of prior year uncorrected misstatements as of and for the year ended June 30, 2020, is an understatement of net income of approximately \$715,743, and understatement of net assets of the same amount.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management which are included in the management representation letter dated March 31, 2021

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with Tracy Unified School District, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as Tracy Unified School District's auditors.

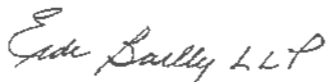
Other Information in Documents Containing Audited Financial Statements

Pursuant to professional standards, our responsibility as auditors for other information in documents containing Tracy Unified School District's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information.

However, in accordance with such standards, we will review the information inputted into the data collection form and will consider whether such information, or the manner of its presentation, is materially consistent with the financial statements.

Our responsibility also includes communicated to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information or manner of its presentation, appearing in the financial statements.

This report is intended solely for the information and use of the governing board, and management of Tracy Unified School District and is not intended to be, and should not be, used by anyone other than these specified parties.



San Ramon, California



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 24, 2021
SUBJECT: **Approve Adoption of Instructional Materials for International Baccalaureate Mathematics**

BACKGROUND: International Baccalaureate Mathematics is a new course in the International Baccalaureate (IB) Programme at Tracy High School. The IB Diploma Programme establishes curriculum frameworks for all IB courses but does not prescribe instructional materials; that decision is reserved for local school districts.

Using a variety of tools to evaluate two programs of instructional materials at the textbook and the unit/chapter level, the instructor selected a textbook and asked the Curriculum Council for a recommendation to the Board. Community members have been made aware of the adoption process through public announcements and a public review of materials at the Instructional Media Center.

The following textbook is being recommended by the Curriculum Council for adoption for the Tracy Unified School District's International Baccalaureate Mathematics course: *Mathematics: Applications and Interpretation, Standard Level, Print and Enhanced Online Course Book Pack* (1st edition) by P. Belcher published by Oxford University Press in 2019.

RATIONALE: The textbook being recommended for adoption demonstrates the highest correlation to the following evaluation criteria:

- Meaningful, inquiry and/or discovery-based activities to promote discovery of concepts
- Worked solutions to all exercises, not just answers
- IB exam-style questions at the end of each unit for continuous exam preparation
- Enhanced Online Course Companion with extensions of exercises and worked examples, including linked videos

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

FUNDING: Funding for the purchase of recommended materials not to exceed \$7,000 will be provided by funds from Goal 1, Action 16 of the Local Control Accountability Plan reserved for the purchase of instructional materials.

RECOMMENDATION: Approve Adoption of Instructional Materials for International Baccalaureate Mathematics.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 5, 2020
SUBJECT: Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2021-2022 School Year

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

RATIONALE: The District chooses to open the following Articles:

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

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

FUNDING: N/A

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

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



TRACY
UNIFIED SCHOOL DISTRICT

TO: Carl Walter, CSEA Labor Representative
Mike Caulfield, CSEA Chapter 98 President
Renee Riddle
Joan Piazza
Pam Johnson

FROM: Tammy Jalique, Associate Superintendent of Human Resources *TJ*

DATE: March 30, 2021

SUBJECT: TUSD to CSEA Chapter 98 Sunshine Proposal, 21-22 Negotiations

*"The future belongs
to the educated"*

This memo serves as notification to CSEA of the District's proposed reopeners for 2021-2022 contract negotiations. In addition to the automatic reopeners of Article VIII, Pay and Allowances, and Article X, Fringe Benefits, the District proposes opening the following Articles:

Article XI, Hours and Overtime to address changes in an employee's assigned work hours in accordance with the MOU of February 11.

Article VI, Organizational Security, to bring contract language into alignment with the Janus decision.

Please let me know if you have any questions. Thank you.

Dr. Brian R. Stephens
Superintendent
(209) 830-3201
(209) 830-3204 Fax

Dr. Rob Pecot
*Associate Superintendent
of Business Services*
(209) 830-3230
(209) 830-3259 Fax

Julianna Stocking
*Associate Superintendent
of Educational Services*
(209) 830-3202
(209) 830-3209 Fax

Tammy Jalique
*Associate Superintendent
of Human Resources*
(209) 830-3260
(209) 830-3264 Fax

1875 W. Lowell Ave.
Tracy, CA 95376

www.tracy.k12.ca.us
[Facebook.com/TracyUnifiedSD](https://www.facebook.com/TracyUnifiedSD)



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: April 1, 2021
SUBJECT: **Approve Resolution 20-18, Authorizing Implementing Certificated Layoff for the 2020-2021 School Year**

BACKGROUND: Pursuant to Education Codes 44949 and 44955, , the Governing Board of the Tracy Unified School District approved to reduce or discontinue particular kinds of services not later than the beginning of the 2021-2022 school year in order to reduce the number of certificated employees of the District. The resolutions related to reducing or discontinuing these particular kinds of service were approved during the board meetings on February 23, 2021, and March 9, 2021.

RATIONALE: Reduction or discontinuance of particular kinds of service is needed to address staffing needs and budget concerns for the 2021-2022 school year. Final Reduction in Force (RIF) notices related to these reductions in particular kinds of service must be issued on or before May 15 per Education Code.

RECOMMENDATION: Approve Resolution 20-18, Authorizing Implementing Certificated Layoff for the 2021-2022 School Year.

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



TRACY
UNIFIED SCHOOL DISTRICT

**TRACY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION RESOLUTION NO. 20-18**

IN THE MATTER OF: Resolution Implementing Certificated Layoff

WHEREAS, prior to March 15, 2021, this Board of Education of the Tracy Unified School District authorized through Resolution No. 20-11 and Resolution 20-16 the reduction or elimination of particular kinds of certificated services no later than the beginning of the 2021-2022 school year; and

WHEREAS, prior to March 15, 2021, the Superintendent's designated representatives served notices to the appropriate certificated employees that it has been recommended that each of their services will not be required for the 2021-2022 school year pursuant to Education Code sections 44949 and 44955; and

WHEREAS, the notices served upon those certificated employees advised them that they could request a hearing before the Board of Education to determine if there was cause for not reemploying them for the 2021-2022 school year and that if they failed to timely request a hearing, that failure shall constitute a waiver of the right to a hearing and his/her services will accordingly be terminated pursuant to the recommendation; and

WHEREAS, all of those noticed certificated employees did not request a hearing, which constituted a waiver of the right to hearing; and

WHEREAS, the particular kinds of services will be discontinued and reduced within the meaning of Education Code section 44955 no later than the beginning of the 2021-2022 school year; and

WHEREAS, the services of no permanent or other certificated employee are being terminated, in whole or in part, while any probationary or other certificated employee with less seniority is retained to render a service which said permanent or other employee is certificated and competent to render within the meaning of Education Code section 44955(b); and

WHEREAS, the individuals whose employment is being terminated, in whole or in part, are not certificated and competent (within the meaning of Education Code section 44955) to render the service being performed by any employee with less seniority who is being retained; and

WHEREAS, sufficient cause exists for the termination of certificated positions and, pursuant to and within the meaning of Education Code section 44949, said cause relates to the welfare of the schools and the pupils thereof.

NOW, THEREFORE, BE IT RESOLVED that sufficient cause exists for the termination of the services of the certificated employees identified by employee identification number in Attachment A and attached hereto, to the extent indicated therein; and

BE IT FURTHER RESOLVED that reappointment rights be afforded in accordance with the Education Code, if and when reappointment is offered and to the extent any reappointment rights are applicable to any of the employees; and

BE IT FURTHER RESOLVED that the employment of each of the certificated employees identified in Attachment A is hereby terminated effective the close of business on June 30, 2021; and

BE IT FURTHER RESOLVED that this decision is effective immediately and that the Superintendent or his designee(s) take such actions as are necessary and appropriate to implement the Board of Education's decision, including at least giving appropriate notice to those certificated employees of the termination of their services because of discontinuances and reductions of particular kinds of services to take effect upon the close of this school year, with these notices being given before May 15, 2021, in the manner prescribed in Education Code section 44949.

AYES:
NOES:
ABSTAIN:
ABSENT:

President, Board of Education of the
Tracy Unified School District

Attested to:

Clerk, Board of Education of the
Tracy Unified School District

ATTACHMENT A

Employee Number	FTE
131347	0.2 FTE