

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**  
**NOVEMBER 9, 2021**

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

**TUSD board meetings are held in person. Masks are required.**

**To View the live stream of this meeting, please follow this link: [Board Meeting Live](#)**

**TIME: 6:15 PM Closed Session**  
**7:00 PM Open Session**

**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 **Finding of Facts:** 21/22#29, 21/22#30, 21/22#31, 21/22#32, 21/22#33, 21/22#35, 21/22#36, 21/22#37, 21/22#38
    - 3.2.2 **Early Graduation:** TISCS#10344921  
**Action:** Motion \_\_; Second \_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_
  - 3.3 **Human Resources:**
    - 3.3.1 **Consider Public Employee/Employment/Discipline/Dismissal/Release**  
**Action:** Motion \_\_; Second \_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_
    - 3.3.2 **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** Action Taken on Finding of Facts: 21/22#29, 21/22#30, 21/22#31, 21/22#32,  
**3.2.1** 21/22#33, 21/22#35, 21/22#36, 21/22#37, 21/22#38  
**Action:** Motion \_\_. Second \_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_
- 6b** Report Out of Action Taken on Early Graduation: TISCS#10344921  
**3.2.2**  
**Action:** **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_
- 7. Approve Regular Minutes of October 26, 2021** **1-7**  
**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 Williams Middle School Presentation**
- 10. Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.
- 10.1 Administrative & Business Services:** None.
- 10.2 Educational Services:**
- 10.2.1** Receive Report on COVID 19 Updates
- 10.2.2** Receive Information on the Educator Effectiveness Funds Block Grant **8-14**  
for the 2021-2022 through 2025-2026 Fiscal Years
- 10.2.3** Receive Information on the Educator Effectiveness Funds Block Grant **15-20**  
for the 2021-2022 through 2025-2026 Fiscal Years for the Tracy Independent Study Charter School (TISCS)
- 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** Accept the Generous Donations from the Various Individuals, **21-22**  
Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
- 13.1.2** Approve the Purchase of a Hunter Wheel Alignment Machine from **23**  
CAL State Automotive Equipment

- 13.2 Educational Services:**
  - 13.2.1** Approve TUSD Title I Schools’ Parent and Family Engagement Policies for the 2021-2022 School Year (Separate Cover Item) **24-25**
  - 13.2.2** Approve Overnight Travel for the Advanced Drama Students to Attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on April 7-10, 2022 **26-27**
  - 13.2.3** Approve Agreement for Special Contract Services with Cognitive Foundations for an Individual Educational Evaluation (IEE) **28-31**
  - 13.2.4** Approve Overnight Travel for the Tracy High School Varsity Girls’ Basketball Team to Participate in the Wine Valley Tournament in Napa, CA on December 16-18, 2021 **32**
  - 13.2.5** Approve Overnight Travel for 2 Advisors and 12 Students of West High FFA to Attend the Made for Excellence and Advanced Leadership Academy on January 7-8, 2022 in Sacramento, CA **33**
  - 13.2.6** Approve Agreement for Contract Services between Edgenuity Inc, and North School to Provide License Edgenuity Inc. MyPath Reading and Math site license for the 2021-2022 School Year **34-37**
  - 13.2.7** Approval of list of Stakeholder names for Stakeholder Engagement/ Perkins V Grant: Strengthening Career and Technical Education for the 21st Century Act **38-40**
  
- 13.3 Human Resources:**
  - 13.3.1** Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment **41-43**
  - 13.3.2** Approve Classified, Certificated, and/or Management Employment **44-46**
  - 13.3.3** Approve a Variable Term Waiver for Multiple Subject Teacher **47-48**
  
- 14. Action Items:** Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.
  - 14.1 Administrative & Business Services:** None.
  - 14.2 Educational Services:** None.
  - 14.3 Human Resources:**
    - 14.3.1** Approve Tentative Agreement with CSEA for Reclassification of Night Security **49-52**
    - Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_.
    - 14.3.2** Approve Tentative Agreements with the California School Employees Association **53-68**
    - Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_.
  
- 15. Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
  
- 16. Superintendent’s Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.

**17. Board Meeting Calendar:**

- 17.1 December 14, 2021
- 17.2 January 11, 2022
- 17.3 January 25, 2022
- 17.4 February 8, 2022
- 17.5 February 22, 2022

**18. Upcoming Events:**

- |      |                      |                               |
|------|----------------------|-------------------------------|
| 18.1 | November 11-12, 2021 | No School, Veterans' Day      |
| 18.2 | November 22-26, 2021 | No School, Thanksgiving Break |
| 18.3 | December 20-31, 2021 | No School, Winter Break       |
| 18.4 | January 17, 2022     | No School, MLK Day            |
| 18.5 | January 28, 2022     | No School, P/T Conferences    |

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, October 26, 2021**

**6:00 PM:** 1-3. President Kaur called the meeting to order and adjourned to closed session.

**Roll Call:** 4. Board: S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert (was not in closed session and arrived late to open session.), S. Kaur  
Absent: Souza  
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry

**7:00 PM** 5. President Kaur called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

**Closed Session:** 6a Action Taken on Finding of Facts: 21/22#13, 21/22#15, 21/22#16,  
3.2.1 21/22#17, 21/22#18, 21/22#20, 21/22#21, 21/22#22, 21/22#23,  
21/22#24, 21/22#25, 21/22#26, 21/22#27  
**Action:** Abercrombie, Erskine. **Vote:** Yes-5; No-0; Absent-2(Hoffert, Souza)  
6b Report Out of Action Taken on Reinstatements: AR#20-21/#05,  
3.2.2 AR#20-21/#06, AR#20-21/#07, AR#20-21/#08, AR#20-21/#09  
**Action:** Approved. **Vote:** Yes-5; No-0; Absent-2(Hoffert, Souza)  
6c Report Out of Action Taken on Early Graduation: TISCS#10349824,  
3.2.3 TISCS#10319745  
**Action:** Blanco, Abercrombie. **Vote:** Yes-5; No-0; Absent-2(Hoffert, Souza)

**Minutes:** 7. **Approve Regular Minutes of October 12, 2021**  
**Action:** Abercrombie, Erskine **Vote:** Yes-5; No-0; Absent-2(Hoffert, Souza).

**Audience:** D. Schneider, D. Reese, S. Theall, A. Jacobs, E. Quintana, C. Munger, M. Stagnaro, B. MacDonald, T. Salinas, M. Petty, S. Brown

**Student Rep Reports:** 8. **Tracy High:** Iliana Cashen reported that Homecoming was a success and students enjoyed the week with the night rally, powder puff, parade, game, and dance. Unfortunately, they lost against Lincoln High, but still had a blast. She is happy to say that the seniors took the trophy for best skit overall. On October 12<sup>th</sup> the Dog Pound, with a Hawaiian theme, cheered on the varsity volleyball team and took the win. On October 28<sup>th</sup> they will have their annual blood drive. Students run the drive and can also donate blood. St. Jude's Week started yesterday, and they raise and donate money to St. Jude's Children Hospital. Spirit week was dedicated to St. Jude's with various dress up days. This Friday is the annual game against West High which will be held at Tracy High. It is also senior night for football players and cheerleaders. It will be a night to remember.

**West High:** Lilly Banchemo and Taryn Shaw reported as Kaitlyn Durant was unable to attend. Lori Souza approached leadership with a request to get SDC kids more involved in leadership. Starting a new tradition, they invited Tyler to a

football game, and he had the time of his life. They hope to give many more kids the same experience. The Space and Engineering Program held their annual engineering week during October 11-15<sup>th</sup>. Students celebrated with a spirit week filled with dress up days, including dress up as your favorite teacher. They had a duct tape design challenge and robot driving competition and Lego building contest. The FFA fall festival was held last Saturday. Family and friends came out and enjoyed decorating pumpkins and petting animals. Entry fees were \$5.00. Everyone had a great time.

Trustee Hoffert arrived to the meeting at 7:08 p.m.

Last week they celebrated Halloween a week early with dress up days, including Freaky Friday. Also honored seniors for senior night for football and cheer. Students held their first ever Halloween Bash. It included favorite video games and music by DJ Mizuno. It was fun to see all of the costumes. Mr. Sandoval, former World History teacher was recently promoted to assistant principals. He has been a favorite at West High for years and students are excited to see his new chapter in life.

**Kimball High:** Omed Akbari reported that this month they are having a CSU info night and workshop which starts at 6:00 p.m. tonight. Various topics will be discussed from college applications to financial aid. Parents and Seniors are welcome. For AP students, October 31<sup>st</sup> will be the last day to take their AP exams. On October 13<sup>th</sup> juniors took the PSAT to prepare them for the test next year. Parent teacher conferences were held this past Monday. Many activities are happening. Many clubs are starting up again including new clubs like "Stand up for Cancer". The Senior class tailgate was held on October 15<sup>th</sup> and students will prepare for trunk or treat on Friday. Anyone can attend. On November 6<sup>th</sup> they will have the Black-Tie Affair event for all classes. It is one of their main events and many students are looking forward to this. The first production of the year is based on Elf and will be presented during November and December. In athletics, it has been a busy month and we are going into playoffs for football. Senior players were recognized at their last home game. More senior nights are coming up.

**Alternative Ed Campus:** Andrea Navarro reported that Duncan Russell started up their ping pong tournament. Stein has set up an information center in the gym which has community news, college information, army information, drug use and pregnancy information. Students finished their first round of testing. They are having a door decorating competition and a raffle during Red Ribbon Week. TYAP students are participating in mock interviews.

## **Recognition & Presentations:**

### **9.1 Freiler School Presentation**

Principal, Stephen Theall presented a power point and introduced Assistant Principal, April Jacobs. The past year's presentations were with a video of students and teachers. Today, he is excited to be live and in person to talk about Freiler. Even single student can learn a lot. The Freiler family consists of the children, the school and community. Their goals are to learn, persevere and excel. They want children to have more than a grade levels worth of growth. They want them to learn to build relationships and manage emotions, set goals and dream big. Staff also learns instructional practices that lead to the highest levels of learning. They

work hard to build strong relationships with the students. The community includes partnership with the Parent Institute for Quality Education and frequent communication about student progress. The students have shown how resilient they are. Distance learning was difficult but so was coming back to school in person. Our staff loves our students and our community has shown a lot of support. We want excellence for every student. He then invited the board to see them in action, including students, staff and community. Those events include 1) next Wednesday's Character Counts Assembly; 2) Friday is Honor Roll Assembly and 3) Nearly every Monday they come together to learn, celebrate, and collaborate; and 4) Every morning from 7:45 – 8:15 seeing smiles and interact with families.

**Information &  
Discussion Items:**

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

**10.1.1** Receive Report on City of Tracy Parks & Rec Center

Brian MacDonald, Director of Parks and Recreation for the City of Tracy introduced other city staff and gave a quick summary on the planning of a multi-generational recreational center. This was first thought of in 2013 and part of the parks master plan. The community wants the center centrally located to serve all ages, youth to seniors. There was a needs assessment done in 2018. The ideal location is for something centrally located, public transportation, near schools and near open space and parks. Also, something that people can walk to or ride their bike to. They are currently looking at Cecilian Park next to Villalovoz School and Williams Middle School. They feel it is an ideal location and have been directed by city council to explore the feasibility. This will be a 30,000 square foot building with a gym, multi-purpose room, tech space, a teaching kitchen and other amenities. The main targeted audience is youth 12-16. They are looking to partner with TUSD and the community and offering programs after school, weekends and summers. This will also be a place for active seniors. Some of it will include some outdoor space for a possible skate park/or BMX park. Has been working diligently with business services staff and ironing out details.

**10.2 Educational Services:**

**10.2.1** Receive Report on *AdvanceSTEM* Award #S374A210019 from the United States Department of Education's Teacher and School Leader (TSL) Incentive Program

Dr. Debra Schneider, Director of IMC and Dean Reese, Director of STEM and Local Assessment are here to report on a new award received by TUSD to support STEM and science. Dr. Schneider commented that Mr. Reese will now be the lead in the implementation of this grant. He will be the face and voice of TUSD STEM leadership.

Mr. Reese recognized Dr. Schneider for all her work on this. Since 2014 she has been a STEM champion and has worked with teachers, CTAC and state leaders and we are fortunate that she did that work. Even though she didn't come from a STEM background, she was still very effective and had the Pre-K- STEM award that she coordinated

and implemented. He thanked her on behalf of the district and presented her with flowers.

Mr. Reese presented a power point on Advance STEM. We received an incentive program grant from the US Department of Education. It was 1 of 22 grants awarded and was competitive. This grant is not creating a lot of new things to do but recognizing and rewarding STEM instruction and leadership in the district. Its purpose is to sustain and increase academic growth of all students particularly those underrepresented in STEM learning. He reviewed the instructional strategies, ICLE support, Prek-12 STEM and now AdvanceSTEM and we can develop talent, reward stem priorities and consider ways to support the diversification of our workforce. It is important because we see technology everywhere. We need students STEM ready and have teachers and principals that are STEM ready. Our students can get jobs in bio tech, Silicon Valley, or the national lab that is 25 miles away. There is a disproportion in terms of our teacher/administrator population and our student population in their ethnic, racial and cultural background and we hope to address that with this grant. We have under representation in our A through G courses and our IB and AP courses.

Trustee Hoffert left the meeting at 7:48 p.m.

Trustee Hoffert returned to the meeting at 7:50 p.m.

National evidence shows that women fill 50% of STEM jobs but only 15% in engineering and 25% in computer science. Both black and Hispanic professionals have STEM jobs but are at levels that are disproportionate. He reviewed how this will be implemented by working with teachers, principals and instructional leadership teams. When principals are instructional leaders it has an impact on student achievement. We will build a diverse workforce. We will align financial incentives and recognize and reward teachers.

#### **10.2.2** Receive Report on TUSD FastBridge Universal Diagnostics

Mr. Dean Reese, Director of STEM and Local Assessment commented that several years ago Dr. Sheila Harrison, former Associate Superintendent of Educational Services, developed the TUSD data vision. He presented a power point on the background and overview of FastBridge. He showed a graphic of a multi-tiered system of supports - MTSS. Students have all different kinds of skill levels. This is a diagnostic screening tool that comes from CDE and has highly support by SJCOE and many county offices across the state. He reviewed FastBridge and how it works. We need to understand their skills and what areas need to be targeted. FastBridge assessments were developed by researchers from several universities. The seed money came from the U.S. Department of Education. The motivation was to fill the gap among MTSS and Response to Intervention (RTI) frameworks for assessments which are grounded in learning theory and scientifically validated. FastBridge has become distinguished among MTSS systems as a comprehensive, easy-to-use and very well support system. It assesses in



the Fall, Winter and Spring. We have over 9000 students and data for every school site and grade level and can customize reports. This is something we were not able to do before. This tells us who is at risk and what interventions we can use to help support them. He then reviewed data reports from 3 schools which showed which students could be at risk of not being at grade level by the end of school year. It allows the district to understand which sites need special attention and make informed decisions to serve students better. We can also look into grade levels and into classrooms and review that data. If it says that a student is at high risk, then it provides a plan. There is a mySAEBRS assessment too that looks at the social, academic, emotional and behavior risk for student. He showed various reports that are available that can help teachers and counselors as well as a family report that can be sent home.

He researched the validity of these assessments. There are several types of validity and reliability measures. In all cases a sufficient level of validity was given. Over 2000 districts in the United States representing all geographic regions are using FastBridge as a universal diagnostic screener. He then reviewed the timeline of implementation. For years 1, 2, and 3. We will continue to seek teacher feedback throughout implementation. We want to hear from teachers. We will provide training to school sites. We had online training modules which frustrated some teachers. It is difficult to train all of our teachers with very little designated time. We worked with Professional Learning to utilize site ERM time for training. We are trying to figure out the best way to train teachers and we are open to suggestions. Once you have data, teachers need time to sort through data to serve their students as best they can.

Trustee Hoffert left the meeting at 8:45 p.m.

Trustee Hoffert returned to the meeting at 8:45 p.m.

**10.2.3 Receive Report on COVID 19 Updates**

Dr. Zack Boswell, Director presented a power point on the current COVID numbers. There is currently an average of 15 cases per 100,000 for the county and state is at 11.5 cases per 100,000. Cases are leveling off and we have seen that on our campuses as well. Heal 360 are going out to sites once a week. We are not open to the public at school sites. Next week will be the first round for students and staff members on site. The goal is to see if Heal 360 can do this efficiently and then we will transition to them

Trustee Blanco left the meeting at 8:48 p.m.

Trustee Blanco returned to the meeting at 8:50 p.m.

**Hearing of Delegations**

11. None.

**Public Hearing:**

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

**Consent Items:**

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

**Action:** Abercrombie, Erskine. On all items except 13.2.3 and 13.3.2.

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

**Action:** On Item 13.2.3. Abercrombie, Alexander.

**Vote:** Yes-4; No-1(Hoffert); Absent-1(Souza)

**Action:** On Item 13.3.2. Abercrombie, Erskine.

**Vote:** Yes-4; No-1(Hoffert); Absent-1(Souza)

**13.1 Administrative & Business Services:**

**13.1.1** Approve Accounts Payable Warrants (August and September, 2021) (Separate Cover Item)

**13.1.2** Approve Payroll Reports (August and September, 2021)

**13.1.3** Approve Revolving Cash Fund Reports (August and September 2021)

**13.1.4** 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

**13.1.5** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2021/22 School Year

**13.2 Educational Services:**

**13.2.1** Approve Agreement for Contract Services Between Transitional Age Youth (TAY) Mentoring Program - Child Abuse Prevention Council and Duncan-Russell/Stein Continuation High, Kimball High, Tracy High, and West High for the 2021-2022 School Year

**13.2.2** Ratify Approval for Reimbursement of Travel and Lodging to Conduct Out of State Assessment Per Child Find Law

**13.2.3** Approve Out of State Travel for Ryan Wasurick to Attend the NSTA Portland Regional Conference in Portland, OR on October 27-October 30, 2021

**13.2.4** Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending October 15, 2021

**13.2.5** Approve Agreement for Special Contract Services between TUSD and Main Street Music to Provide College Conductors and Professional Accompanist for the TUSD Honors Concert

**13.2.6** Approve Purchase of a Subscription to Pivot Interactives for the Science Department at West High School for the 2021-2022 School Year

**13.3 Human Resources:**

**13.3.1** Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees

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

**Action Items:**

**14.1 Administrative & Business Services:**

**14.1.1** Approve the ESSER III Expenditure Plan for the Tracy Unified School District (Separate Cover Item)

**Action:** Abercrombie, Erskine. **Vote:** Yes-6; No-0.

**14.1.2** Adopt Revised Board Bylaw 9270  
**Action:** Abercrombie, Kaur. **Vote:** Yes-2; No-4(Hoffert, Erskine, Blanco, Alexander; Absent-1(Souza)  
Motion Failed.  
The Board wants more clarifications.

**14.1.3** Approve Agreement with Performance on Purpose, LLC  
**Action:** Abercrombie, Erskine. **Vote:** Yes-6; No-0; Absent-1(Souza)

**14.2** **Educational Services:** None.

**14.3** **Human Resources:**

**14.3.1** Adopt Resolution No. 21-05 Authorizing Teachers to Teach Outside Their Credential Authorizations

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

**Board Reports:**

Trustee Hoffert thanked all who presented. He thinks once we get things worked out with FastBridge it will have the potential for success. Trustee Erskine thanked everyone for the presentations. She appreciates the input and collaboration is the key. Trustee Alexander thanked everyone for coming out and wished everyone a Happy Halloween. Trustee Blanco thanked all for coming out. She thanked Mr. Reese for sitting in the hot seat with all of their questions. She hopes teacher concerns get mitigated. She is excited about Halloween and hopes to go to the West High trunk or treat. She loves the Giants and congratulated the Dodgers for making it to the World Series. Trustee Abercrombie commented that Brighter Christmas will be accepting applications next Thursday, Friday and Saturday at the Tracy Community Center between 9:00 and 2:00. You can email him if you know of a family in need. Trustee Kaur thanked everyone for coming out.

**Superintendent Report:**

Dr. Stephens welcomed Mr. Reese back to the district and thanked Mr. Theall for his presentation.

**Adjourn: 9:22 p.m.**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** October 26, 2021  
**SUBJECT:** Receive Information on the Educator Effectiveness Funds Block Grant for the 2021-2022 through 2025-2026 Fiscal Years

**BACKGROUND:** The Educator Effectiveness Funds (EEF) Block Grant has been established to provide funds to county offices of education, school districts, and charter schools for professional learning opportunities intended to assist in promoting educator equity, quality and effectiveness. The Grant requires these entities to develop and adopt a plan detailing how the Educator Effectiveness Funds will be spent, including the professional development of teachers, administrators, paraprofessionals, and classified staff. Use of these Funds also requires detailed reporting on the use of these Funds on an annual basis. The local Plan for the Educator Effectiveness Funds must be presented to the local Governing Board before its adoption at a subsequent meeting; the Board Agenda Request for approval will be submitted at the next TUSD Board Meeting scheduled on December 14, 2021. Approval of the Plan must take place before December 30, 2021. The Plan is included with this Agenda Item for review.

**RATIONALE:** Use of these funds will allow all TUSD staff - administrators, teachers and classified personnel - to participate in a multitude of trainings that will assist in combatting the extensive learning loss and associated social-emotional issues that are the result of the COVID-19 Pandemic, as well as assist in promoting equity and inclusiveness across the District. Allowable uses of these Funds to support professional learning for certificated teachers, administrators, paraprofessional educators, and certificated staff, may be all of the following: Coaching and mentoring of staff; programs that lead to effective, standards-aligned instruction to help improve instruction in literacy; practices and strategies that re-engage pupils and lead to accelerated learning; strategies to implement social-emotional learning; practices to create a positive school climate; strategies to improve inclusive practices such as universal design for learning, best practices for early identification, development of individualized education programs for students with exceptional needs; support for implementing effective language acquisition programs; establishment of new professional learning networks for educators; instruction, education and strategies to incorporate ethnic studies curricula; and instruction, education and strategies for certificated and classified staff in early childhood education. Participation in the Educator Effectiveness Funds will meet District Strategic Goals: # 1 - Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; # 2

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

**FUNDING:** There is no cost to the District for participation in this Grant. These one-time funds projected to be received by Tracy Unified will be approximately \$3,034,294, and are to be expended over the fiscal years 2021-2022 through 2025-2026.

**RECOMMENDATION:** Receive Information on the Educator Effectiveness Funds Block Grant for the 2021-2022 through 2025-2026 Fiscal Years.

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

# Educator Effectiveness Block Grant 2021

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Tracy Joint USD	Tania Salinas Director of Continuous Improvement, State and Federal Programs	tsalinas@tusd.net 209 830-3200

Total amount of funds received by the LEA:	Date of Public Meeting prior to adoption:	Date of adoption at public meeting:
\$3,034,294	November 9, 2021	December 14, 2021

**EC 41480**

(a)(2) A school district, county office of education, charter school, or state special school may expend the funds received pursuant to this subdivision from the 2021–22 fiscal year to the 2025–26 fiscal year, inclusive. School districts, county offices of education, charter schools, and state special schools **shall coordinate the use of any federal funds received under Title II of the federal Every Student Succeeds Act of 2015 (Public Law 114–95) to support teachers and administrators with the expenditure of funds received pursuant to this subdivision.**

(b) A school district, county office of education, charter school, or state special school shall expend funds apportioned pursuant to this section to provide professional learning for **teachers, administrators, paraprofessionals who work with pupils, and classified staff that interact with pupils**, with a focus on any of the following areas:

- (1) **Coaching and mentoring of staff serving in an instructional setting and beginning teacher or administrator induction, including, but not limited to, coaching and mentoring solutions that address a local need for teachers that can serve all pupil populations with a focus on retaining teachers, and offering structured feedback and coaching systems organized around social-emotional learning, including, but not limited to, promoting teacher self-awareness, self-management, social awareness, relationships, and responsible decision-making skills, improving teacher attitudes and beliefs about one’s self and others, and supporting learning communities for educators to engage in a meaningful classroom teaching experience.**

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Provide Tracy Teacher Induction Program (CTC approved) within the District for all preliminary credential holders to clear their teaching credentials.	0	170,000.00	170,000.00	170,000.00	170,000.00	680,000.00
Provide Tracy Teacher Induction Program (TTIP) for all newly hired teachers in TUSD.	0	130,000.00	130,000.00	130,000.00	130,000.00	520,000.00

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	300,000.00	300,000.00	300,000.00	300,000.00	1,200,000.00

**(2) Programs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science.**

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Continue to work with the International Center for Leadership in Education (ICLE) to provide leadership development, Rigor, Relevance and Engagement instructional strategy training and on site coaching and lesson study opportunities.		458,573.00	458,573.00	458,573.00	458,575.00	1,834,294.00
Subtotal	0.00	458,573.00	458,573.00	458,573.00	458,575.00	1,834,294.00

→

**(3) Practices and strategies that reengage pupils and lead to accelerated learning.**

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

**(4) Strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services, and other approaches that improve pupil well-being.**

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

**(5) Practices to create a positive school climate, including, but not limited to, restorative justice, training around implicit bias, providing positive behavioral supports, multitiered systems of support, transforming a schoolsite's culture to one that values**

diverse cultural and ethnic backgrounds, and preventing discrimination, harassment, bullying, and intimidation based on actual or perceived characteristics, including disability, gender, gender identity, gender expression, language, nationality, race or ethnicity, religion, or sexual orientation.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(6) Strategies to improve inclusive practices, including, but not limited to, universal design for learning, best practices for early identification, and development of individualized education programs for individuals with exceptional needs.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

12 (7) Instruction and education to support implementing effective language acquisition programs for English learners, which may include integrated language development within and across content areas, and building and strengthening capacity to increase bilingual and biliterate proficiency.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(8) New professional learning networks for educators not already engaged in an education-related professional learning network to support the requirements of subdivision (c).

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(9) Instruction, education, and strategies to incorporate ethnic studies curricula adopted pursuant to Section 51226.7 into pupil instruction for grades 7 to 12, inclusive.



Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

**(10) Instruction, education, and strategies for certificated and classified educators in early childhood education, or childhood development.**

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

**Summary of Expenditures**

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal Section (1)	0.00	300,000.00	300,000.00	300,000.00	300,000.00	1,200,000.00
Subtotal Section (2)	0.00	458,573.00	458,573.00	458,573.00	458,575.00	1,834,294.00
Subtotal Section (3)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (4)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (5)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (6)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (7)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (8)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (9)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (10)	0.00	0.00	0.00	0.00	0.00	0.00
<b>Totals by year</b>	<b>0.00</b>	<b>758,573.00</b>	<b>758,573.00</b>	<b>758,573.00</b>	<b>758,575.00</b>	<b>3,034,294.00</b>

<b>Total planned expenditures by the LEA:</b>
3,034,294.00

**Note:**

Per EC 41480 (d)(2): On or before September 30, 2026, the LEA must report detailed expenditure information to the California Department of Education, including, but not limited to:

- specific purchases made;
- the number of the following educators who received professional development:
  - Teachers;
  - Administrators;
  - Paraprofessional educators;
  - Classified staff.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** October 26, 2021  
**SUBJECT:** **Receive Information on the Educator Effectiveness Funds Block Grant for the 2021-2022 through 2025-2026 Fiscal Years for the Tracy Independent Study Charter School (TISCS)**

**BACKGROUND:** The Educator Effectiveness Funds (EEF) Block Grant has been established to provide funds to county offices of education, school districts, and *charter schools* for professional learning opportunities intended to assist in promoting educator equity, quality and effectiveness. The Grant requires these entities to develop and adopt a plan detailing how the Educator Effectiveness Funds will be spent, including the professional development of teachers, administrators, paraprofessionals, and classified staff. Use of these Funds also requires detailed reporting on the use of these Funds on an annual basis. The local Plan for the Educator Effectiveness Funds must be presented to the local Governing Board before its adoption at a subsequent meeting; the Board Agenda Request for approval will be submitted at the next TUSD Board Meeting scheduled on December 14, 2021. Approval of the Plan must take place before December 30, 2021. The Plan is included with this Agenda Item for review.

**RATIONALE:** Use of these funds will allow all TISCS staff - administrators, teachers and classified personnel - to participate in a multitude of trainings that will assist in combatting the extensive learning loss and associated social-emotional issues that are the result of the COVID-19 Pandemic, as well as assist in promoting equity and inclusiveness across the District. Allowable uses of these Funds to support professional learning for certificated teachers, administrators, paraprofessional educators, and certificated staff, may be all of the following: Coaching and mentoring of staff; programs that lead to effective, standards-aligned instruction to help improve instruction in literacy; practices and strategies that re-engage pupils and lead to accelerated learning; strategies to implement social-emotional learning; practices to create a positive school climate; strategies to improve inclusive practices such as universal design for learning, best practices for early identification, development of individualized education programs for students with exceptional needs; support for implementing effective language acquisition programs; establishment of new professional learning networks for educators; instruction, education and strategies to incorporate ethnic studies curricula; and instruction, education and strategies for certificated and classified staff in early childhood education. Participation in the Educator Effectiveness Funds will meet District Strategic Goals: # 1 - Prepare all students to be well-

rounded individuals with the knowledge and skills to pursue their college and/or career goals; # 2 - Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and # 3 - apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** There is no cost to TISCS or the District for participation in this Grant. These one-time funds projected to be received by TISCS will be approximately \$4832.00, and are to be expended over the fiscal years 2021-2022 through 2025-2026.

**RECOMMENDATION:** Receive Information on the Educator Effectiveness Funds Block Grant for the 2021-2022 through 2025-2026 Fiscal Years for the Tracy Independent Study Charter School (TISCS).

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

# Educator Effectiveness Block Grant 2021

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Tracy Independent Study Charter School (TISCS)	Zachary Boswell Principal	zboswell@tusd.net 209-830-3200

Total amount of funds received by the LEA	Date of Public Meeting prior to adoption	Date of adoption at public meeting
4832	Novemmer 9, 2021	December 14, 2021

EC 41480

(a)(2) A school district, county office of education, charter school, or state special school may expend the funds received pursuant to this subdivision from the 2021–22 fiscal year to the 2025–26 fiscal year, inclusive. School districts, county offices of education, charter schools, and state special schools shall coordinate the use of any federal funds received under Title II of the federal Every Student Succeeds Act of 2015 (Public Law 114–95) to support teachers and administrators with the expenditure of funds received pursuant to this subdivision.

(b) A school district, county office of education, charter school, or state special school shall expend funds apportioned pursuant to this section to provide professional learning for teachers, administrators, paraprofessionals who work with pupils, and classified staff that interact with pupils, with a focus on any of the following areas:

- (1) Coaching and mentoring of staff serving in an instructional setting and beginning teacher or administrator induction, including, but not limited to, coaching and mentoring solutions that address a local need for teachers that can serve all pupil populations with a focus on retaining teachers, and offering structured feedback and coaching systems organized around social-emotional learning, including, but not limited to, promoting teacher self-awareness, self-management, social awareness, relationships, and responsible decision-making skills, improving teacher attitudes and beliefs about one’s self and others, and supporting learning communities for educators to engage in a meaningful classroom teaching experience.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

- (2) Programs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Edgenuity (independent study platform) Training for Teaching Staff	1208	1208	1208	1208		4,832.00
<b>Subtotal</b>	<b>1,208.00</b>	<b>1,208.00</b>	<b>1,208.00</b>	<b>1,208.00</b>	<b>0.00</b>	<b>4,832.00</b>

**(3) Practices and strategies that reengage pupils and lead to accelerated learning.**

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
<b>Subtotal</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**(4) Strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services, and other approaches that improve pupil well-being.**

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
<b>Subtotal</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**(5) Practices to create a positive school climate, including, but not limited to, restorative justice, training around implicit bias, providing positive behavioral supports, multitiered systems of support, transforming a schoolsite's culture to one that values diverse cultural and ethnic backgrounds, and preventing discrimination, harassment, bullying, and intimidation based on actual or perceived characteristics, including disability, gender, gender identity, gender expression, language, nationality, race or ethnicity, religion, or sexual orientation.**

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
<b>Subtotal</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**(6) Strategies to improve inclusive practices, including, but not limited to, universal design for learning, best practices for early identification, and development of individualized education programs for individuals with exceptional needs.**

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(7) Instruction and education to support implementing effective language acquisition programs for English learners, which may include integrated language development within and across content areas, and building and strengthening capacity to increase bilingual and biliterate proficiency.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(8) New professional learning networks for educators not already engaged in an education-related professional learning network to support the requirements of subdivision (c).

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(9) Instruction, education, and strategies to incorporate ethnic studies curricula adopted pursuant to Section 51226.7 into pupil instruction for grades 7 to 12, inclusive.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(10) Instruction, education, and strategies for certificated and classified educators in early childhood education, or childhood development.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

### Summary of Expenditures

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal Section (1)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (2)	1,208.00	1,208.00	1,208.00	1,208.00	0.00	4,832.00
Subtotal Section (3)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (4)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (5)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (6)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (7)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (8)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (9)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (10)	0.00	0.00	0.00	0.00	0.00	0.00
<b>Totals by year</b>	<b>1,208.00</b>	<b>1,208.00</b>	<b>1,208.00</b>	<b>1,208.00</b>	<b>0.00</b>	<b>4,832.00</b>

<b>Total planned expenditures by the LEA:</b>
4,832.00

**Note:**

Per EC 41480 (d)(2): On or before September 30, 2026, the LEA must report detailed expenditure information to the California Department of Education, including, but not limited to:

- specific purchases made;
- the number of the following educators who received professional development:
  - o Teachers;
  - o Administrators;
  - o Paraprofessional educators;
  - o Classified staff.





## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** October 22, 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:

West High School:

1. Tracy Unified School District/West High School: From Heather Robinson Tanaka for the amount of \$500.00 (ck. #1079). This donation will benefit West High School's Robotics program.

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

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

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

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



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** October 29, 2021  
**SUBJECT:** **Approve the Purchase of a Hunter Wheel Alignment Machine from CAL State Automotive Equipment**

**BACKGROUND:** Tracy Unified School District's mechanic shop would like to purchase the Hunter wheel alignment system and wheel alignment machine, which are built to increase shop productivity and efficiency.

**RATIONALE:** Purchasing an in-house wheel alignment machine will save the District the cost of having wheel alignments completed by outside companies and will reduce the number of tires the District purchases throughout the year. CAL State Automotive Equipment will provide the installation and on-site training by a Hunter technical representative to our District transportation mechanics.

**FUNDING:** The total one-time cost of the wheel alignment machine will not exceed \$125,000.00 to be paid from the unrestricted General Fund.

**RECOMMENDATION:** Approve the Purchase of a Hunter Wheel Alignment Machine from CAL State Automotive Equipment.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** October 19, 2021  
**SUBJECT:** Approve TUSD Title I Schools' Parent and Family Engagement Policies for the 2021-2022 School Year

**BACKGROUND:** The Governing Board of each school district and county office of education shall establish and adopt a written Parent and Family Engagement Policy and Program for all schools in the district that receive funds under Title I, Part A of the ESEA, as amended by the ESSA. In addition, each *school* served under this Part shall jointly develop with, and distribute to, parents and family members of participating children, a written School Parent and Family Engagement Policy. This Policy shall be agreed upon by such parents, and updated periodically to meet the changing needs of parents and the school. The Policy shall be reviewed and updated annually with each school site's parent group, and then submitted to the District's Governing Board for approval.

**RATIONALE:** The school-level Parent and Family Engagement Policy shall describe the means for how each school shall carry out the following requirements:

- Convene an annual meeting, to which all parents of participating children shall be invited and encouraged to attend, and to the extent practicable, in a language such parents understand, explaining Title I, Part A, and what it means to the School and families
- Provide a description and explanation of the curriculum in use at the school, the forms of academic assessments used to measure student progress, and the achievement levels of the challenging state academic standards
- Provide materials, assistance, and training to staff and to parents, as appropriate, in understanding such topics as the challenging State academic standards, State and local academic assessments, and how to monitor a child's progress and work with educators to improve the achievement of their children
- Each school served under Title I, Part A shall jointly develop with parents, a school-parent compact that outlines how parents, the entire school staff, and students will share in the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards

Each Title I School's Parent and Family Engagement Policy is included here for Governing Board review.

**FUNDING:** There is no cost associated with this Agenda item. However, each Title I school site has required Title I "set aside" funding, specifically earmarked for Parent and Family Engagement Activities, Programs and Outreach.

**RECOMMENDATION:** Approve TUSD Title I Schools' Parent and Family Engagement Policies for the 2021-2022 School Year.

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** October 26, 2021  
**SUBJECT:** **Approve Overnight Travel for the Advanced Drama Students to Attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on April 7-10, 2022**

**BACKGROUND:** The Kimball High School (KHS) Advanced Drama students would like to attend the Disney: Behind the Scenes and Leadership Disney at the Disneyland Resort in Anaheim, CA. Students will train and learn from cast members in the performing arts on April 7-10, 2022. Thirty two (32) students will attend this event. They will travel to Anaheim after school on the afternoon of April 7 and will return home on April 10. Students will be transported by District approved parent volunteers in private vehicles. All drivers meet the District driving requirements. Supervision will be provided by the drama teacher, Geri Neylan, Principal Benjamin Keller and District approved parent volunteers. They will stay at the Tropicana Inn & Suites in Anaheim CA. Academic arrangements have been made for these students.

**RATIONALE:** As part of Kimball's commitment to improve and grow their student performers, staff would like the Advanced Drama students to have the opportunity to learn from a nationally recognized entertainment organization, Disney. The Performing Arts workshop is designed for all levels of actors; the workshop provides students with the building blocks of theatre, while exploring performance and storytelling techniques. Led by an industry show director or improvisational actor, the course focuses on tapping into the artist's unique voice, thereby discovering the tools to develop performance abilities. Students will also learn to build character, develop improvisational skills and maintain professionalism on the stage. This agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** There will be no cost to the District. The total cost per participant will be \$600, which includes training materials, park entrance and transportation. Funding for this trip will be paid through a combination of fundraising opportunities and personal funding for the participants electing to participate in this event.

**RECOMMENDATION:** Approve Overnight Travel for the Advanced Drama Students to Attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on April 7-10, 2022.

**Prepared by:** Mr. Ben Keller, Principal, Kimball High School.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** October 20, 2021  
**SUBJECT:** Approve Agreement for Special Contract Services with Cognitive Foundations for an Individual Educational Evaluation (IEE)

**BACKGROUND:** Board approval is requested to contract for an Independent Education Evaluation (IEE) assessment for one TUSD student. Special Education Administration would like to contract with Radha Richmond, a Psychologist, for the needed evaluation. At this time, approval is necessary to remain compliant with services on IEPs and the parents' right to choose an assessor of their choice for an IEE.

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

**FUNDING:** Expenses for this contract include assessments, report writing and IEP attendance. Total contract expenses will not exceed \$5,200.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5850-1110-5800-800-2542.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Cognitive Foundations for an Individual Educational Evaluation (IEE).

**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 Cognitive Foundations, Radha Richmond, 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 and on school site campus

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

- a. District shall pay \$ 5,200.00 per [ ] HOUR [ ] DAY [  ] FLAT RATE, not to exceed a total of \$ 5,200.00. 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 Sept. 28, 2021, and shall terminate on June 30, 2022.

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:**

 Owner  
Contractor Signature Title

Tracy Unified School District

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

\_\_\_\_\_  
Date

Cognitive Connections Educ Psych., Inc  
Title

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

2147 Railroad Ave.  
Address

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

Hercules, CA 94547

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

510-592-4419

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** October 12, 2021  
**SUBJECT:** **Approve Overnight Travel for the Tracy High School Varsity Girls' Basketball Team to Participate in the Wine Valley Tournament in Napa, CA on December 16-18, 2021**

**BACKGROUND:** The Tracy High Varsity Girls' Basketball Team would like to participate in the Wine Valley Tournament in Napa, CA. Approximately 12 players and 3 coaches will attend this event. They will travel to Napa on December 16-18, 2021. The team will travel by District vans driven by District approved drivers. The team will stay at the Embassy Suites in Napa. The team will be chaperoned by Coach Eaton and assistant coaches throughout the duration of the trip.

**RATIONALE:** Two overnights are required to provide the basketball team ample time to rest and prepare for their game as well as the possibility of late-night games. The Basketball teams is strengthened by the opportunity to play together in this tournament. This time together will allow for "team building" on and off the court. This aligns with Strategic Goal #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals. We will adhere to local and state guidelines as it pertains to Covid.

**FUNDING:** The Tracy High Athletic Department will pay the \$750.00 transportation cost for District vans driven by the coaches. Individual players will pay for additional food and miscellaneous expenses. The Tracy High School Girls' Basketball Program (ASB) will pay the \$350.00 tournament fee for the team and the cost of the hotel rooms.

**RECOMMENDATION:** Approve Overnight Travel for the Tracy High School Varsity Girls' Basketball Team to Participate in the Wine Valley Tournament in Napa, CA on December 16-18, 2021

**Prepared by:** Jason Noll, Tracy High School Principal.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** October 27, 2021  
**SUBJECT:** **Approve Overnight Travel for 2 Advisors and 12 Students of West High FFA to Attend the Made for Excellence and Advanced Leadership Academy on January 7-8, 2022 in Sacramento, CA**

**BACKGROUND:** The West High School FFA program consisting of twelve students and two Advisors will travel to Sacramento, CA, for the Annual Made for Excellence conference. They will leave traveling in district vans stopping for lunch on the way to Sacramento and attend the conference all day and late into the night on January 7<sup>th</sup>. They will return on January 8<sup>th</sup> by noon.

**RATIONALE:** The Made for Excellence conference will offer student's leadership training, workshops and time to network with other students from around the country. The student and staff will stay at the Hilton Arden West, 2200 Harvard Street, Sacramento, Ca. 916-922-4700. Staff chaperoning this event are Jordan Dajani and Holly Smith, both Ag. Science teachers at West High School. This aligns with 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:** Lodging, meals and transportation costs will total approximately \$4,500. The Agriculture Incentive Grant will pay for meals for staff attending, hotel and transportation for students and staff.

**RECOMMENDATION:** Approve Overnight Travel for 2 Advisors and 12 Students of West High FFA to Attend the Made for Excellence and Advanced Leadership Academy on January 7-8, 2022 in Sacramento, CA

**PREPARED BY:** Ms. Annabelle Lee, West High School Principal.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** October 28, 2021  
**SUBJECT:** Approve Agreement for Contract Services between Edgenuity Inc, and North School to Provide License Edgenuity Inc. MyPath Reading and Math site license for the 2021-2022 School Year

**BACKGROUND:** North School has a large population of students who need continued intervention in reading and math. Edgenuity is an excellent program that has been used to provide intervention, reinforce, or enrichment for students. Teachers and administrators will be able to provide differentiated curriculum to students and monitor their progress throughout the school year.

**RATIONALE:** Based on school wide assessment data, Fastbridge assessments and grades earned data from the 2020/2021 school year we see that we will need to provide various supports for students to address the learning loss from the 2020/2021 school year. The MyPath Edgenuity program will allow us to pre-assess students at the beginning of the year, identify student's needs, and build intervention/enrichments systems for math and language arts for all students. In addition, we will be able to track students as they progress in the different interventions and use of the program.

**FUNDING:** The cost, not to exceed \$35,000.00 will be paid from Expanded Learning And Opportunity Grant Funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between Edgenuity Inc, and North School to Provide License Edgenuity Inc. MyPath Reading and Math site license for the 2021-2022 School Year.

**Prepared by:** Jose Jimenez, North School Principal.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Edgenuly 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: Edgenuly MyPath is a supplemental program designed to meet students where they are in reading and math. Edgenuly MyPath provides students with age-appropriate, online instruction and gives educators the ability to monitor academic progress easily. Once students take a pre-assessment in both reading and math, an individual learning path (ILP), a sequence of lessons that provide intervention, reinforcement, or enrichment, will be provided. Teachers and administrators will be able to provide differentiated curriculum to students and monitor their progress throughout the school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 365 ( ) [ ] HOURS [ X ] DAYS, under the terms of this agreement at the following location North School.

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

- a. District shall pay \$ 35,000.00 per [ ] HOUR [ ] DAY [ X ] FLAT RATE, not to exceed a total of \$ \_\_\_\_\_. 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 \$ \_\_\_\_\_ 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 11/1/2021, and shall terminate on 06/30/2022.

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, Jose Jimenez, at (209) 830-3350 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:**

Digitally signed by  
  
Contractor Signature Executive Vice President, CFO  
Title

Tracy Unified School District

IRS Identification Number  
 Executive Vice President, CFO  
Title

Date  
 01-7425-0-1110-1000-4300-340-3002  
Account Number to be Charged

Edgenuity Inc.  
Address  
 8860 E. Chaparral Road, Suite 100

Department/Site Approval

Scottsdale, AZ 85250

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:** November 1, 2021  
**SUBJECT:** **Approval of list of Stakeholder names for Stakeholder Engagement/ Perkins V Grant: Strengthening Career and Technical Education for the 21<sup>st</sup> Century Act**

**BACKGROUND:** The Carl D. Perkins Grant supports Career Technical Education Programs at Kimball, Tracy, and West High Schools. The Federal Government recently amended the grant and it is now called “Perkins V: Strengthening Career and Technical Education for the 21<sup>st</sup> Century Act.” The purpose of this grant is to develop more fully the academic knowledge and technical and employability skills of secondary education students who elect to enroll in career technical education programs. One of the new requirements of the grant is the completion of the Comprehensive Local Need Assessment (CLNA) to which a diverse body of stakeholders will consult on the elaboration of the CLNA. Per the new requirements, the Stakeholders list requires board approval and must consist of representatives of the following groups: career and technical education programs in local educational agency, including teachers, career guidance, principals or other school leaders, administrators and specialized instructional support personnel; representatives of postsecondary educational institutions; parent and students; representatives of State board or local workforce; representatives of special populations; and representatives that the eligible agency may require to consult.

**RATIONALE:** In order to receive grant money and comply with FPM, the attached list of Stakeholders list requires board approval on November 9<sup>th</sup>.

**FUNDING:** There is no cost to the high schools or the District for participation in this Grant. On average, the District receives \$130,000 annually from the Perkins Grant application process.

**RECOMMENDATION:** Approval of the attached Stakeholders list.

**Prepared by:** Mr. Sam Stube, Director of Adult Education and Career Technical Education.

1	Joanna	Albala Ph.D	Dir. Educational Outreach (Biologist by training and work at LLNL, UC Davis, and UOP)
2	Dana	Avila	Teacher
3	Lucinda	Bliss	Teacher
4	Zachary	Boswell	Director of Curriculum and Accountability
5	Fran	Brown	Paraprofessional
6	Melissa	Burkert	Teacher
7	Travis	Cardoza	SJ Delta JC Ag. Business
8	Kelly	Carroll	Teacher
9	Bond	Cashemere	VP WHS
10	Pia	De Rosa	TUSD Translator
11	Troy	Edwards	KHS Counselor
12	Jessica	Escobedo	EL Counselor
13	Abigail	Ferrell	Teacher
14	Jason	Gentry	Teacher
15	Marlene	Hepner	Teacher
16	Alejandra	Herrera	KHS Counselor
17	Ann	Herrington	Counselor
18	Corrina	Holbrook	Teacher
19	Yesenia	Huerta	Teacher
20	Nathan	Hughes Erskine	Board Member
21	Alexandra	Jackson	KHS Counselor
22	Debbie	Johnson	Teacher
23	Jacie	Jones	WHS Social Science
24	Kinabir	Kamboj	Teacher
25	Benjamin	Keller	Principal
26	Eric	Kimball	Adult Education Counselor
27	Nathan	Kincaid	Truent Officer
28	Christina	Larkin	member
29	Michael	Lawrence	Teacher
30	Nikki	Maddux	Merced College Animal Sci
31	Vincent	Marchini	Retired Farmer

32 Traci	Mitchell	Principal
33 Amanda	Nelson	member
34 Jason	Noll	Principal
35 Diane	Pacheco	Teacher
36 Robert	Pecot	Associate Superintendent of Business Services
37 David	Pereira	Alumni, Math Teacher
38 Juan	Perez	SJBTC
39 Mary	Petty	Director of Student Services
40 Erin	Quintana	Director of Professional Learning & Curriculum
41 Tracy	Rivera	KHS Counselor
42 Patrick	Rooney	Teacher
43 Jose	Sanchez	Teacher
44 Gurneet	Sharma	WHS Counselor
45 Sarah	Silvinson	Teacher
46 Georgia	Souza	Teacher
47 Lori	Souza	Board Member
48 Sam	Strube	Director of Adult Education and Career Technical Education
49 Dan	Summa	Media Services Supervisor
50 Kelsey	Swall	Teacher
51 Laurie	Tomlin	WHS Counselor
52 Nora	Torres	Financial Sec. Adult Ed and CTE



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** September 29, 2021  
**SUBJECT:** Approve 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>
Pecot, Rob Associate Superintendent of Business Services	Business Services	6/30/22	Accepted Superintendent Tracy Unified School District

**BACKGROUND:**

**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Green, Janis 1 <sup>st</sup> grade	Central	11/12/2021	Personal

**BACKGROUND:****CERTIFICATED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Kurys, Karleen Social Science	Tracy High	10/1/2021	Retirement

**BACKGROUND:****MANAGEMENT/CLASSIFIED CONFIDENTIAL RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
-------------------	-------------	-----------------------	---------------

**BACKGROUND:****CLASSIFIED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
-------------------	-------------	-----------------------	---------------

**BACKGROUND:****CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Byrd, Rudie School Supervision Assistant	Kelly	10/16/21	Personal
Gonzales, Jennifer School Supervision Assistant	Hirsch	10/25/21	Accepted IEP Para Educator position
Hawes, Loy ISET Technician I	ISET	10/24/21	Accepted ISET Technician II position
Hawk, Michelle Food Service Worker	Kelly	10/20/21	Accepted FSW position w/more hrs
Hernandez-Olivo School Supervision Assistant	Jacobson	10/27/21	Accepted FSW position
Irwin, Christine Food Service Worker	Kimball High	10/25/21	Accepted FSW position w/more hrs
James, Nichelle Special Ed Para Educator	McKinley	10/30/21	Personal

Nicol, Katheryn Secretary to the Director of Transportation	Transportation	10/30/21	Personal
Nicol, Katheryn Secretary to the Director of MOT	MOT	10/30/21	Personal
Vasquez Perez, Rafael Utility Person II	MOT	10/21/21	Personal

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

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



# HUMAN RESOURCES MEMORANDUM

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

**BACKGROUND:**

**MANAGEMENT/CLASSIFIED  
CONFIDENTIAL**

**BACKGROUND:**

**CERTIFICATED**

Alton, Barbara

George Kelly School  
Science Teacher (Replacement)  
“A”, Class I, Step 1  
\$37,664.39  
Fund: General

Murray, James

North School  
SDC Teacher (New)  
“A”, Class I, Step 1  
\$37,664.39  
Fund: General

Nagel, Augusta

Williams Middle School  
6<sup>th</sup> Grade Teacher (Replacement)  
“A”, Class I, Step 2  
\$37,665.00  
Fund: General

Ulloa, Jamie

TISCS  
Independent Study Teacher (New)  
“B”, Class VI, Step 1  
\$43,460.22  
Fund: General



**BACKGROUND:**

**MANAGEMENT/CLASSIFIED**  
**CONFIDENTIAL**

**BACKGROUND:**

**CLASSIFIED**

Garrick, Nichole

Clerk Typist I (New)  
West High  
8 hours per day  
Range 23, Step C - \$16.70  
Funding: ELO Grant

Gonzalez, Adriana

Food Service Worker (Replacement)  
West High  
3 hours per day  
Range 22, Step E - \$17.87  
Funding: Child Nutrition- School Program

Hawes, Loy

ISET Technician II (Replacement)  
ISET  
8 hours per day  
Range 56, Step C - \$36.18  
Funding: General Fund

Ibanez, Limayri

Preschool Instructor (New)  
Villalovoz  
6 hours per day  
Range 30, Step C - \$19.59  
Funding: Other Local #5

Irwin, Christine

Food Service Worker (Replacement)  
Kimball High  
4 hours per day  
Range 22, Step E - \$17.87  
Funding: Child Nutrition – School Program

Lambert, Natalie

Para Educator I (New)  
Villalovoz  
8 hours per day  
Range 24, Step C - \$17.07  
Funding: ELO Grant

Olivo, Jovani  
Utility Person II (New)  
MOT  
8 hours per day  
Range 35, Step A - \$20.10  
Funding: General Fund

Spencer, Daniel  
Utility Person II (Replacement)  
MOT  
8 hours per day  
Range 35, Step A - \$20.10  
Funding: General Fund

Vilangot Nhalil, Anjala  
Special Ed Para Educator (Replacement)  
Williams  
6 hours per day  
Range 24, Step C - \$17.07  
Funding: Special Education

**BACKGROUND:**

**COACHES**

Farfan, David  
West High  
Baseball – Varsity  
Stipend: \$6358.61

Seierup, Erik  
Tracy High  
Basketball – Soph Girls'  
Stipend: \$5089.18

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

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



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** October 28, 2021  
**RE:** **Approve a Variable Term Waiver for Multiple Subject Teacher**

**BACKGROUND:** For the 2021-2022 school year Tracy Unified School District will request a waiver for Multiple Subject teacher, Supanya Vallinayagam, to allow her to complete requirements of her current Multiple Subject teaching credential. The waiver request is needed to allow Supanya time to pass the basic skills requirement, CBEST, exam.

**RATIONALE:** In reviewing staffing for the 2021-2022 school year, it has been determined that Tracy Unified School District has a need for a Variable Term Waiver for a Multiple Subject.

**FUNDING:** None.

**RECOMMENDATION:** Approve a Variable Term Waiver for Multiple Subject.

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

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

**DECLARATION**

The Governing Board of Tracy Unified School District declares that the District has elected to request a Variable Term Waiver while the individual below works on completing the requirements to obtain a Multiple Subject teaching credential. The individual(s) will be provided orientation, guidance and assistance during the valid period of the waiver.

Supanya Vallinayagam, Bohn Elementary School, Multiple Subject

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

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

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

**ATTEST:**

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** September 29, 2021  
**SUBJECT:** **Approve Tentative Agreement with CSEA for Reclassification of Night Security Person**

**BACKGROUND:** Pursuant to Article XL, Reclassification Requests, of the Master Agreement between Tracy Unified School District (TUSD) and California School Employees Association (CSEA), requests for reclassification/reallocation may be initiated by the classified bargaining unit or by the employee by November 1 of each year. In addition, the District continues the process of updating job descriptions to ensure that they accurately reflect current essential functions of the position, district requirements and any Federal or California Department of Education requirements. As part of the reclassification/reallocation process, the job description for the Secretary to the Director of Adult and Career and Technical Education was created.

A Reclassification/Reallocation Committee consisting of four administrators and four CSEA members met and provided their recommendation to the TUSD and CSEA negotiating teams regarding the various requests. The negotiating teams met several times to consider the recommendations for the Reclassification/Reallocation Committee. The negotiating teams reached tentative agreement on the new job description for Night Security Person. The tentative agreement is attached.

This job description accurately reflects the essential functions, education and experience, skills and qualifications, physical requirements and work environment for the position. In addition, this agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** This position will be funded out of General Fund.

**RECOMMENDATION:** Approve Tentative Agreement with CSEA for Reclassification of Night Security.

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

**TENTATIVE AGREEMENT BETWEEN THE  
TRACY UNIFIED SCHOOL DISTRICT AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS TRACY CHAPTER 98  
APRIL 27, 2021**

This Tentative Agreement (hereinafter, "MOU") is entered into by and between the Tracy Unified School District (hereinafter, "District") and the California School Employees Association and its Tracy Chapter #98 (hereinafter, "CSEA"). The following job description was developed through negotiations on the reclassification request submitted by Utility II employees M. Pires, D. Lawson, H. Mota, and S. Otsuki.

**TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION**

**POSITION TITLE:** Night Security Person

**DEPARTMENT/DIVISION:** Maintenance, Operation and Transportation

**POSITION SUMMARY:**

Under the supervision of the Director of Maintenance, Operations and Transportation or designee, the Night Security Person will patrol buildings, parking areas, grounds, and other areas to maintain order, protect facilities and maintain a safe working environment. In addition, the Night Security Person will perform facility set-ups, maintenance and custodial work in the cleaning and maintenance of assigned buildings, equipment and facilities.

**ESSENTIAL FUNCTIONS:**

1. Performs security and utility person duties with little to no direct supervision and without immediate access to District management.
2. Monitor District security systems and respond to intrusion, fire, waste station, and other alarms. Following District policies make digital copies of incidents when requested by District, Tracy PD, Tracy FD or other emergency response authorities.
3. Patrols school district buildings, campuses, grounds and parking lots.
4. Escort unauthorized people off District properties with assistance from Tracy PD, if necessary.
5. Checks, monitors, and questions people who appear to be loitering on District property, that includes vehicles.
6. Issues parking notifications to inappropriately parked cars.
7. Coordinate with emergency response authorities in cases of break-ins, vandalism or other emergencies which would require a report provided to the District.
8. Reports safety concerns, sanitation and fire hazards and removes objects hazardous to persons and property.
9. Observes and reports hazards or activities which may affect District safety, and report to law enforcement agencies any acts by persons which contribute to injury to students or staff.
10. Assist emergency response authorities and set up safety, security and/or fire watches as determined by emergency officials.
11. Checks, opens and locks doors, windows and gates as needed.

12. Picks up litter from buildings and surrounding grounds and parking lots.
13. Remove or cover up graffiti from various surfaces.
14. Identify and secure broken windows, doors or other access points by boarding up damage and cleaning up all debris.
15. During inclement weather check for any safety issues such as fallen trees, broken windows, flooded areas or other damage and caution off area for safety. Perform necessary emergency repairs if feasible.
16. In response to emergency situations, use best judgement to determine appropriate course of action, including but not limited to: call appropriate organizations, agencies and/or personnel to repair water mains, alarm issues, PG&E (gas leaks or power outages) Tracy Police Department, and/or make necessary emergency repairs, complete police or other reports as required.
17. Assists the Director of Maintenance, Operations and Transportation or designee regarding facility use set-ups, emergencies or safety concerns.
18. Notifies the Director of Maintenance, Operations and Transportation or designee of any individual substituting that no-shows, excluding the monitoring of permanent classified staff performing their normal work assignment.
19. Assist new employees on how to secure campus, set alarms.
20. Deliver, set up, take down and return District light towers to sites for school events.
21. Write and submit daily shift reports of any events and duties performed.
22. Performs custodial work, light maintenance and facility set-ups.
23. Distributes supplies and equipment to school sites.
24. Develops and maintains friendly and cordial relations with students, staff, District official's facility users and emergency response agencies.
25. Maintains regular and prompt attendance in the workplace.
26. Performs other related duties as assigned.

#### **EDUCATION AND EXPERIENCE:**

Ability to carry out oral and written directions, read, write, and speak at a level sufficient to fulfill the duties to be performed. Have a minimum of one year of experience in custodial, security and/or maintenance field. Must have a High School diploma or equivalent.

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

1. Knowledge of operation, methods and practices followed in the use, maintenance and repair of tools, machinery and equipment.
2. Knowledge of plumbing and hardware techniques.
3. Ability to estimate the scope of each work assignment and secure the necessary tools and materials to complete the assignments.
4. Experience working with diverse communities/populations.
5. Ability to de-escalate potential conflicts.
6. Ability to use precision measuring equipment.
7. Ability to keep accurate records of work performed.
8. Knowledge of District Education Center rules and regulations.
9. Ability to deal tactfully and effectively with people of varying ages and faculty.
10. Ability to physically cover the areas of responsibility under varying weather conditions.

11. Knowledge of safe work practices.
12. Must pass required physical examination.
13. Ability to maintain cooperative working relationships with those contacted in the course of work.

**PHYSICAL REQUIREMENTS:**

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

1. Strong, physically active and in good health.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Bend, squat, stoop and/or climb for brief periods of time.
4. Reach above shoulder level for brief periods of time.
5. Push/pull up to 50 lbs for a short distance.
6. Lift and carry up to 50 lbs at waist height for short distances.
7. Exercise, during the performance of his/her duties, the amount of physical control reasonably necessary to maintain order, protect property or protect the health and safety of students, staff and community members.
8. Run short distances.
9. Enter data into a computer terminal/typewriter for extended periods of time.
10. See and read a computer screen and printed matter with or without vision aids.

**WORK ENVIRONMENT:**

Employees in this position will be required to work a variety of shifts including days, swing and graveyard shifts, and weekend days and nights. Night Security Person position will be required to work indoors and outdoors in various conditions during the course of the required schedule. Exposure to noise, dust, and fume levels will vary according to equipment and projects. Must wear closed toe shoes and meet uniform requirements. As required, must wear protective devices such as earplugs, dust mask, coveralls, gloves, safety boots and safety glasses.

**SALARY:** Classified range 38  
Non-exempt

Agreed to this 27<sup>th</sup> day of April, 2021, in Tracy, California.

  
\_\_\_\_\_  
Tammy Jalique, Associate Superintendent  
for Human Resources

  
\_\_\_\_\_  
Michael Caulfield,  
President, CSEA Tracy Chapter #98

  
\_\_\_\_\_  
Carl Walter, CSEA Labor Representative





# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** September 29, 2021  
**SUBJECT:** **Approve Tentative Agreements with the California School Employees Association**

**BACKGROUND:** Pursuant to Article XLIV in the Master Agreement between Tracy Unified School District and California School Employees Association, the Agreement shall be in full force and effect from July 1, 2021 through June 30, 2024. The Articles listed below were the reopeners for 2021-2022 negotiations.

The parties have concluded the negotiation process and have signed tentative agreements (attached) on the following articles:

- Article VI, Organizational Security – TA signed September 27, 2021 (see attached)
- Article VIII, Pay and Allowances – TA signed June 15, 2021 (see attached)
- Article VIII, Change in Classification – TA signed June 30, 2021 (see attached)
- Article X, Fringe Benefits – TA signed June 15, 2021 (see attached)
- Article XI, Hours and Overtime – TA signed 9/27/2021 (see attached)
- Article XXVII, Holidays – TA signed 10/6/2021 (see attached)

To remain in compliance with AB 1200 and Government Codes 3547.5 and 3540.2, Salary Settlement Agreement forms will be made available for public disclosure and are attached.

This agenda item meets District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Pay increases described in the tentative agreement for Article VIII, Pay and Allowances (see attached) will be paid from a variety of funds.

**RECOMMENDATION:** Approve Tentative Agreements with the California School Employees Association.

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

TENTATIVE AGREEMENT

Between

TRACY UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its CHAPTER 98

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") have reached agreement on the following modifications to Article VI Organizational Security as follows:

**ARTICLE VI**  
**ORGANIZATIONAL SECURITY**

~~6.1 The parties of this Agreement acknowledge that CSEA has notified the Tracy Unified School District to implement the provisions of Government Code Section 3546(a), requiring as a condition of employment, the deduction of CSEA dues or fair share fee from the wages or salary of every bargaining unit member. This agreement requires an employee as a condition of continued employment to either join the Association or pay the Association a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization.~~

6.2 6.1 The Association shall have the sole and exclusive right to payroll deduction of regular membership dues and ~~agency shop service fee~~ payers additional voluntary deductions e.g. Victory Club; and Dorothy Bjork Humanitarian Fund. The District shall, at no charge to CSEA, deduct membership and additional voluntary deductions for all unit members under this Agreement; and remit those deductions to CSEA.

6.3 6.2 The District agrees to notify the CSEA Chapter President and/or designee(s) of all newly hired employees and corresponding new employee orientations with a minimum of ten (10) days prior notification via electronic mail, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. Notifications shall consist of the employee(s) full name, contact information, job title, assigned location and date/time of scheduled orientation.

6.3 "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, recently hired by the District into a CSEA bargaining unit position and who is still employed as of the date of the new hire orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for the purpose of this article only, the "date of hire" is the date upon which the employee's status changes such that the employee was placed in the CSEA unit.

6.4 "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

6.5 The District shall provide CSEA with contact information on the new hires to the extent the District possesses the information. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, or through a password protected electronic file within 30 day of hire or by the first pay period of the month following hire. This contact information shall include the following items, with each field in its own column:

- i. First name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix
- v. Job title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work extension;
- x. Home street address (incl. apartment #);
- xi. City;
- xii. State;
- xiii. ZIP Code (5 or 9 digits);
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Birth date;
- xviii. Employee ID;
- xix. CalPERS status;
- xx. Hire date.

6.6 The District shall provide CSEA with the information listed above in 6.6 (b) for all bargaining unit members on or before the last working day of September, January and May.

6.7 ~~The District shall provide the CSEA Chapter President or designee with paid release time for up to one (1) hour during each District scheduled orientation session for the purpose of providing CSEA membership information to newly hired unit members. The CSEA Chapter President or his/her designee shall be allowed up to one (1) hours during each District scheduled orientation session. The District shall provide up to one (1) hour of release time to The CSEA Chapter President or designee shall have use of Presidential Release via Article XXV section 25.1 of the Master Agreement for each District scheduled orientation for the purpose of providing CSEA membership information to newly hired unit members. This release time will be deducted from the president release~~

time of 20 days per year as noted in Article XXV section 25.1 of the Master Agreement. ~~No additional release time will be provided by the District outside of the Master Agreement.~~ The new employee orientation session shall be held on District property during normal business hours. During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

~~6.4 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.~~

~~6.5 Any new unit members shall within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association, or pay to the Association a service fee. There shall be no charge to the Association for such mandatory agency fee deductions.~~

~~6.6 The Association has the sole right to verify that a worker qualifies for a religious exemption from the obligation to pay fees. Any unit member who is a member of a religious body whose traditional tenets or teachings include objection to joining or financially supporting employee organizations shall not be required to join or financially support the California School Employees Association (CSEA) except that such Unit Member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:~~

- ~~1. Boys and Girls Club~~
- ~~2. High School Scholarship of his/her choice~~
- ~~3. McHenry House~~

~~6.7 Any unit member making payments as set forth in section 6.5, and who requests that the grievance arbitration provisions of this agreement, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.~~

~~6.8 6.8 With respect to all sums deducted by the District, whether for membership dues or additional CSEA deductions agency fee, the District agrees promptly to remit such monies to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or service fee status in the Association, and indicating any changes in personnel from the list previously furnished. Also, Government Code section 3546(f) requires employers to provide the exclusive representative with employees' home addresses so that the union can send out required legal notices.~~

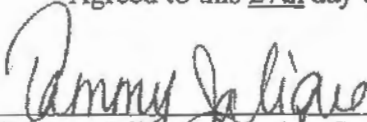
~~6.9 6.9 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.~~

~~6.10 6.10 Association agrees to reimburse the employer, its officers and agents for reasonable Attorney's fees and legal costs incurred after notice to Association in defending against~~

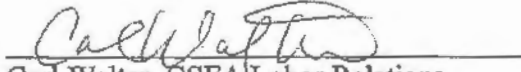
any court or administrative action challenging the legality of the organizational security provision of the Agreement or the implementation thereof.

- ~~6.11~~ 6.11 Association agrees to reimburse the employer, its officers or agent for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organization security provisions of this Agreement or the implementation thereof provided the employer has complied with the terms of this Article and has promptly notified Association of its awareness of such action.
- ~~6.12~~ 6.12 Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.
- ~~6.13~~ 6.13 Hold Harmless: CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other actions arising from the organizational security.

Agreed to this 27th day of September, 2021, in Tracy, California.

  
\_\_\_\_\_  
Tammy Jalique, Associate Superintendent  
for Human Resources

  
\_\_\_\_\_  
Mike Caulfield, CSEA President

  
\_\_\_\_\_  
Carl Walter, CSEA Labor Relations  
Representative

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

June 15, 2021

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

ARTICLE VIII  
PAY AND ALLOWANCES


APPENDIX A

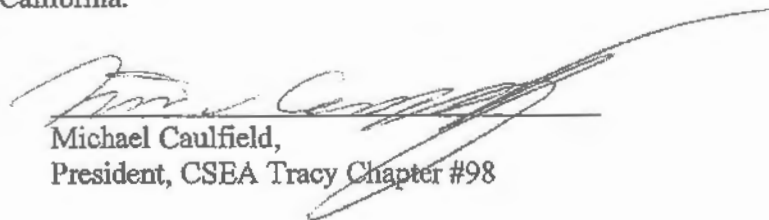
For the 2021-2022 contract year, the parties agree to a 5.07% increase to the salary schedule.


ARTICLE X  
FRINGE BENEFITS

The parties agree to status quo.

Agreed to this 15th day of June, 2021 in Tracy, California.

  
\_\_\_\_\_  
Tammy Jalique, Associate Superintendent  
for Human Resources

  
\_\_\_\_\_  
Michael Caulfield,  
President, CSEA Tracy Chapter #98

  
\_\_\_\_\_  
Carl Walter, CSEA Labor Representative

TENTATIVE AGREEMENT

Between

TRACY UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its CHAPTER 98

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") have reached agreement on the following modifications to Article XI Hours and Overtime as follows:

**ARTICLE XI**  
**HOURS AND OVERTIME**

TUSD proposes standby time shall be compensated at the rate of ~~\$5.00~~ ~~\$7.00~~ **\$9.00** per hour.

11.1 Workweek and Workday: The normal workweek for employees in this unit shall consist of five (5) consecutive days, Monday through Friday, eight (8) hours per day and forty (40) hours per week. When mutually agreeable between affected employees, CSEA, and the District, some employees normal workweek may consist of four (4) consecutive days, ten (10) hours per day, and forty (40) hour week. The regular workday or workweek may be extended, however, on an overtime basis. The length of the workday shall be designated by the District for each classified position. Each bargaining unit employee shall be assigned a fixed, regular and ascertainable number of hours. Nothing contained herein shall be deemed to bar the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours.

11.2 Shift Change All permanent shift changes to **Paraprofessional Educator-1-IEP** ~~or bus aide~~ ~~job classifications~~ of up to thirty (30) minutes ~~or more~~ in duration require notification to CSEA and Human Resources approval before the change can be implemented. The immediate supervisor shall submit the written request, including the bargaining unit member's signature of acknowledgment, to Human Resources to initiate the process. Following approval by Human Resources, the change may be implemented no earlier than five (5) days following notification of approval. ~~Changes of less than thirty (30) minutes in duration to paraprofessionals or bus aide job classifications may be implemented no earlier than five (5) days following notification to the unit member and Human Resources of the change in shift assignment.~~ **Changes to the starting/ending times for Paraprofessional Educator-1-IEP shall not be arbitrary or capricious in nature. Changes in starting/ending times to shifts for Paraprofessional Educator-1-IEP shall be limited to once per school year, done in accordance with needs identified in student's current IEP.**

11.2.1 Shift Changes for Bus Drivers and Bus Aides shall coincide with their assigned routes. The District shall provide Bus Drivers and Bus Aides with as much notice as is practicable

**in the event of need to change assigned routes. Changes in routes shall not be capricious or arbitrary in nature.**

**11.23 Reduction in Hours:** The District shall give notice to CSEA regarding any reduction in hours.

**11.34 Work Year:** The District shall establish the normal work year for each bargaining unit employee after meeting and conferring with CSEA.

- Calendar Year = 365 days from July 1 through June 30, except leap year (366 days)
- Basic Days = 260 days (calendar year less weekends and variable non-work/non-paid days)
- Variable Non-Work/Non-Paid Day(s) = Calendar year less weekends and basic days (normally varies between 0-3 days)
- Work Days = 246 days (260 basic days less 14 paid holidays; does not include floating holiday)
- Non-Work Day = Weekends and variable non-work/non-paid days

12-month bargaining unit employees shall be paid for 260 basic days per calendar year with 246 actual work days. Consistent with other articles in this Master Agreement, the District reserves the right to determine the date(s) when the variable non-work/non-paid day(s) shall occur.

Pursuant to Article XXVI, Vacation Leave, the District shall establish variable non-paid/non-work days for each employee prior to requiring employees to submit vacation day requests. To the extent possible, it is the intent of this Article to have all 12-month bargaining unit employees assigned the same non-work/non-paid days. However, the parties recognize that some variation may be required to meet the needs of different departments. Therefore, to meet the critical needs of the District, the supervisor, with prior approval from the Assistant Superintendent of Human Resources or his/her designee, may determine an alternate variable non-work/non paid day(s).

No 12-month bargaining unit employee shall be allowed to work on a variable non-work/non-paid day, with the exception of an emergency, as defined in Article 11.12.3 A.

No 12-month bargaining unit employee shall be permitted to claim any type of leave on a variable non-work/non-paid day.

**11.45 Overtime:**

- A. Each employee performing overtime shall be compensated in wages or granted compensatory time off at a rate of time and one-half the regular rate of pay of the employee designated and authorized to perform the overtime work. Overtime is defined to include any time worked in excess of eight (8) hours in any day or in any one shift, or in excess of forty (40) hours in any week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. For employees with a normal



workweek consisting of four (4) consecutive days and ten (10) hours per day, overtime is defined to include any time worked in excess of ten (10) hours per day or forty (40) hours per week.

- B. A District manager/administrator may approve time off in lieu of cash compensation provided it does not impair the services of the District. Such time off shall be referred to as "compensatory time off." Such compensatory time off shall be taken within twelve (12) calendar months following the month in which the overtime was worked otherwise it will be paid in the next ensuing payroll period. The maximum accumulation of compensatory time off standing to an employee's credit at any time shall be forty (40) hours and overtime worked which would exceed such maximum, if credited to an employee at the time worked, shall be paid in cash.
- C. A request for cash payment of approved overtime shall be submitted to the District payroll office by the first working day after the 15<sup>th</sup> of the month in which the overtime was worked and shall be signed by the employee and supervisor who authorized the overtime.
- D. The manager may, within the number of hours of the normal workday and workweek (as defined in Article 11.1), and with the mutual agreement of the employee, authorize variations in the daily schedule of the employee provided it does not impair the services of the District.
- E. The manager will monitor compensatory time owed to each employee under his/her supervision. Each month the manager will determine the number of compensatory time hours owed to the employee. These hours are owed to the employee because they have not been used within twelve (12) months of the original date the compensatory time was incurred. These compensatory hours shall be converted to overtime hours and submitted to the District payroll office by the first working day following the 15<sup>th</sup> of the month which the compensatory time became owed.
- F. For purposes of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off or other paid leave shall be considered as time worked by the employee.
- G. Notwithstanding the provisions of Paragraph 1 of this Article, the workweek shall consist of not more than five (5) consecutive working days for any employee having an average workday of four (4) hours or more during the workweek. Such employee shall be compensated for any work required to be performed on the sixth and seventh day following commencement of the workweek at a rate equal to 1-1/2 times the regular hourly rate of pay of the employee designated and authorized to perform the work. An employee having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh day following commencement of his workweek, be compensated at a rate equal to 1-1/2 times the regular rate of pay of the employee designated and authorized to perform the work.

11.56 Adjustment of Assigned Time: An employee in the unit who works a minimum of thirty (30) minutes per day in excess of his part-time assignment for a period of twenty (20) consecutive working days or more shall have his basic assignment changed temporarily for that period only to reflect the temporary longer hours in order to acquire health benefits and sick leave on a properly prorated basis. This provision does not preclude the District's right to return the employee so affected to the amount of assigned hours per day as provided in that employee's original part time assignment. However, an employee who works the longer hours for seventy-five (75) percent or more of a work year (75% = 195 days) shall have his/her basic assignment changed.

11.67 Lunch Periods: All employees covered by this agreement working five (5) or more hours per day, shall be entitled to an uninterrupted lunch period. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full time employees at or about the mid-point of each work shift consistent with the operational needs of the District. Lunch periods are considered to be advantageous to both the employee and the District and should not be substituted for "extra time worked beyond the regular daily or weekly schedule". Under unusual circumstances, exceptions to this may be approved in advance by the immediate supervisor.

11.78 Rest Periods:

- A. All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period and shall be at the rate of fifteen (15) minutes per four (4) hours assignment. After six (6) hours, employees shall be entitled to a second 15 minute rest period. For every additional four (4) hours beyond eight (8) hours worked, the employee shall be entitled to an additional fifteen (15) minute rest period.
- B. Bargaining unit members shall not leave the site, or an appropriate adjacent area, at which they are assigned to be working at the time the authorized rest period occurs. Before taking a rest period, unit members shall secure their materials, supplies and equipment.
- C. Before leaving a work location for an authorized rest period and upon return from said break, an employee shall make a good faith effort to communicate with his/her immediate supervisor or a prescribed designee.
- D. Rest periods are part of the regular workday and shall be compensated at the regular rate of pay of the employee.
- E. Rest periods may be scheduled and/or combined by a supervisor with the consent of the employee involved.

F. Rest periods are considered to be advantageous to both the employee and the District and should not be substituted for "extra time worked beyond the regular daily or weekly schedule". Under unusual circumstances, exceptions to this may be approved in advance by the immediate supervisor.

11.89 Overtime-Equal Distribution: All overtime to be performed by bargaining unit employees shall be distributed and rotated as equally as is practicable within each department, site or kitchen. The District retains the right to remove a bargaining unit member from overtime work rotation based on his or her performance during overtime assignments.

11.910 Standby Time: The District may offer standby time. Standby time is defined as compensated time in addition to the normal workday or workweek, but substantially differs from normal work in that:

1. The employee is relatively free to engage in personal activities.
2. Participation is voluntary.
3. The employee on standby is compensated at the standby rate listed in Appendix A, unless required to respond to emergencies.
4. Once the employee is required to respond, the actual response time is governed by Article 11.101.
5. Once the employee is no longer on call back status (see Article 11.101), the employee's compensation will return to the standby rate.
6. Standby duty is assigned on a rotational basis.

Employees who are placed on standby status will be required to:

1. Respond in one hour to the Tracy Unified School District.
2. Remain fit to respond and perform duties as required.
3. Respond to all emergency calls in the District.
4. Maintain a list of emergency contacts.

11.101 Call Back Time: Call back status is defined as an employee's physical presence at a work site in response to one or more emergency events within a two (2) hour period of time after completion of his regular assignment. An employee responding to a call back to work will be compensated at the overtime rate for a minimum of two (2) hours. If the work exceeds two (2) hours, the employee will then be compensated at the overtime rate for actual hours worked.

11.112 Additional Hours/Extra Time/Stipends:

A. Additional hour(s) which do not meet the criteria of overtime in Article XI (11.45.A Overtime) and are in the same classification assigned to an employee, will be paid at the employee's current hourly rate.

B. CSEA unit members will be paid a stipend at the same per game night rate listed in Appendix D. For future school years, CSEA unit members will be paid a stipend

at the same same night rate for services listed in the TEA Master Agreement that is in effect at the time extra services are provided.

- C. A CSEA unit member who accepts a facilities use assignment on New Year's Day, Christmas Day, Thanksgiving Day, Easter Day or July 4<sup>th</sup> shall be paid a stipend in addition to regular and/or overtime pay for each open-and-close as listed in Appendix D.

11.123 Right of Refusal:

A. Any employee shall have the right to refuse overtime/extra time except in emergency situations. The existence of an emergency situation shall be determined by district supervisory or administrative personnel. For purposes of this article, the word "emergency" is defined as a temporary, unforeseen condition, which, without immediate action, would pose a threat to human life, health, safety or property.

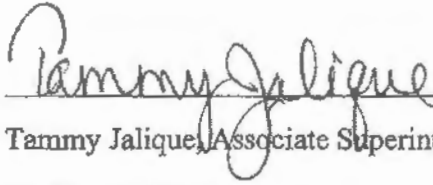
B. Notwithstanding the provisions contained in 11.142 A, parties agree that any individual employed as School Security Person on or after October 19, 1997, will be required to provide security at a reasonable number of night time activities as determined by the school principal or designee. However, employees who work in excess of eight (8) hours in any day or in excess of forty (40) hours in any week, will be paid overtime for providing security at night time activities.

11.134 Approved Appointments: Before leaving a work location for an authorized appointment and upon return from said appointment, an employee shall make a good faith effort to communicate with his immediate supervisor or a prescribed designee.

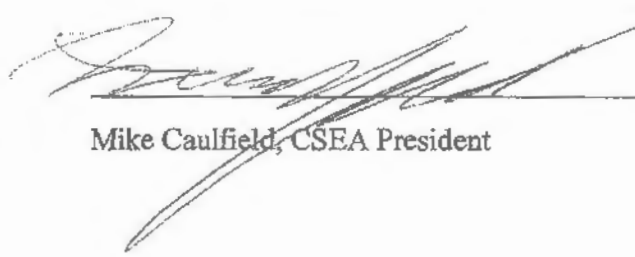
**11.15 Mandatory Staff Trainings: District and State mandated trainings for CSEA members shall take place during the regularly contracted hours of unit members, whenever practical. Unit members shall submit a timesheet to their designated supervisor and be compensated at their regular hourly rate of pay for all District and State mandated trainings completed outside of their contracted hours.**

11.146 Transportation Department employees scheduled to make activity trips shall receive two (2) hours pay at their hourly rate or overtime rate, if applicable, if the trip is cancelled after the employee reports to work. Transportation Department employees are paid for the actual number of hours worked per day, including bus inspection and cleaning time.

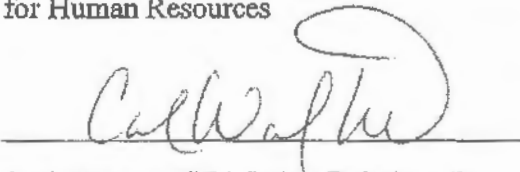
Agreed to this 27th day of September, 2021, in Tracy, California.



Tammy Jalique, Associate Superintendent  
for Human Resources



Mike Caulfield, CSEA President



Carl Walter, CSEA Labor Relations Representative

TENTATIVE AGREEMENT

Between

TRACY UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its CHAPTER 98

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") have reached agreement on the following modifications to Article XXVII Holidays as follows:

**ARTICLE XXVII HOLIDAYS**

27.1 Paid holidays for classified employees shall be as follows:

New Year's Day

Martin Luther King Jr. Day

Lincoln's Day

Presidents' Day

Two Spring Recess Days

Memorial Day

**Juneteenth**

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

The Day after Thanksgiving

Christmas Eve Day

Christmas Day

Christmas Day - Christmas Eve Day and Christmas Day holidays will be taken as illustrated below:

Christmas Eve Christmas Holidays

Monday Tuesday Monday & Tuesday

Tuesday Wednesday Tuesday & Wednesday

Wednesday Thursday Wednesday & Thursday

Thursday Friday Thursday & Friday

Friday Saturday Thursday & Friday

Saturday Sunday Friday & Monday

Sunday Monday Friday & Monday

Floating Holiday - Each employee in the unit who has completed six (6) full months of District service as a regular employee shall thereafter be allowed ~~one (1) two~~ one (1) days of paid leave of absence per school year. This leave is to be scheduled with the approval of the employee's supervisor on the appropriate form filed not less than two (2) working days prior to the requested date of absence. The supervisor will consider the needs of the department before approving the leave. This

leave of absence is to be known as a "floating holiday". Such day of paid leave shall not accumulate from year to year. This leave is to be taken on a day when the employee is on paid status by the District. It is not intended to be an additional day of pay.

Every Day - Appointed by the President, or the Governor of this State, as provided for in subdivisions (b) and (c) of Section 37220 of the Education Code for a public fast, Thanksgiving, or holiday, or any day declared a holiday under Section 37222 of the Education Code for classified or certificated employees.

27.2 Whenever a holiday set forth herein falls on a Saturday or Sunday, the preceding Friday or subsequent Monday shall be deemed to be a holiday.


27.3 To be entitled to such paid holidays, a classified employee shall have had to have been in a paid status during any portion of the working day immediately preceding or succeeding the holiday.


27.4 Classified employees who are not assigned duty during the school holiday of December 24, 25, January 1 and Friday of Spring Recess shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

27.5 Employees required to work on the holidays set forth in this Article shall be compensated, or given compensating time off, at the rate of one and one-half (1 1/2) times the regular rate in addition to the pay received for the holiday. Compensation in pay or time off will be determined by the supervisor and the employee.

27.6 The work schedule for classified employees in the bargaining unit whose regular work week encompasses either or both Saturday or Sunday may be adjusted to provide not less than the same number of paid holidays for each contract year as is available for those employees in the bargaining unit whose regular work week is Monday through Friday.

Agreed to this 6th day of October, 2021, in Tracy, California.

  
\_\_\_\_\_  
Tammy Jalique, Associate Superintendent  
for Human Resources

  
\_\_\_\_\_  
Carl Walter, CSEA Labor Relations  
Representative

  
\_\_\_\_\_  
Mike Caulfield, CSEA President

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
TRACY UNIFIED SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS TRACY CHAPTER 98**

This memorandum of understanding (MOU) is entered into by Tracy Unified School District ("District") and the California School Employees Association and its Tracy Chapter 98 (collectively "CSEA") for the 21-22 school year.

In recognition of the Juneteenth National Holiday enacted into law by U.S. President Joseph Biden on June 17, 2021, the District shall provide a paid holiday to each qualified unit member in accordance with sections 27.2, 27.3 and 27.5 of the CSEA master agreement as noted below.

*27.2 Whenever a holiday set forth herein falls on a Saturday or Sunday, the preceding Friday or subsequent Monday shall be deemed to be a holiday.*

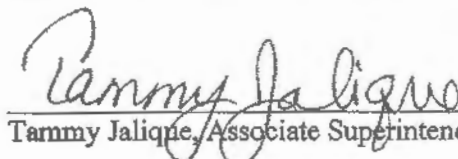
*27.3 To be entitled to such paid holidays, a classified employee shall have had to have been in a paid status during any portion of the working day immediately preceding or succeeding the holiday.*

*27.5 Employees required to work on the holidays set forth in this Article shall be compensated, or given compensating time off, at the rate of one and one-half (1 1/2) times the regular rate in addition to the pay received for the holiday. Compensation in pay or time off will be determined by the supervisor and the employee.*


Nothing in this Memorandum of Understanding is intended to establish precedent or past practice.

This Memorandum of Understanding expires June 30, 2022.

Agreed to this 6th day of October, 2021.

  
\_\_\_\_\_  
Tammy Jalique, Associate Superintendent of Human Resources

  
\_\_\_\_\_  
Mike Caulfield, Tracy 98, Chapter President

  
\_\_\_\_\_  
Carl Walter, CSEA LRR