

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
AUGUST 10, 2021

PLACE: DISTRICT EDUCATION CENTER
SUPERINTENDENT'S CONFERENCE 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

A G E N D A

- | | | |
|-----------|---|----------------|
| 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 Approve Settlement Agreement for Compensatory Education Services and Educational Supplies for Student and Attorney Fees
Action: Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain ___
3.2.2 PE Exemption: WHS#10334071
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 Report Out of Action Taken on Approve Settlement Agreement for
3.2.1 Compensatory Education Services and Educational Supplies for Student and Attorney Fees
Action: Vote: Yes ___; No ___; Absent ___; Abstain ___
 - 6b Report Out of Action Taken on PE Exemption: WHS#10334071
3.2.2
Action: Vote: Yes ___; No ___; Absent ___; Abstain ___
7. **Approve Regular Minutes of June 22, 2021** 1-10
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 Southwest Park Elementary School Presentation
10. **Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.
 - 10.1 **Administrative & Business Services:**
 - 10.1.1 Receive Report on Superintendent's Transition Plan 11
 - 10.2 **Educational Services:**
 - 10.2.1 Receive Report on 2021-22 Special Education Updates 12-13
11. **Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent.
12. **PUBLIC HEARING:** None.
13. **Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.
Action: Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.
Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.
 - 13.1 **Administrative & Business Services:**
 - 13.1.1 Approve Accounts Payable Warrants (June, 2021) 14
(Separate Cover Item)
 - 13.1.2 Ratify Routine Agreements, Expenditures and Notice of Completions 15-16
Which Meet the Criteria for Placement on the Consent Agenda
 - 13.1.3 Accept the Generous Donations from the Various Individuals, 17-18
Businesses, and School Site Parent Teacher Associations Listed Herein
with Thanks and Appreciation from the Staff and Students of the Tracy
Unified School District

13.1.4	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2021/22 School Year	19-20
13.1.5	Approve Payroll Reports (June 2021)	21-25
13.1.6	Approve Revolving Cash Fund Reports (June 2021)	26-30

13.2 Educational Services:

13.2.1	Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Art Freiler School during the 2021-2022 School Year	31-34
13.2.2	Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Art Freiler School	35-38
13.2.3	Approve Out-of-State Travel to Las Vegas, NV for the Media/Video Production Teacher to attend the NAB Show (National Association of Broadcasters): Where Content Comes to Life on October 9-13, 2021	39
13.2.4	Ratify Overnight Travel for the Tracy High Cheer and Dance Team Camp in Manteca, CA at the Great Wolf Lodge, July 24 – July 27, 2021	40
13.2.5	Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending July 15, 2021	41-42
13.2.6	Approve Service Agreement for LifeChangers Int. LLC Motivational Speaker at Williams Middle School on August 23, 2021	43-46

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	47-51
13.3.2	Approve Classified, Certificated, and/or Management Employment	52-64
13.3.3	Approve a Variable Term Waiver for Multiple Subject Teacher-Various	65-66
13.3.4	Approve Practicum Students, Student Teachers, and Teacher Interns Agreement with Alliant University	67-75
13.3.5	Approve Paid Student Internship Agreement with Merced County Office of Education	76-83
13.3.6	Approve Addendum for Current Memorandum of Understanding with Teachers College of San Joaquin	84-85

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

14.1 Administrative & Business Services:

14.1.1	Approve the Amended 2021-2022 Designation of CIF Representatives to League	86-88
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	

14.2 Educational Services:

14.2.1	Adopt Revised Board Policy 6158 Independent Study (First Reading)	89-104
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.2.2	Adopt Revisions to the TUSD Athletic Handbook for the 2021-2022 School Year (First Reading) (Separate Cover Item)	105

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

14.3 Human Resources:

14.3.1 Authorize the Declaration of Need for the 2021-2022 School Year **106-109**

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

14.3.2 Approve Job Description and Salary for Technology Coordinator of ISET **110-113**

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

14.3.3 Adopt Resolution 21-01. Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds **114-116**

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 August 24, 2021

17.2 September 14, 2021

17.3 September 28, 2021

18. Upcoming Events:

18.1 September 6, 2021

No School, Labor Day

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, June 22, 2021**

- 5:30 PM:** 1-3. President Kaur called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry
- 7:00 PM** 5. President Kaur called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Report Out of Action Taken on Approve Settlement Agreement for
3.2.1 Special Contract Services with Contractors for Independent Education Evaluations (IEE) with Non-Public Agencies (NPAs)
Action: **Vote:** Yes-6; No-0; Absent-1(Souza)
6b Report Out of Action Taken on Graduation Exemption 2020-21 KHS
3.2.2 #10311490
Action: **Vote:** Yes-6; No-0; Absent-1(Souza)
6c Report Out of Action Taken on Approve Resolution No. 20-23 of Intent
3.3.1 to Dismiss
Action: **Vote:** Yes-6; No-0; Absent-1(Souza)
- Minutes:** 7. **Approve Regular Minutes of June 8, 2021**
Action: Abercrombie, Erskine. **Vote:** Yes-7; No-0.
- Visitors:** T. Quiambao, L. Hawes, R. Acieto, J. Escobedo, L. Nelson, R. Call, M. Bunch, J. Nott, W. Maslyar, A. Lee, T. Calderon, M. Johnson, D. Etcheverry, M. Romo, S. Smith, J. Wichman, L. Jones, J. Yasemsky, E. Quintana, S. Reese, C. Munger, S. Johnson, J. Smith, P. Lambert, S. Pellegrini, J. Quintana, K. LeDoux, T. D. Ensor, C. Goossen, B. Nelson, N. Langer, L. Mendez, F. Smith, J. Smith, N. Espana, B. DaRosa
- Student Rep Reports:** 8. None.
- Recognition & Presentations:** 9. None.
- Information & Discussion Items:** 10.1 **Administrative & Business Services:** None.
10.2 **Educational Services:**
10.2.1 Receive Report on San Joaquin County COVID19

Associate Superintendent of Educational Services, Ms. Julianna Stocking, presented a power point. As of June 15, the Governor reopened California. He has terminated the executive stay-at-home order and blueprint for a safer economy. All new information supersedes the prior health orders. There are still particular guidelines to K-12 schools. We no longer measure by tier. For the State of California, we are at 1.8 cases per 100,000 with a 1% test positivity rate. San Joaquin County has 3.4 cases and 1.3 test positivity rate.

For the 2021-22 school year, we have communicated to families and staff that we are returning to full time in-person learning on August 9th. Vaccines are not at this time required, but we are strongly recommending it. We are hosting a vaccine clinic on June 23 for ages 12 years and older. Masks are currently required indoors. They are not required outdoors. This is the current guidance. As we know, information changes periodically and we will communicate any changes as received. We will provide the option of the Tracy Independent Charter School if parents do not want to attend in person school.

10.2.2 Receive Report on State Indicators

Associate Superintendent of Educational Services, Julianna Stocking, is presenting on behalf of Tania Salinas, Director of Continuous Improvement, State & Federal Programs. She reviewed the priorities and indicators by priority areas that are aligned within the LCAP. She reviewed the timeline from February through November. In November we will be required to input the information on the public California Dashboard. She reviewed each of the following priorities 1, 2, 3, 6, and 7.

Trustee Hoffert left the meeting at 7:10 p.m.

Trustee Hoffert returned to the meeting at 7:12 p.m.

10.2.3 Receive Report on State Indicators for TISCS

Director of Student Services and Principal of Tracy Independent Study Charter School, Dr. Mary Petty, presented the local indicator data report. The charter is its own LEA and will be presented as a separate report. She reviewed the same priorities 1, 2, 3, 6, and 7. Their timeline is the same as TUSD. They do not have past year's data since they are a new school. The charter started in August of 2020. By November, they will have the information uploaded to the California Dashboard.

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: On all items, except those listed below and voted on separately.
Abercrombie, Erskine. **Vote:** Yes-7; No-0.

Action: Item 13.1.2 Abercrombie, Erskine.
Vote: Yes-7; No-0.

Action: Item 13.1.6 Abercrombie, Erskine.
Vote: Yes-7; No-0.

Action: Item 13.2.10 Abercrombie, Erskine.
Vote: Yes-7; No-0.

Action: Item 13.2.11 Abercrombie, Erskine.
Vote: Yes-7; No-0.

Action: Item 13.2.12 Abercrombie, Alexander.
Vote: Yes-7; No-0.

Action: Item 13.2.17 Abercrombie, Alexander.
Vote: Yes-7; No-0.

Action: Item 13.2.19 Abercrombie, Blanco.
Vote: Yes 7

Action: Item 13.2.27 Abercrombie, Alexander.
Vote: Yes-6; No-1(Hoffert)

Action: Item 13.2.29 Abercrombie, alexander.
Vote: Yes-7; No-0.

Action: Item 13.3.1 Abercrombie, Alexander.
Vote: Yes-7; No-0.

Action: Item 13.3.2 Abercrombie, Alexander.
Vote: Yes-7; No-0.

Action: Item 13.3.6 Abercrombie, Erskine.
Vote: Yes-6; No-1(Hoffert)

13.1 Administrative & Business Services:

13.1.1 Approve Accounts Payable Warrants (May 2021)
(Separate Cover Item)

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

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

13.1.4 Approve Payroll Reports (May 2021)

13.1.5 Approve Revolving Cash Fund Reports (May 2021)

13.1.6 Authorize Associate Superintendent of Business Services to Enter into
Agreement to Dispose of Damaged, Obsolete and Surplus Furniture,
Computers, and Equipment through Disposal Service

13.2 Educational Services:

13.2.1 Approve Agreement for Special Contract Services with College Bound
Tracy USD, a Customized College and Career Readiness Program for
Tracy High, West High and Kimball High School Parents and Students
for the 2021-2022 School Year

13.2.2 Approve Contract with the San Joaquin County Children and Families

- Commission (First 5 San Joaquin) for the Building Literacy Together Grant for 2021-2022 (Separate Cover Item)
- 13.2.3** Approve the 2021-2022 Consolidated Application for Funding for the Tracy Unified School District
- 13.2.4** Approve Agreement for Special Contract Services with the International Center for Leadership in Education (ICLE) a Division of Houghton Mifflin Harcourt to Provide Professional Development for District Administrators, Site Administrators and Teachers in the 2021-2022 School Year
- 13.2.5** Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Central School, McKinley School, Wanda Hirsch School, Art Freiler School and Jacobson School for the 2021-2022 School Year
- 13.2.6** Approve Agreement for Contract Services Between the San Joaquin County Office of Education and Central Elementary School for the 2021 – 2022 School Year
- 13.2.7** Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Services to Monte Vista Middle School for the 2021-2022 School Year
- 13.2.8** Approve Agreement for Contract Services Between the Boys & Girls Club of Tracy and North School for the 2021-2022 School Year
- 13.2.9** Approve Agreement for Contract Services between Health Connected and Tracy Unified School District for the 2021- 2022 School Year
- 13.2.10** Approve Agreement for Special Contract Services with Aquatic Dreams Scuba Center, to provide Professional Development to High School Physical Education Teachers on August 2, 2021 or August 13, 2021
- 13.2.11** Approve Agreement for Special Contract Services with Lifesaver CPR, to Provide Professional Development to Single Subject Physical Education and Teachers Providing Instruction in a Career Technical Education (CTE) Course on the August 4, 2021 Buy Back Day
- 13.2.12** Approve all Out of State, Overnight, and Out of District Travel for Tracy High AG/FFA Teachers and Students for the 2021-2022 School Year
- 13.2.13** Approve Specialized Grant Funding for the 2021-2022 Agriculture Incentive Grant for West High School
- 13.2.14** Approve Overnight Travel for the West High FFA Officer Retreat And Industry Tour Trip to Camanche Lake Resort in Ione, CA. August 27-29, 2021
- 13.2.15** Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at George Kelly Elementary School during the 2021 -2022 School Year
- 13.2.16** Approve Agreement for Special Contract Services Between Parent Institute for Quality Education (PIQE) and North School for the 2021-2022 School Year
- 13.2.17** Approve Master Contract (MC) for Creative Alternatives, NPS for the 2021-2022 School Year (Separate Cover Item)
- 13.2.18** Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Division to Provide Professional Development to Support STEM Implementation
- 13.2.19** Approve Agreement for Contract Services between San Joaquin Pride

- Center and Tracy Unified School District for the 2021-2022 School Year
- 13.2.20 Approve Agreement for Special Contract Services with Central California World Language Project. to Provide World Language Teachers Professional Development during the District Early Release Mondays and Three Summer Session Days for Three Years; 2021-2022, 2022-2023, and 2023-2024
 - 13.2.21 Approve Agreement for Special Contract Services with S & S Worldwide/PE Central, to Provide Single Subject Physical Education Teachers Professional Learning on the District Staff Development Buy-Back Day August 4, 2021 and District Early Release Mondays during the 2021-2022 School Year
 - 13.2.22 Approve Master Contract (MC) for Nonpublic, Nonsectarian Agency (NPA) Services with Therapeutic Pathways (Separate Cover Item)
 - 13.2.23 Approve Master Contract (MC) for Nonpublic Agency, Nonsectarian School Services with Behavioral & Educational Strategies & Training (B.E.S.T.) (Separate Cover Item)
 - 13.2.24 Approve Master Contract for Nonpublic, Nonsectarian Agency (NPA) Services with Building Connections Behavioral Health, Inc. for a Registered Behavioral Technician (RBT) and a Board-Certified Behavior Analyst (BCBA) (Separate Cover Item)
 - 13.2.25 Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with East Valley Education Center for 2021-2022 (Separate Cover Item)
 - 13.2.26 Approve Master Contract (MC) for Nonpublic, Nonsectarian Agency Services with Haynes Family of Programs Inc-S.T.A.R. Academy (Separate Cover Item)
 - 13.2.27 Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Point Quest Education for 2021-2022 (Separate Cover Item)
 - 13.2.28 Approve Master Contract for Sierra Vista Child & Family Services (Kirk Baucher), NPS for the 2021-2022 School Year (Separate Cover Item)
 - 13.2.29 Approve Master Contract for Stockton Educational Center (SEC) Non-Public School (NPS) for the 2021-2022 School Year (Separate Cover Item)
 - 13.2.30 Approve Agreement for World of Wonders (W.O.W) to Provide STEM In-House Field Study Trips for the 2021-2022 School Year to Villalovoz Students
 - 13.2.31 Approve Overnight Travel for the West High Cheer and Dance Team Camp in Manteca at the Great Wolf Lodge, July 24 – July 27, 2021
 - 13.2.32 Approve Agreement for Contract Services between Edgenuity Inc, and Williams Middle School to Provide License Edgenuity Inc. MyPath Reading and Math site license 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
 - 13.3.3 Approve School Psychology and School Counseling Internship

- 13.3.4 Agreement with Brandman University
Approve PPS School Counseling Internship Agreement with CSU Stanislaus
- 13.3.5 Approve School Psychology and School Counseling Fieldwork Agreement with Brandman University
- 13.3.6 Certify that Provisions of Section 5593 Regarding Coaches Have Been Met

Action Items:

14.1 Administrative & Business Services:

- 14.1.1 Certify Corrective Action to the 2019-20 Findings and Recommendations of the Independent Annual Financial Report

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

- 14.1.2 Approve the LCAP Parent Budget Overview, and the Local Control Accountability Plan (LCAP) for the 2021-2024 School Years (Separate Cover Item)

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

- 14.1.3 Approve the LCAP Parent Budget Overview, and the Local Control Accountability Plan (LCAP) for Tracy Independent Study Charter School (TISCS) for the 2021-2024 School Years (Separate Cover Item)

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

- 14.1.4 Adopt the 2021-22 Annual School District Budget (Separate Cover Item)

Dr. Rob Pecot presented a power point. We are in a good financial position. We now have our 3-year projection completed. This is unrestricted. The budget is subject to change. Salaries take 85% of our unrestricted budget. The ESSER money is restricted and not represented tonight. Our future enrollment is dependent on the subdivisions in Tracy. They are expensive. Apartments are being built which could be a positive sign as well as the housing marking in general.

Action: Abercrombie, Alexander. **Vote:** Yes-7; No-0.

- 14.1.5 Approve the Award of Request for Proposal (RFP) for Charter Bus Services (Separate Cover Item)

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

14.2 Educational Services:

- 14.2.1 Adopt Resolution No. 20-21 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for the 2021-2022 School Year and to Authorize Designated Personnel to Sign Contract Documents

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

- 14.2.2 Approve K-8th Grade Student Handbook for the 2021-2022 School Year (Separate Cover Item)

Action: Abercrombie, Alexander. **Vote:** Yes-7; No-0.

- 14.2.3 Adopt Revisions to the TUSD High School Student Handbook for the 2021-22 School Year (Separate Cover Item)

Action: Abercrombie, Alexander. **Vote:** Yes-7; No-0.

- 14.2.4 Adopt Revisions to the TISCS Student Handbook for the 2021-22 School Year (Separate Cover Item)

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

14.2.5 Approve TISCS Expanded Learning and Opportunities Grants Plan (Separate Cover Item)

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

14.3 Human Resources:

14.3.1 Approve Tentative Agreements with the Tracy Educators Association (Separate Cover Item)

Associated Superintendent of Human Resources, Tammy Jalique, thanked the work of the bargaining units. We have settled on salary and benefits for all. She thanked the bargaining units for getting these agreements settled. CSEA has not yet voted as they do not vote in summer months. We anticipate that the contract will be taken to their members in August and we will bring it to the board after that.

Jacqui Nott, President of TEA thanked Tammy for her kind words. She also thanked everyone and the board for listening to many audience members for what everyone brings of value. Work is not easy, and intentions are heartfelt. Employees of TUSD moved mountains for our students these past 15 months. She asked the board to vote yes on Items 14.3.1, 14.3.2, 14.3.3, 14.3.4 and 14.3.5. In TUSD we have a long-standing tradition of all employees receiving the same salary percentage increase. The most recent challenge of reimagining, repurposing and reworking school during COVID highlighted the teamwork and dedication. She works with union chapters all over the State of California and has not heard of any other district offering the full COLA. Few have yet to settle for the 2021.2022 school year. The highest increase she has heard of is 4% down to 1.6%. She thanked the board for their support and appreciation.

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

14.3.2 Approve New TSMA Salary Agreement (Separate Cover Item)

Patricia Lambert, the receptionist at the DEC and a TSMA member. She thanked the board for their commitment. The year 2020-21 was hard on all. She has heard of many circumstances that our families had to endure due to pandemic. Many parents came to district looking for answers, some with tears and others with anger. This is one of the hardest things we lived through. As she looks back over the last 15 months, she feels proud. Proud of our management team to lead staff, parents, and students with success. They have stayed in close communication with the San Joaquin County Office of Education and followed CDC's regulations. They continued to brainstorm action plans within the guidelines that were changing often. They continued to work together. With safety being the main concern and priority, all staff and all departments came together as one to help children stay on task. TUSD management stayed strong and invested many hours to have a plan in compliance and relay the plan to the rest of us. At times we were criticized for what we did or for what we didn't do. The superintendent kept us informed and lifted our spirits with encouraging words and inspirational videos. It might seem insignificant to you, but it kept us going. She thanked the team of people whose main concern are the

students in our community. She urged the board to consider approving the salary increase for all and thanked the board..

Trustee Blanco left the meeting at 8:26 p.m.

Trustee Blanco returned to the meeting at 8:28 p.m.

Bill Maslyar is the principal of Poet Christian School and has been in the district for 28 years. He started first as a math teacher and later as an administrator for Hirsch and Poet. He's here to talk about the COLA raise for TEA, TSMA and the Superintendent. Over years he has experienced financial good times and devastating budget cuts, however this year stands alone as the most challenging and unique year on record. TUSD is moving forward because of the constant of the strength of being a team working toward the common goal. It's not one person, one department or one school. It is the whole organization working together. If you visit our schools, you will see a great team in action. Teachers are one of the most critical components of the educating puzzle, however a school cannot run without office staff, custodians, yard supervision, kitchen staff, and administration managing all of that while supporting our teachers. That's just at the school level. At the district level, you have departments taking care of technology, textbooks, employment, bussing and grounds. Everyone is important and plays a critical role. Tonight, the board is being asked to approve raises for TEA, TSMA and our superintendent. After seeing what our teachers had to endure last year, he cannot say enough how much they deserve a raise. Dr. Stephens provided us with direction and sound decision making when we needed it the most and we could not have done it without his leadership. He is also requesting that TSMA deserves the same raise. TSMA is made up of district administrations, directors, principals, asst. principals, counselors, psychologists and site secretaries. Everyone plays an important role. He hopes that the board votes to give all, TEA, TSMA and Dr. Stephens, the raise with the funds given by the state through the COLA. As a team we should all received the same increase. the same raise. It hopes that once CSEA settles, that they will give the same to them as well.

Jessica Escobedo is asking the board to show support to school counselors and all staff who are TSMA members by voting yes on the TSMA salary agreement. She is a school counselor and is fortunate to work in her career for the past 25 years, 24 of which with Tracy Unified. During those years the board has always supported TSMA salary agreements. This past year has been the most challenging time for our students and families. They quickly shifted how they delivered services. Counselors care about kids and want to support their well-being. She has reflected a lot on this past year. One of the good things is the kindness that everyone showed one another. People will also remember how they were treated. She thanked the board, cabinet and fellow educators for their kindness and understanding towards each other. She asked them to vote yes on salary or all staff.

Florence Smith thanked the board for their consideration for the COLA proposal and their continued support. She is speaking on behalf of school psychologists who are also TSMA members. This has been a challenging year for all. School psychologists went above and beyond to meet the challenges of COVID to continue to provide services. They learned to adapt and adjust to navigate with COVID restrictions. They were one of the first groups who were given the opportunity for vaccines thanks to Dr. Stephens as they worked with students in person during the 2020-21 school year. Many worked past their contract hours, during their evenings and on weekends. They worked with counselors to continue to support the mental health needs of our students. They learned to utilize teams to continue to check on students and to conduct IEPs, SSTs and 504 meetings. Psychologists continued to persevere during these times supporting students and staff. On behalf of school psychologists, she thanked the board for their consideration for TEA, TSMA and Dr. Stephens.

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

14.3.3 Approve Increase to Certificated Substitute Salary Schedule

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

14.3.4 Approve Increase to Translator Hourly Rate of Pay

Action: Abercrombie, Alexander. **Vote:** Yes-7; No-0.

14.3.5 Approve Amendment to Superintendent Contract
(Separate Cover Item)

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

14.3.6 Approve Job Description and Salary for Community Family Services
Advisor

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

14.3.7 Adopt Resolution 20-22, Authorizing the Elimination of Certain
Classified Positions Due to Lack of Work or Lack of Funds

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

Board Reports:

Trustee Hoffert thanked everyone for coming out. He spoke about the governor saying one thing, and the boards having to do something about it. Not every county has same issues in their districts. He is happy that students have been brought back. He is glad that we waived library fees to be seen as a form of compassion. The ESSER funds will help close the gap. He feels that institutions do not deal with change but that they should be changed. He made a reference to the 1500's when a monk was fed up with the church and brought his issues forward. He then talked about the Civil War and a general who knew he had to go through the South. He spoke of their obstacles and struggles and that we can learn from these examples. He feels even if there is resistance to change, that they can change. Trustee Erskine thanked the finance committee and appreciates the comments. It is nice to have everyone in the room. Tracy is unique and she is looking forward to next year and expanding our team. Trustee Alexander thanked the administration, staff and all involved in the process of opening our schools from the technology department all the way down. He thanked all trustees and thanked Trustees Erskine, Hoffert and Blanco for their help. He looks forward to being one of the best districts in the state. Trustee Blanco thanked business services for the interim report. She thanked everyone here and for allowing us to

have a recording for those who can't come in person. She reminded everyone that the Mockingbird Book Store has an anonymous donor of \$20 for each child toward the purchase of books. Trustee Souza thanked business services, student services, and all of the presenters and public that came out to make comments. All of our staff have done an exceptional job during 2020.21 school year. She congratulated Trustee Kaur and Sikhs of Tracy for receiving the Organization of the Year award from the Tracy Chamber. They helped a lot with our COVID testing for our athletes and vaccines. The board has contributed in different ways. She is looking forward to the 2021-2022 school year. Trustee Abercrombie congratulated everyone for surviving this year. It took a team effort. He also congratulated everyone on their well-deserved pay raises. He hopes to be back in the Fall; however, we know sometimes things change quickly. He is looking forward to our new normal. Trustee Kaur commented that it feels good to see faces at this meeting. The Sikhs of Tracy coordinated with TUSD and will have a vaccine clinic tomorrow from 2:00-8:00 p.m. at West High School. If you have students or know of anyone who wants to get the vaccine, please sign up or walk-in. She thanked the district for this past year.

**Superintendent
Report:**

Dr. Stephens thanked everyone for being here. This concludes his 37th year in education and one more to go. When he walks away, this last year will be most impactful and most difficult year in his career. He has worked with the most incredible group of people. He applauds the classified, administration and teachers. Everyone worked together and kept the focus of students first and the health of our students and employees. He will look back at this year as one of his most proud moments in leading this district.

Adjourn 8:56 p.m.

Clerk

Date

(Draft) Transition Plan for Dr. Rob Pecot

The Transition Plan to prepare Dr. Pecot to assume the superintendent position of Tracy Unified starting July 1, 2022 will focus on three areas (1) training and (2) experiences and (3) decision-making.

TRAINING:

1. Dr. Pecot will enroll and complete the Association of California School Administrators (ACSA) Superintendent Academy. This is a multi-month training for current, new and aspiring superintendents. Most superintendents complete this well-regarded program at some time in his or her career.
2. Dr. Pecot will attend the California Association of School Business Officials (CASBO) annual conference. Important information will be shared on a variety of topics that would affect the district, for example, district finances, facilities, negotiations, economic projections etc. this information would benefit a new superintendent.
3. This fall, Dr. Pecot will attend two additional ACSA trainings (1) Personnel Institute and (2) Leadership Summit. Both of these conferences will build his skills and knowledge.
4. School Services of California is offering training on trying to collective bargain in the “new normal” which will help him as he guides his negotiation team.
5. Second semester, Dr. Pecot will be involved on board agenda prep and protocols.

EXPERIENCES:

1. Meetings that have been primarily attended by the current superintendent will be expanded to include Dr. Pecot. For example, starting the second semester, Dr. Pecot will attend the county superintendent’s meeting with Dr. Stephens.
2. Starting immediately, Dr. Pecot will join Dr. Stephens in the interview process to understand hiring from the perspective of the superintendent.
3. Starting second semester, Dr. Pecot will be joining Dr. Stephens when meeting with the board president prior to closed session.
4. Starting second semester, Dr. Pecot will be the district representative at the City Liaison meetings.
5. Starting immediately, Dr. Pecot will join the superintendent in all standing meetings with labor representatives.
6. Host community forum in the spring to meet and listen with the Tracy community.
7. Hold 1-on-1 meetings with district and school site administrators.

DECISION-MAKING:

1. Decisions such as personnel, finance, facilities, curriculum etc. that will be implemented in the 2022-23 school year but need to be made in the 2021-22 school year will be made by Dr. Pecot with Dr. Stephens serving as a consultant to Dr. Pecot on an as need basis.
2. Starting with the second semester, the focus of Dr. Stephens will be on the day-to-day operation of the district while Dr. Pecot will be making the decisions for the upcoming school year.
3. Meet with board members individually and together to develop long-term goals for the district.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: August 4, 2021
SUBJECT: Receive Report on 2021-2022 Special Education Updates

BACKGROUND: TUSD Special Education Department's mission is to provide quality instruction to students, clear consistent information and training to staff, and build positive relationships with families and community members. TUSD currently serves 1,953 students with a staff of 229 teachers & paraprofessionals, 17 School Psychologists, 14 Speech Therapist, two Behaviorist Therapists, six Behavior Aides, three Program Specialist, and four Secretaries/Clerks.

RATIONALE: This report is being presented to increase Board and community knowledge about the focus of the TUSD Special Education Department and the supports provided to staff to better serve students receiving Special Education services. 2020-2021 focus of the TUSD Special Education Department is to support the Special Education staff and build capacity within the department. The Special Education department will provide support in offering several training sessions for new Special Education teachers through the school year. In addition, ongoing training will be provided to veteran staff members on best practices and procedures in Inclusion, co-teaching, and Special Education operations. Here are few additional goals:

- Increase co-teaching (Inclusion) classrooms on school campuses
- Create fiscally responsible programs and services that improve TUSD continuum of services
- Ongoing support and training to Special Education staff members
- Encourage and promote school, family, and community relationships
- Implement a continuum of Program Services for all students with learning disabilities

The TUSD Special Education department is continuing to face the challenges and implications of the global pandemic. As a result, our Special Education department is in preparation to support students' various needs; learning, psychological, and social emotional. In addition, the mission of the Special Education department remains to support all learners with diverse needs and continually abide to the legal mandates to support and increase the safety and learning of our students. Therefore, clear leadership, collaboration with other district departments and communication with all stakeholders will be keys to us successfully navigating through these times. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #2:

Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The Local Control Funding Formula and Special Education funds provide funding for the District's Special Education Department and Services.

RECOMMENDATION: Receive report on 2021-22 Special Education Updates.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: July 30, 2021
SUBJECT: **Approve Accounts Payable Warrants (June 2021)**

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (June 2021).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: July 27, 2021
SUBJECT: **Ratify Routine Agreements, Expenditures and Notice of Completions
Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
AUGUST 10, 2021
SUMMARY OF SERVICES

A. Vendor: California School Boards Association
Sites: Tracy Unified School District
Item: GAMUT Service Agreement
Services: Annual renewal of licensing to access California School Boards Association (CSBA) GAMUT modules. GAMUT provides online access to CSBA's Sample Policy Manual, including, regulations, bylaws, and exhibits and links to related policy resources.
Cost: \$4,065.00
Project Funding: Superintendent's Budget

B. Vendor: Civic Permits
Sites: District-wide
Item: Purchase Order
Services: Annual subscription for the District's Civic Permit Facility Use software with customer support.
Cost: \$5,083.00
Project Funding: General Fund

C. Vendor: Law Office of Young, Minney, & Corr, LLP
Sites: Tracy Unified School District
Item: Purchase Order
Services: Legal services related to charter school law.
Cost: \$260.00/hr. Associates, \$295.00/hr. Partners. < \$25,000.00
Project Funding: Risk Management

D. Vendor: Tracy Tank Town Lions
Sites: West High School
Item: ASB Concession Stand Contract
Services: The Tank Town Lions (TTL) will use the West High School concession stand facility during the high school football season. The WHS ASB will supply the refrigeration, ice machine, soft drink dispenser and cleaning products. TTL will provide the WHS ASB with a sum equal to 60% of the net proceeds.
Cost: N/A
Project Funding: N/A

E. Vendor: EVCO Systems
Sites: Monte Vista Middle School
Item: Contract
Services: EVCO will install new lockers and relocate existing lockers in the boys and girls locker rooms.
Cost: \$36,247.69
Project Funding: General Fund



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: June 29, 2021
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

Tracy High School:

1. Tracy Unified School District/Tracy High School: From WePay for the amount of \$3,207.10 (ck. #0054943034). This donation was raised using the Snap Raise online platform and it will benefit Tracy High School's cheer program.

West High School:

1. Tracy Unified School District/West High School: From WePay for the amount of \$6,252.60 (ck. #0055099893). This donation was raised using the Snap Raise online platform and it will be used to enhance West High School's cheer 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: July 27, 2021
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2021/22 School Year**

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

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

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

RECOMMENDATION: Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2021/22 School Year.

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



2021/2022 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
G.Kelly Parent Faculty Alliance	<i>Recommended for Approval</i>	<i>Current</i>
THS Cheer/Dance Booster Club	<i>Recommended for Approval</i>	<i>Current</i>
THS Football Booster Club	<i>Recommended for Approval</i>	<i>Current</i>
THS Volleyball Booster Club	<i>Recommended for Approval</i>	<i>Current</i>
Villalovoz Parent Facility Club	<i>Recommended for Approval</i>	<i>Current</i>
WHS Music Boosters	<i>Recommended for Approval</i>	<i>Current</i>
West High Science Boosters	<i>Recommended for Approval</i>	<i>Current</i>

Revised 7/30/2021



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: July 30, 2021
SUBJECT: Approve Payroll Reports (June 2021)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (June 2021).

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

Pay Date 06/10/2021

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES

Fund	01	SACS Object	Amount	
		1100	420,553.59	Teachers' Salaries
		1200	573.60	Cert Pupil Support Salaries
		1900	192,927.20	Other Certificated Salaries
		2100	193,341.55	Instructional Aides' Salaries
		2200	107,692.42	Classified Support Salaries
		2400	16,669.14	Clerical & Office Salaries
		2900	7,444.84	Other Classified Salaries
		Total Labor	939,202.34	
Fund	01	SACS Object	Amount	
		3101	80,441.98	STRS On 1000 Salaries
		3102	782.23	STRS On 2000 Salaries
		3201	869.40	PERS On 1000 Salaries
		3202	4,071.82	PERS On 2000 Salaries
		3301	10,711.27	
		3302	16,491.62	
		3501	307.16	State Unemploy On 1000 Salary
		3502	162.72	State Unemploy On 2000 Salary
		3601	11,006.96	Worker'S Comp Ins On 1000 Sal
		3602	5,828.31	Worker'S Comp Ins On 2000 Sal
		Total Contributions	130,673.47	
Fund	09	SACS Object	Amount	
		2400	399.30	Clerical & Office Salaries
		Total Labor	399.30	
Fund	09	SACS Object	Amount	
		3302	30.55	
		3502	0.20	State Unemploy On 2000 Salary
		3602	7.16	Worker'S Comp Ins On 2000 Sal
		Total Contributions	37.91	
Fund	11	SACS Object	Amount	
		1100	16,165.96	Teachers' Salaries
		1200	573.60	Cert Pupil Support Salaries
		2100	1,551.90	Instructional Aides' Salaries
		2400	472.84	Clerical & Office Salaries
		Total Labor	18,764.30	
Fund	11	SACS Object	Amount	
		3101	1,963.14	STRS On 1000 Salaries
		3202	408.09	PERS On 2000 Salaries
		3301	242.72	
		3302	154.90	
		3501	8.36	State Unemploy On 1000 Salary
		3502	1.02	State Unemploy On 2000 Salary
		3601	300.04	Worker'S Comp Ins On 1000 Sal
		3602	36.29	Worker'S Comp Ins On 2000 Sal
		Total Contributions	3,114.56	

Fund 12	SACS Object	Amount	
	2100	958.79	Instructional Aides' Salaries
	Total Labor	958.79	
Fund 12	SACS Object	Amount	
	3202	21.70	PERS On 2000 Salaries
	3302	37.02	
	3502	0.48	State Unemploy On 2000 Salary
	3602	17.19	Worker'S Comp Ins On 2000 Sal
	Total Contributions	76.39	
Fund 13	SACS Object	Amount	
	2200	7,250.65	Classified Support Salaries
	Total Labor	7,250.65	
Fund 13	SACS Object	Amount	
	3202	592.70	PERS On 2000 Salaries
	3302	409.93	
	3502	3.59	State Unemploy On 2000 Salary
	3602	129.96	Worker'S Comp Ins On 2000 Sal
	Total Contributions	1,136.18	

ESCAPE **ONLINE**

Pay Date 06/30/2021

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES

Fund	01	SACS Object	Amount	
		1100	4,755,224.44	Teachers' Salaries
		1200	404,866.00	Cert Pupil Support Salaries
		1300	490,529.47	Cert Suprvrs' & Admins' Sal
		1900	113,119.59	Other Certificated Salaries
		2100	386,150.90	Instructional Aides' Salaries
		2200	769,902.12	Classified Support Salaries
		2300	179,853.89	Class Suprvrs' & Admins' Sal
		2400	442,920.13	Clerical & Office Salaries
		2900	34,008.96	Other Classified Salaries
		Total Labor	7,576,575.50	
Fund	01	SACS Object	Amount	
		3101	903,366.50	STRS On 1000 Salaries
		3102	6,132.27	STRS On 2000 Salaries
		3201	34,285.53	PERS On 1000 Salaries
		3202	358,134.91	PERS On 2000 Salaries
		3301	86,175.47	
		3302	128,799.64	
		3401	618,351.44	
		3402	252,913.50	
		3501	2,881.95	State Unemploy On 1000 Salary
		3502	905.27	State Unemploy On 2000 Salary
		3601	103,315.02	Worker'S Comp Ins On 1000 Sal
		3602	32,495.35	Worker'S Comp Ins On 2000 Sal
		3701	63,899.84	
		3702	35,463.22	
		Total Contributions	2,627,119.91	
Fund	09	SACS Object	Amount	
		1100	105,304.63	Teachers' Salaries
		1200	641.92	Cert Pupil Support Salaries
		Total Labor	105,946.55	
Fund	09	SACS Object	Amount	
		3101	16,160.42	STRS On 1000 Salaries
		3201	1,179.62	PERS On 1000 Salaries
		3301	1,774.78	
		3401	12,246.02	
		3501	52.98	State Unemploy On 1000 Salary
		3601	1,899.09	Worker'S Comp Ins On 1000 Sal
		Total Contributions	33,312.91	
Fund	11	SACS Object	Amount	
		1100	11,039.46	Teachers' Salaries
		1200	8,260.75	Cert Pupil Support Salaries
		1300	10,964.84	Cert Suprvrs' & Admins' Sal
		2100	3,432.36	Instructional Aides' Salaries
		2400	8,945.71	Clerical & Office Salaries
		Total Labor	42,643.12	
Fund	11	SACS Object	Amount	
		3101	4,887.82	STRS On 1000 Salaries
		3202	2,562.23	PERS On 2000 Salaries
		3301	408.67	
		3302	897.55	
		3401	2,139.64	
		3402	2,451.22	
		3501	15.14	State Unemploy On 1000 Salary
		3502	6.19	State Unemploy On 2000 Salary
		3601	542.49	Worker'S Comp Ins On 1000 Sal
		3602	221.90	Worker'S Comp Ins On 2000 Sal
		Total Contributions	14,132.85	

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

Fund 12	SACS Object	Amount	
	3101	340.43	STRS On 1000 Salaries
	3102	410.99	STRS On 2000 Salaries
	3202	2,388.09	PERS On 2000 Salaries
	3301	27.97	
	3302	990.83	
	3401	195.08	
	3402	1,603.85	
	3501	1.05	State Unemploy On 1000 Salary
	3502	8.30	State Unemploy On 2000 Salary
	3601	37.78	Worker'S Comp Ins On 1000 Sal
	3602	297.30	Worker'S Comp Ins On 2000 Sal
	Total Contributions	6,302.67	

Fund 13	SACS Object	Amount	
	2200	112,983.46	Classified Support Salaries
	2300	35,875.60	Class Suprvsrs' & Admins' Sal
	2400	16,995.40	Clerical & Office Salaries
	Total Labor	165,854.46	

Fund 13	SACS Object	Amount	
	3202	29,778.79	PERS On 2000 Salaries
	3302	11,606.06	
	3402	16,624.09	
	3502	82.93	State Unemploy On 2000 Salary
	3602	2,972.96	Worker'S Comp Ins On 2000 Sal
	Total Contributions	61,064.83	

ESCAPE **ONLINE**



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: July 30, 2021
SUBJECT: **Approve Revolving Cash Fund Reports (June 2021)**

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (June 2021).

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

Pay Date 06/10/2021

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES

Fund	01	SACS Object	Amount	
		1100	420,553.59	Teachers' Salaries
		1200	573.60	Cert Pupil Support Salaries
		1900	192,927.20	Other Certificated Salaries
		2100	193,341.55	Instructional Aides' Salaries
		2200	107,692.42	Classified Support Salaries
		2400	16,669.14	Clerical & Office Salaries
		2900	7,444.84	Other Classified Salaries
		Total Labor	939,202.34	
Fund	01	SACS Object	Amount	
		3101	80,441.98	STRS On 1000 Salaries
		3102	782.23	STRS On 2000 Salaries
		3201	869.40	PERS On 1000 Salaries
		3202	4,071.82	PERS On 2000 Salaries
		3301	10,711.27	
		3302	16,491.62	
		3501	307.16	State Unemploy On 1000 Salary
		3502	162.72	State Unemploy On 2000 Salary
		3601	11,006.96	Worker'S Comp Ins On 1000 Sal
		3602	5,828.31	Worker'S Comp Ins On 2000 Sal
		Total Contributions	130,673.47	
Fund	09	SACS Object	Amount	
		2400	399.30	Clerical & Office Salaries
		Total Labor	399.30	
Fund	09	SACS Object	Amount	
		3302	30.55	
		3502	0.20	State Unemploy On 2000 Salary
		3602	7.16	Worker'S Comp Ins On 2000 Sal
		Total Contributions	37.91	
Fund	11	SACS Object	Amount	
		1100	16,165.96	Teachers' Salaries
		1200	573.60	Cert Pupil Support Salaries
		2100	1,551.90	Instructional Aides' Salaries
		2400	472.84	Clerical & Office Salaries
		Total Labor	18,764.30	
Fund	11	SACS Object	Amount	
		3101	1,963.14	STRS On 1000 Salaries
		3202	408.09	PERS On 2000 Salaries
		3301	242.72	
		3302	154.90	
		3501	8.36	State Unemploy On 1000 Salary
		3502	1.02	State Unemploy On 2000 Salary
		3601	300.04	Worker'S Comp Ins On 1000 Sal
		3602	36.29	Worker'S Comp Ins On 2000 Sai
		Total Contributions	3,114.56	

Fund 12	SACS Object	Amount	
	2100	958.79	Instructional Aides' Salaries
	Total Labor	958.79	
Fund 12	SACS Object	Amount	
	3202	21.70	PERS On 2000 Salaries
	3302	37.02	
	3502	0.48	State Unemploy On 2000 Salary
	3602	17.19	Worker'S Comp Ins On 2000 Sal
	Total Contributions	76.39	
Fund 13	SACS Object	Amount	
	2200	7,250.65	Classified Support Salaries
	Total Labor	7,250.65	
Fund 13	SACS Object	Amount	
	3202	592.70	PERS On 2000 Salaries
	3302	409.93	
	3502	3.59	State Unemploy On 2000 Salary
	3602	129.96	Worker'S Comp Ins On 2000 Sal
	Total Contributions	1,136.18	

ESCAPE **ONLINE**

Pay Date 06/30/2021

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES

Fund	01	SACS Object	Amount	
		1100	4,755,224.44	Teachers' Salaries
		1200	404,866.00	Cert Pupil Support Salaries
		1300	490,529.47	Cert Suprvrs' & Admins' Sal
		1900	113,119.59	Other Certificated Salaries
		2100	386,150.90	Instructional Aides' Salaries
		2200	769,902.12	Classified Support Salaries
		2300	179,853.89	Class Suprvrs' & Admins' Sal
		2400	442,920.13	Clerical & Office Salaries
		2900	34,008.96	Other Classified Salaries
		Total Labor	7,576,575.50	
Fund	01	SACS Object	Amount	
		3101	903,366.50	STRS On 1000 Salaries
		3102	6,132.27	STRS On 2000 Salaries
		3201	34,285.53	PERS On 1000 Salaries
		3202	358,134.91	PERS On 2000 Salaries
		3301	86,175.47	
		3302	128,799.64	
		3401	618,351.44	
		3402	252,913.50	
		3501	2,881.95	State Unemploy On 1000 Salary
		3502	905.27	State Unemploy On 2000 Salary
		3601	103,315.02	Worker'S Comp Ins On 1000 Sal
		3602	32,495.35	Worker'S Comp Ins On 2000 Sal
		3701	63,899.84	
		3702	35,463.22	
		Total Contributions	2,627,119.91	
Fund	09	SACS Object	Amount	
		1100	105,304.63	Teachers' Salaries
		1200	641.92	Cert Pupil Support Salaries
		Total Labor	105,946.55	
Fund	09	SACS Object	Amount	
		3101	16,160.42	STRS On 1000 Salaries
		3201	1,179.62	PERS On 1000 Salaries
		3301	1,774.78	
		3401	12,246.02	
		3501	52.98	State Unemploy On 1000 Salary
		3601	1,899.09	Worker'S Comp Ins On 1000 Sal
		Total Contributions	33,312.91	
Fund	11	SACS Object	Amount	
		1100	11,039.46	Teachers' Salaries
		1200	8,260.75	Cert Pupil Support Salaries
		1300	10,964.84	Cert Suprvrs' & Admins' Sal
		2100	3,432.36	Instructional Aides' Salaries
		2400	8,945.71	Clerical & Office Salaries
		Total Labor	42,643.12	
Fund	11	SACS Object	Amount	
		3101	4,887.82	STRS On 1000 Salaries
		3202	2,562.23	PERS On 2000 Salaries
		3301	408.67	
		3302	897.55	
		3401	2,139.64	
		3402	2,451.22	
		3501	15.14	State Unemploy On 1000 Salary
		3502	6.19	State Unemploy On 2000 Salary
		3601	542.43	Worker'S Comp Ins On 1000 Sal
		3602	221.90	Worker'S Comp Ins On 2000 Sal
		Total Contributions	14,132.85	

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

Fund 12	SACS Object	Amount	
	3101	340.43	STRS On 1000 Salaries
	3102	410.99	STRS On 2000 Salaries
	3202	2,388.09	PERS On 2000 Salaries
	3301	27.97	
	3302	990.83	
	3401	196.08	
	3402	1,603.85	
	3501	1.05	State Unemploy On 1000 Salary
	3502	8.30	State Unemploy On 2000 Salary
	3601	37.78	Worker'S Comp Ins On 1000 Sal
	3602	297.30	Worker'S Comp Ins On 2000 Sal
	Total Contributions	6,302.67	

Fund 13	SACS Object	Amount	
	2200	112,983.46	Classified Support Salaries
	2300	35,875.60	Class Suprvsrs' & Admins' Sal
	2400	16,995.40	Clerical & Office Salaries
	Total Labor	165,854.46	

Fund 13	SACS Object	Amount	
	3202	29,778.79	PERS On 2000 Salaries
	3302	11,606.06	
	3402	16,624.09	
	3502	82.93	State Unemploy On 2000 Salary
	3602	2,972.96	Worker'S Comp Ins On 2000 Sa
	Total Contributions	61,064.83	

ESCAPE **ONLINE**



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Julianna Stocking, Associate Supt of Ed Services
DATE: July 20, 2021
RE: **Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Art Freiler School during the 2021-2022 School Year**

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connection families, schools, and community as partners to advance the education of every child through parent engagement. Their vision is to create a community in which parents and educators collaborate to transform every child's educational environment, both at home and at school, so that children can achieve their greatest academic potential.

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE at Art Freiler School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement. This supports the District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The District shall pay a flat fee of \$10,000 for the signature program in English and Spanish.

RECOMMENDATION: Approve agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Art Freiler School during the 2021-2022 School Year.

Prepared by: Stephen Theall, Principal, Art Freiler School.

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

1. Contractor shall perform the following duties: Provide a parent training course for the parents and students enrolled at Art Freiler School. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-age children.

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 8 () [] HOURS [x] DAYS, under the terms of this agreement at the following location Zoom/ Art Freiler School.

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

- a. District shall pay \$10,000 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$10,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [x] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on September 16, 2021, and shall terminate on November 4, 2021.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Stephen Theall, at (209) 830-3309 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [x ☒] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature	Title
33-0259359	
IRS Identification Number	
Parent Insitute For Quality Education	
Title	
3641 Mitchell Rd., Ste. H	
Address	
Ceres, CA 95307	

Tracy Unified School District
Date
Account Number to be Charged
Department/Site Approval
Budget Approval
Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 16, 2021
SUBJECT: **Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Art Freiler School**

BACKGROUND: Tracy Unified School District (TUSD) provides mental health support services to students with psychosocial-emotional and emotional challenges that serve as a barrier to their academic success and overall well-being. It is imperative to provide support services in a school setting in order to improve school climate and student success. Sow A Seed Community Foundation will facilitate age-appropriate cognitive behavioral or other therapeutic groups to help children and youth practice impulse control, emotional regulation, positive & affirming relationships with peers and adults, etc. Group activities will follow an approved evidence based curriculum.

RATIONALE: A multi-tiered system of supports is the District's framework to identify levels of social-emotional interventions. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to students who are struggling to meet academic, attendance, and/or behavioral expectations within a school setting. The District benefits greatly from having schoolbased mental health support services across all schools, particularly Title I schools and with a high percentage of free and reduced lunch. A partnering agency of the PEI Project 5, Sow A Seed Community Foundation will provide mental health support services to TUSD's schools with the highest percentage of free and reduced lunch applicants. Additionally, this service aligns with TUSD's LCAP Goal #2: Provide a safe and equitable learning environment for all students and staff.

FUNDING: Total cost is \$37,844.00. Funding will be provided by Title I funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Art Freiler School.

Prepared by: Stephen Theall, Art Freiler 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 Sow A Seed Community Foundation, 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: Through the Prevention & Early Intervention (PEI) Project 5: School-based Interventions for Children and Youth and San Joaquin County Behavioral Health Services (SJCBS), Sow A Seed Community Foundation will facilitate age-appropriate cognitive behavioral or other therapeutic groups to help children and youth practice impulse control, emotional regulation, positive & affirming relationships with peers and adults, etc. Group activities will follow an approved evidence based curriculum. Services will be provided to Art Freiler School during the 2021-2022 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 10 mos./ 35 weeks () [] HOURS [] DAYS, under the terms of this agreement at the following location Art Freiler School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 37,844.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 37,844.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 23, 2021, and shall terminate on June 30, 2021.

5. This agreement may be terminated at any time during the term by either party upon 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, Stephen Theall, at (209) 830-3309 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ **WILL** ☐ **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____

Title _____

Address _____

Tracy Unified School District _____

Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 19, 2021
SUBJECT: **Approve Out-of-State Travel to Las Vegas, NV for the Media/Video Production Teacher to attend the NAB Show (National Association of Broadcasters): Where Content Comes to Life on October 9-13, 2021**

BACKGROUND: Over the past five years, the Kimball High School Media and Video Production Department, under the direction of educator Melissa Burkert, has expanded its program exponentially, through the support of the CTE program and Tracy Unified School District. With this support, the program has become an A-G Course in the ART category and has been awarded articulation with Delta College for college credits. This program has also worked closely with the City of Tracy in filming city and charity events as well as District events. Many students have either been placed in full time jobs following graduation or been assisted in acceptance to film colleges to pursue their careers.

RATIONALE: With your approval for the Media and Video Department teacher, Melissa Burkert, to attend the NAB Show, she will have the unique experience to converge with electronic media professionals and other educators to develop and explore new and innovate ways to create, manage and deliver the ever-expanding technology of video production. Over several days, Ms. Burkert will have the opportunity to choose from over 250 training sessions on media pedagogy, then taking that new knowledge directly back to the classroom. This knowledge will continue to expand the curriculum and maintain the rigor and relevance of the program.

FUNDING: Conference admission, lodging and transportation costs will total approximately \$4,000. The entire cost has been approved and budgeted for through CTE from the Perkins Grant managed by Mr. Strube.

RECOMMENDATION: Approve Out-of-State Travel to Las Vegas, NV for the Media/Video Production Teacher to attend the NAB Show (National Association of Broadcasters): Where Content Comes to Life on October 9-13, 2021.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 7, 2021
SUBJECT: Ratify Overnight Travel for the Tracy High Cheer and Dance Team Camp in Manteca, CA at the Great Wolf Lodge, July 24 – July 27, 2021

BACKGROUND: Tracy High Cheer and Dance would like to request overnight travel to Summer Camp at the Great Wolf Lodge in Manteca CA 19088 McKinley Ave. July 24-27th. The purpose of this camp is to assist in the cohesiveness of the teams as well as learning new material for the season. The approximate cost per attendee is \$550 and is being attended on a volunteer basis and funded by their parent or legal guardian. Tracy High will have approximately 50 athletes attending camp, there will also be four coaches attending. Our focus will be on development of skills, learn new choreography and team bonding. Their parent both to and from the camp location will transport athletes. We are requesting a ratified approval, as we were wanting on the county's decision to allow summer camp with new guidelines.

RATIONALE: The purpose of this camp is to focus on developing skills, learn choreography, and learn proper techniques for safe stunting and bond as a team. This is a voluntary camp; no student is required to attend in order to be on the dance or cheer team. 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 be provided instruction by UCA and UDA qualified personnel and will adhere to local and state guidelines as it pertains to Covid.

FUNDING: Lodging, meals and transportation costs will total approximately \$550 per student. As this is a voluntary event, students are responsible to pay for their camp fees. There will be a fundraiser event in June to offset the cost for all participants.

RECOMMENDATION: Ratify Overnight Travel for the Tracy High Cheer and Dance Team Camp in Manteca at the Great Wolf Lodge, July 24 – July 27, 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: July 1, 2021
SUBJECT: Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending July 15, 2021

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

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

FUNDING: No cost.

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

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

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

District: Tracy Unified School District

Person completing this form: Tania Salinas Title: Continuous Improvement State & Federal Programs

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

Date for information to be reported publicly at governing board meeting: August 10, 2021

Please check the box that applies:

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

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Dr. Brian Stephens
 Print Name of District Superintendent

Brian Stephens
 Signature of District Superintendent

7/15/21
 Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 2, 2021
SUBJECT: Approve Service Agreement for LifeChangers Int. LLC Motivational Speaker at Williams Middle School on August 23, 2021

BACKGROUND: Due to the recent changes that came along with the pandemic, students have been unable to be campus as a school full time since 2019. We plan to make their transition back on campus full time go smoothly by encouraging our students early on to set goals, stay focused, and work hard. One of the ways we plan to do this is by inviting a guest speaker onto campus who will motivate students on topics that include, responsibility, attendance, work ethic, accountability, integrity, making good decisions, and character development.

RATIONALE: This aligns with Strategic Goal #2: Provide a safe and equitable learning environment (Including decreasing chronic absenteeism and reducing suspension rates).

FUNDING: Assemblies are budgeted on our site plan goal #2. The cost, not to exceed \$5,000, will be paid from Targeted Funds/LCAP.

RECOMMENDATION: Approve Service Agreement for LifeChangers Int. LLC Motivational Speaker at Williams Middle School on August 23, 2021.

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

1. Contractor shall perform the following duties: Guest speaker will give three, 45 minute presentation on August 23, 2021.
Topics will include character pillars, character development as well as goal setting.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2.5 () [X] HOURS [] DAYS, under the terms of this agreement at the following location Williams Gymnasium.

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

- a. District shall pay \$ 5,000.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 5,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] 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 August 23, 2021, and shall terminate on August 24, 2021.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Miguel Romo, at (209) 830-3345 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [☒] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____
*** 71-1004237

Title _____
*** speaker

Address _____
--- 9630 Bruceville Rd Ste 106-240
*** Elk Grove CA
95757

Tracy Unified School District

Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: July 28, 2021
SUBJECT: Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Burstein, Michael Principal	BES	07/30/2021	Personal
Johnson, Melissa Program Specialist	Special Education	07/31/2021	Personal
Lenz, Jaymie Psychologist	District Wide	06/30/2021	Personal
Stagnaro, Michael Assistant Principal	WHS	07/23/2021	Accepted Principal position

BACKGROUND:**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Dander, Mireya SDC	THS	07/16/2021	Personal
Donovan, Jennifer 5 th grade	NES	07/16/2021	Personal
Harmsen, Holly 2 nd grade	NES	06/28/2021	Personal
Kelly, Laura Ag Science	THS	06/30/2021	Personal
Oliveira, Kathleen 2 nd grade	NES	06/30/2021	Personal
Pereira, Michelle Mathematics	WHS	06/30/2021	Personal
Pickering, Juliana 5 th grade	KES	08/02/2021	Personal
Quintana, Antonio 6 th grade	KES	06/30/2021	Accepted Assistant Principal position
Ramirez, Damien 6 th grade	WMS	06/30/2021	Personal
Rosenblum-Stime, Celia Music	SWP	08/03/2021	Personal
Strelka, Meagan 4 th grade	CES	06/30/2021	Accepted Assistant Principal Position
Tuttle (Hicks), Terra ELA/Art	SHS	08/06/2021	Personal
Wall, Tim English	KHS	06/30/2021	Personal
White, Cynthia SDC	DR	06/30/2021	Personal

BACKGROUND:**CERTIFICATED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Melgarejo, Jose	THS	06/30/2021	Personal

Spanish

Yano, Sandra (Michele) Kindergarten	CES	05/28/2021	Personal
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BACKGROUND:

NAME/TITLE

SITE

CLASSIFIED RETIREMENTS

EFFECTIVE
DATE

REASON

Guillen, Tina Elementary Attendance Clerk	Central	6/30/21	Retirement
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Walsh, Sharon Computer Software Tech	Jacobson	6/30/21	Retirement
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BACKGROUND:

NAME/TITLE

SITE

CLASSIFIED RESIGNATION

EFFECTIVE
DATE

REASON

Aguilar, Maria Carmen Food Service Worker	Tracy High	6/30/21	Accepted a Food Service Worker position at a different school
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Arreola Salcido, Ramon Special Ed Para Educator	District Wide	8/5/21	Accepted a Para Para Educator (PE) position
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Arroyo, Susana Utility Person II	Kimball High	7/18/21	Accepted a School Security II position
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Butler, Shorei Secretary to the Director of Professional Learning/Curriculum	Professional Learning/Curriculum	8/6/21	Personal
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Christopher, Terra Special Ed Para Educator	McKinley	8/5/21	Accepted a Special Ed Para Educator position w/ more hrs
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Cuellar, Veronica School Supervision Assistant	North	8/5/21	Accepted a Food Worker position
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Daniel, Kacy Food Service Worker	Tracy High	8/5/21	Accepted a Food Service Worker II position
Duarte, Nicole IEP Para Educator	Bohn	8/5/21	Accepted a Special Ed Para Educator position
Erickson, Chrystal Food Service Worker	West High	6/30/21	Accepted a Food Service Worker position w/more hrs.
Faaborg, Charity Food Service Worker	Williams	8/5/221	Accepted a Food Service Worker II position
Guerrero, Enedina Translator Clerk Typist	Monte Vista	7/9/21	Personal
Harris, Jack Utility Person III	MOT	8/5/21	Accepted a Bus Driver position
James, Freddy Utility Person III	MOT	6/30/21	Accepted a Utility Person III position, Days
Jett, Andrea Special Ed Para Educator	Hirsch	8/5/21	Accepted a Para Educator position
Lopez Ortiz, Brenda Bilingual Para Educator	SWP	8/5/21	Accepted a Bilingual Para Educator position
Meyers, Elissa IEP Para Educator	McKinley	8/5/21	Accepted a Special Ed Para position
Minten, Melissa Food Service Worker	Kimball High	6/30/21	Accepted a Food Service Worker position w/ more hrs.
Navarro, Lisa Adult School Para Professional	Adult School	8/5/21	Accepted an Adult School Para Professional II position
Plank, April School Supervision Assistant	Kelly/Hirsch	8/5/21	Accepted a Para Educator position
Ruiz De Fuentes, Isabel Food Service Worker	West High	8/5/21	Accepted a Food Service Worker position w/ more hrs

Serrano, Maria Food Service Worker	Monte Vista	8/5/21	Accepted a Food Service Worker position w/more hrs
Sharma, Roshine Food Service Worker II	West High	8/5/21	Accepted a Food Service Worker II position early shift
Shergill, Vimaljit Food Service Worker	North	6/30/21	Accepted a Food Service Worker position w/ more hrs
Virgen Casa, Rocio Parent Liaison	Kelly/Kimball	7/29/21	Accepted a H.S. Administrative Secretary position
Zuniga, Tanya Special Ed Para Educator	Poet	7/1/21	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: July 28, 2021
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

MANAGEMENT/CLASSIFIED
CONFIDENTIAL

Abad, Melanie Ann	Williams Middle School- School Counselor (New) LMP, "A", 5 \$74,591.40 Fund: ESSER
Allen, Alexandra	West High School- School Counselor (New) LMP, "A", 7 \$77,034.75 Fund: ESSER
Batther, Jaskaran	Poet/North School- School Counselor (New) LMP, "A", 5 \$74,591.40 Fund: ESSER
Baumann, Marji	Villalovo Elementary- Principal (Replacement) LME, "E", 54 \$134,793.00 Fund: General
Davis, Sarah	Monte Vista Middle School- School Counselor (New) LMP, "A", 5 \$74,591.40 Fund: ESSER

Dhillon, Shareen	District Education Center- Speech-Language Pathologist (New) LMP, "C", 8 \$90,326.00 Fund: General
Hoffman, Jenny	Tracy High School- School Counselor (Replacement) LMP, "H", 7 \$107,852.55 Fund: General
Inocencio, Dionisia	District Wide- School Psychologist (Replacement) LMP, "A", 8 \$81,918.24 Fund: General
Manley, Charles	Tracy High School- School Counselor (Replacement) LMP, "A", 7 \$77,034.75 Fund: General
Morales-Villa, Mercedes	Monte Vista/Williams Middle School-School Counselor (Replacement) LMP, "A", 5 \$74,591.40 Fund: General
Quintana, Antonio	Williams Middle School- Assistant Principal (Replacement) LME, "A", 51 \$100,598.00 Fund: General
Quintana, Erin	District Education Center- Director of Professional Learning & Curriculum (Replacement) LME, "E", 58 \$156,736.00 Fund: General
Robles, Erica	Kimball High School-School Counselor (New) LMP, "C", 7 \$85,060.95 Fund: ESSER
Rodriguez, Heather	George Kelly School- 5 th Grade (Replacement) "A", Class I, Step 1 \$51,653.58 Fund: General

Sanny, Jonathan	Tracy High School-School Counselor LMP, "A", 7 \$77,034.75 Fund: ESSER
Stagnaro, Michael	Bohn Elementary School- Principal LME, "E", 54 \$136,691.10 Fund: General
Strelka, Meagan	Monte Vista Middle School- Assistant Principal (Replacement) LME, "A", 51 \$100,598.00
Thao, Mida	District Wide- School Psychologist (Replacement) LMP, "A", 8 \$81,918.24 Fund: General
Torres, Juliana	District Wide- School Psychologist (Replacement) LMP, "A", 8 \$81,918.24 Fund: General

BACKGROUND:

CERTIFICATED

Akhtar, Abraham	West High School- Social Science Teacher (New) "B", Class III, Step 1 \$54,668.00 Fund: General
Border, Kayla	North Elementary School- 6 th Grade Teacher (New) "A", Class I, Step 1 \$52,219.00 Fund: General
Cornejo Gonzalez, Rosario	Jacobson Elementary School- 4 th Grade Teacher (Replacement) "A", Class I, Step 1 \$52,219.00 Fund: General
Day, Steven	Kimball High School- SDC Mild/Moderate Teacher (Replacement) "A", Class I, Step 1 \$52,219.00 Fund: General

Del Rosario, Laarnie	Tracy High School- RSP Mild/Moderate (Replacement) "B", Class III, Step 1 \$54,668.00 Fund: General
Dunnell, Joyce	District Wide- Home Hospital Teacher (Replacement) "A", Class I, Step 1 \$52,219.00 Fund: General
Engelman, Ryne	Williams Middle School- P.E. Teacher 80%FTE (Replacement) "A", Class I, Step 1 \$41,775.20 Fund: General
Erwin, Kyle	Williams Middle School- RSP Mild/Moderate (Replacement) "A", Class I, Step 1 \$52,219.00 Fund: General
Farmer, Audrianna	West High School- Agriculture Science Teacher (Replacement) "A", Class I, Step 1 \$52,219.00 Fund: General
Freitas, Jackie	Williams Middle School- RSP Mild/Moderate "A", Class I, Step 1 \$52,219.00 Fund: General
Hall, Christina	South/West Park Elementary- 4 th Grade Teacher (New) "A", Class I, Step 1 \$52,219.00 Fund: General
Hawkins-Peralta, Monica	Tracy Independent Study Charter- RSP/SDC Teacher (New) "B", Class VI, Step 18 \$94,504.00 Fund: General
Hunt, Jason	North School- SDC Teacher (New) "A", Class II, Step 1 \$52,219.00 Fund: General
Hupman, Tida	West High School- Social Science RSP Teacher (Replacement)

	"B", Class IV, Step 12 \$76,968.00 Fund: General
Hypolite, La Tasha	North School- 6 th Grade Teacher (New) "A", Class I, Step 1 \$52,219.00 Fund: General
Johnson, Spencer	West High School- English Language Arts Teacher (Replacement) "A", Class I, Step 1 \$52,219.00 Fund: General
Leonard, Charles	North- Music Teacher (Replacement) "A", Class I, Step 1 \$52,219.00 Fund: General
Locke, Katelynn	Williams Middles School- 6 th Grade Teacher (Replacement) "A", Class I, Step 1 \$52,219.00 Fund: General
Lopez-Chann, Marlene	Central Elementary School- 5 th Grade Teacher (Replacement) "A", Class I, Step 1 \$52,219.00 Fund: General
Martinez Garcia, Fredy	Monte Vista Middle School- RSP Mild/Moderate (New) "A", Class I, Step 1 \$52,219.00 Fund: General
Mason, Anne-Marie	Professional Learning & Curriculum- TOSA "B", Class IV, Step 1 \$56,570.00 Fund: Expanded Learning Grant
Mason, Dominique	Williams Middle School- ELA Teacher (Replacement) "A", Class I, Step 1 \$52,219.00 Fund: General
Mate, Robert	Kimball High School- Chemistry Teacher (Replacement) "A", Class I, Step 1 \$52,219.00

	Fund: General
Mizuno, Grant	Kimball High School- Math Teacher (Replacement) "B", Class IV, Step 1 \$56,570.00 Fund: General
Myers, Taylor	West High School- Agriculture Chemistry Teacher (Replacement) "A", Class I, Step 1 \$52,219.00 Fund: General
Nicolaysen, Callista	Tracy High School- English Teacher (Replacement) "B", Class III, Step 1 \$54,668.00 Fund: General
Noble, Allison	Central Elementary School- 5 th Grade Teacher (New) "A", Class I, Step 1 \$52,219.00 Fund: General
Patel, Avisha	West High School- Math Teacher (Replacement) "A", Class I, Step 1 \$52,219.00 Fund: General
Pettigrew, Chad	Williams Middle School- English Language Arts Teacher (New) "B", Class V, Step 1 \$54,540.00 Fund: General
Pytlik, Alyssa	George Kelly Elementary School- 6 th Grade Teacher (Replacement) "A", Class I, Step 1 \$52,219.00 Fund: General
Rajesh, Chandrababha	Jacobson Elementary School- 3 rd Grade Teacher (Replacement) "A", Class I, Step 1 \$52,219.00 Fund: General
Ramsey, Betsy	South/West Park School- 3 rd Grade Teacher (Replacement) "A", Class I, Step 1 \$52,219.00 Fund: General
Rizvi, Sara	West High School- Chemistry Teacher (Replacement) "A", Class I, Step 1

	\$52,219.00 Fund: General
Rodriguez, Jacob	Poet Christian School- P.E. Teacher (Replacement) "A", Class I, Step 1 \$52,219.00 Fund: General
Seierup, Monica	Bohn Elementary School- 2 nd Grade (Replacement) "A", Class I, Step 1 \$52,219.00 Fund: General
Stiles, Kristine	Villalovoz Elementary School- 4 th Grade (New) "A", Class I, Step 1 \$52,219.00 Fund: General
Swall, Kelsey	Tracy High School- Agriculture Science Teacher (New) "A", Class III, Step 1 \$54,668.00 Fund: General
Tamez, Jessica	Art Freiler- SDC Teacher (New) "A", Class V, Step 1 \$52,219.00 Fund: General
Vang, Thao	West High School-Physics Teacher (Replacement) "A", Class I, Step 1 \$52,219.00 Fund: General
Vidal, Desiree	West High School- English Teacher (Replacement) "A", Class I, Step 1 \$52,219.00 Fund: General
Wichman, Casey	West High School- P.E. Teacher (New) "B", Class III, Step 3 \$56,572.00 Fund: General
Widmer, Kristine	Central Elementary-4 th Grade Teacher (Replacement) "B", Class III, Step 1 \$54,668.00 Fund: General
Wills, Bonnie	Central Elementary School- 3 rd Grade Teacher (Replacement) "B", Class VI, Step 22 \$101,195.00

Fund: General

Winter, Corey

Monte Vista Middle School- 6th Grade Teacher
(Replacement)
"A", Class I, Step 1
\$52,219.00
Fund: General

Ybarra, Erica

South/West Park School- 3rd Grade Teacher (New)
"A", Class I, Step 1
\$52,219.00
Fund: General

BACKGROUND:

MANAGEMENT/CLASSIFIED
CONFIDENTIAL

Vollbrecht, Denise

Personnel Technician (New)
Human Resources
8 hours per day
Range 13, Step D/LMH - \$32.63 per hour
Funding: General Fund

BACKGROUND:

CLASSIFIED

Aguilar, Maria Carmen

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

Aldridge, Tiffany

School Supervision Assistant (Replacement)
Central
1 hour per day
Range 21, Step C - \$15.93 per hour
Funding: General Fund

Arreola Salcido, Ramon

Para Educator (PE) (Replacement)
Williams Middle School
6 hours per day
Range 24, Step E - \$18.72 per hour
Funding: General Fund Unrestricted

Arroyo, Susana

School Security Person II (Replacement)

	<p>MOT 8 hour per day Range 35, Step E - \$24.20 per hour Funding: General Fund Unrestricted</p>
Bailey, Gerrod	<p>Irrigation Specialist/Grounds Mechanic (Replacement) MOT 8 hours per day Range 36, Step C - \$22.56 per hour Funding: Ongoing and Major Maintenance</p>
Carballo Rivas, Roxana	<p>Parent Liaison (Replacement) Poet/Freiler 8 hours per day Range 28, Step B - \$17.87 per hour Funding: Targeted EL</p>
Christopher, Terra	<p>Special Ed Para Educator (Replacement) Poet Christian 6.5 hours per day Range 24, Step E - \$18.72 per hour Funding: Special Education</p>
Costa, Michiko	<p>Para Educator (Replacement) George Kelly 3 hours per day Range 24, Step A - \$15.56 per hour Funding: Targeted EL</p>
Costa, Michiko	<p>Para Educator (Replacement) George Kelly 3 hours per day Range 24, Step A - \$15.56 per hour Funding: Targeted EL</p>
Cuellar, Veronica	<p>Food Service Worker (New) McKinley 3 hours per day Range 22, Step E - \$17.87 per hour Funding: Child Nutrition School Program</p>
Daniel, Kacy	<p>Food Service Worker II (Replacement) Tracy High 7 hours per day Range 24, Step E - \$18.72 per hour Funding: Child Nutrition School Program</p>
Duarte, Nicole	<p>Special Ed Para (Replacement) Bohn 6.5 hours per day</p>

Range 24, Step E - \$18.72 per hour
Funding: SP ED – Idea Bas Gmt Entl

Erickson, Chrystal	Food Service Worker (Replacement) West High 6 hours per day Range 22, Step C - \$16.28 Funding: Child Nutrition School Program
Faaborg, Charity	Food Service Worker II (Replacement) Williams Middle School 7 hours per day Range 24, Step E - \$18.76 per hour Funding: Child Nutrition School Program
Fulkerson, Janet	Elementary Attendance Clerk (Replacement) Hirsch 8 hours per day Range 28, Step E - \$20.56 per hour Funding: General Fund
Galik, Barbara	Bus Driver (Replacement) Transportation 8 hours per day Range 38, Step D - \$24.79 per hour Funding: Special Ed Transportation
Gomes, Lisa	Bus Driver (Replacement) Transportation 5.5 hours per day Range 38, Step C - \$23.67 per hour
Harris, Jack	Bus Driver (New) Transportation 8 hours per day Range 38, Step E - \$26.00 per hour Funding: Special Ed Transportation
James, Freddy	Utility Person III (Replacement) MOT 8 hours per day Range 38, Step D - \$24.79 per hour Funding: Home to School Transportation, General Fund, Ongoing and Major Maintenance

Jett, Andrea	Para Educator (Replacement) Hirsch 3 hours per day Range 24, Step D - \$17.87 per hour Funding: Targeted SES
Lopez Ortiz, Brenda	Bilingual Para Educator (Replacement) South West Park 5.5 hours per day Range 24, Step E - \$18.72 per hour Funding: Targeted EL
Matsuda, Greg	Utility Person II (New) MOT 8 hours per day Range 35, Step B - \$21.05 per hour Funding: General Fund
Meyers, Elissa	Special Ed Para Educator (Replacement) McKinley 4 hours per day Range 24, Step D \$17.87 per hour Funding: IASA – Title I EVEN Strt Mig Ed
Minten, Melissa	Food Service Worker (Replacement) Kimball High 4 hours per day Range 22, Step E - \$17.87 per hour Funding: Child Nutrition School Program
Moschetti, Thao	Elementary Attendance Clerk (Replacement) Central 8 hours per day Range 28, Step B - \$17.87 per hour Funding: General Fund
Navarro, Lisa	Adult School Para Professional II (Replacement) Adult School 6 hours pe day Range 30, Step A - \$17.87 per hour Funding: PR 6390 Adult Education
Nervis, Robert	Utility Person II (New) MOT 8 hours per day Range 35, Step A - \$20.10 per hour

	Funding: General Fund
Plank, April	Para Educator (Replacement) Jacobson 3 hours per day Range 24, Step D \$17.87
Ruiz De Fuentes	Food Service Worker (Replacement) West High 6 hours per day Range 22, Step C -- 16.28 per hour Funding: Child Nutrition School Program
Serrano, Maria	Food Service Worker (Replacement) Monte Vista 7 hours per day Range 22, Step E - \$17.87 per hour Funding: Child Nutrition School Program
Sharma, Roshine	Food Service Worker II (Replacement) West High 7 hours per day Range 24, Step E - \$18.72 per hour Funding: Child Nutrition School Program
Shergill, Vimaljit	Food Service Worker (Replacement) West High 4 hours per day Funding: Child Nutrition School Program
Virgen Casa, Rocio	H.S. Administrative Secretary (Replacement) Kimball High 8 hours per day Range 32, Step E - \$22.56 per hour Funding: General Fund

BACKGROUND:

Bell, Brandon

COACHES

Football – Varsity Assist
Kimball High
Stipend: 5248.13

Moore, Kenneth	Football – Varsity Assist Kimball High Stipend: 5248.13
Quintana, Michael	Tennis – Boys' Kimball High Stipend: \$4034.50
Quintana, Michael	Tennis – Girls' Kimball High Stipend: 4034.50
Ramos, Adrian	Football – Varsity Assist Kimball High Stipend: 5248.13
Ransom, Katia	Football – Soph Assist Kimball High Stipend: 6051.75
Tailes, Armando	Baseball – Varsity West High Stipend: \$6051.75
Wichman, Casey	Athletic Director West High Stipend: \$8069.00

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 for Human Resources
DATE: July 26, 2021
SUBJECT: Approve a Variable Term Waiver for Multiple Subject Teacher-Various

BACKGROUND: For the 2020-2021 extended school year Tracy Unified School District will request a waiver for Multiple Subject teacher, Aneela Amer, to allow her to complete requirements of her current Multiple Subject teaching credential. The waiver request is needed to allow Aneela Amer time to pass the basic skills requirement, CBEST, exam.

For the 2021-2022 school year Tracy Unified will request a waiver for Multiple Subject, BCLAD teacher, Zulema Carrillo. The waiver request is needed to allow Zulema Carrillo additional time to complete credentialing program at CSU Stanislaus.

RATIONALE: In reviewing staffing for the 2020-2021 extended school year, it has been determined that Tracy Unified School District has a need for a Variable Term Waiver for a Multiple Subject teaching position.

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 with BCLAD teaching position.

FUNDING: None.

RECOMMENDATION: Approve a Variable Term Waiver for Single Subject Teacher- Various.

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.

Aneela Amer, Summer Extended School Year (Title I), Grade: Kinder
Zulema Carrillo, 2021-2022 School Year, Grade 1st Grade Bilingual-South/West Park

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: July 30, 2021
SUBJECT: Approve Practicum Students, Student Teachers, and Teacher Interns Agreement with Alliant University

BACKGROUND: Tracy Unified School District Currently employs interns through a number of colleges and universities. This has aided the District in increasing the number of candidates that are available for a variety of positions within the District. An agreement between Alliant University and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective August 11, 2021 for a period of three calendar years.

RATIONALE: By adding Alliant University's Practicum Students, Student Teachers, and Teacher Interns program the District will expand its pool of applicants. This agenda item meets strategic goal #2- Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: None.

RECOMMENDATION: Approve Practicum Students, Student Teachers, and Teacher Interns Agreement with Alliant University.

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



**Alliant International University
California School
of Education**

**MEMORANDUM OF UNDERSTANDING
Between
ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA BENEFIT
CORPORATION
And
Tracy Joint Unified School District**

Alliant International University, Inc., a California Benefit Corporation (the "University"), and Tracy Joint Unified School District (the "District") agree to the following conditions that apply to Practicum Students, Student Teachers, and Teacher Interns (collectively, "Interns") who are or will be enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the California School of Education at Alliant International University and will be serving their Practicum or Internship in the District. Interns nominated by either the University or the District shall be mutually acceptable by both the University and the District, and shall be subject to a mutually acceptable placement within the District. This Memorandum of Understanding shall become effective August 11, 2021 for a period of three (3) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days' written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any Intern who has been placed with the District prior to the effective date of termination.

Subject to the suspension of any requirements pursuant to Executive Order N-66-20 or other related Executive Orders.

The University agrees and certifies that:

1. Each Candidate shall have passed the Basic Skills Requirement or California Educational Basic Skill Test (CEBST) and, for Student Teachers and Teacher Interns, required subject matter competency prior to assuming Student Teaching or Intern services or responsibilities.
2. Each Candidate shall possess a Bachelor's Degree, documented by official transcripts with a minimum overall GPA of 2.5. Teacher Credential Interns shall have passed the subject matter requirement.
3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 400 hours of verified Practicum experience, and each School Counseling Intern shall have a minimum of 100 hours of verified Practicum experience.
4. Each Teacher Intern shall have passed U.S. Constitution coursework or examination.
5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by University personnel, including but not limited to the University faculty and the University field supervisor as directed by the California Commission on Teacher Credentialing Standards.
6. University Supervisors will observe and evaluate Teacher Interns at least three (3) times during an 8-week term and allocate time with each Intern after each visit to discuss the video observation.

7. Alliant Personnel will interact with District Support Providers at the beginning of the Candidate's field placement in order to establish roles and duties in order to best support the Candidate.
8. For Teacher Education programs, District Support Providers will be required to provide one evaluation per Alliant academic term (8 weeks) using Alliant's evaluative matrix based on the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).
9. The University agrees to pay a stipend to master teachers in the amount of \$175 per 8-week term.

The District agrees and certifies that:

1. The purpose of the Internship Program is to add to the pool of qualified teachers, school psychologists, or school counselors that the District has continually sought to maintain.
2. The Intern's services shall meet the instructional or service needs of the District.
3. The District and Student Teacher or Intern agree to provide quality educational experience to their students through synchronous, asynchronous, in-person and / or online/ distance learning environments.
4. The District and Student Teacher or Intern understand they will be requested to use Video Progress Assessments, Teacher Candidates are required to show their ability to conduct a lesson to, at minimum, a small group of at least 4 students.
5. Each Intern shall be assigned as an Intern under a contract with an appointment of at least .60 FTE of her/his workday, and placed in a job that shall allow for substantial experience in instructional or service duties.
6. No appointment shall be made unless the prospective Intern provides proof of fingerprint clearance or a photocopy of a California teaching permit, and verification that he or she is free from tuberculosis.
7. No Intern shall displace any fully credentialed employee in the District.
8. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by the California Commission on Teacher Credentialing Standards.
9. The District and the University, in partnership, must provide support for each Intern.
10. The District and University, in partnership, must provide a total of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).
11. The Intern's salary shall not be reduced to pay for the supervision of the Intern.
12. The District/School agrees that Student Teacher Candidates shall not receive compensation for hours accrued during their Clinical Practice course work.
13. District Support Providers will interact with Alliant Personnel at the beginning of the candidate's field placement in order to establish roles and duties in order to best support the candidate.
14. The District Support Provider will observe and evaluate each Intern Teacher at least one time during a term (4 times in an academic year because the candidate is required to complete four 8-week terms of clinical practice over the course of the academic year) and allocate time with each Intern after each visit to discuss the observation. The District Support Provider will provide evidence of each observation and evaluation to the University Supervisor.

15. District Site Support Providers must hold credentials in the same areas as the Interns they support and/or hold an Administrative Services Credential.
16. All Intern Teachers and Student Teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, at least 10% of the student body must be comprised of each of the following: ELLs, students with disabilities, and students from a low socioeconomic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas, the District understands that for each percentage point below that threshold, the candidate will be required to observe for two (2) full days in either an ELL classroom, a Special Education classroom, or a classroom at a Title I school, depending on the area or areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups.
17. District Intern Support Providers, and master teachers must have a minimum of three (3) years' teaching experience, have a Clear Credential in the credential area they are supervising (or an Administrative Service Credential), and have a Master's degree or equivalent. The District confirms that its Intern Support Providers have been adequately trained in their supervisory roles.

INSURANCE

Alliant International University, Inc. shall maintain commercial general liability insurance from an insurance carrier with an AM Best rating of A- VII or better in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate, and shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

The District shall provide and maintain commercial general liability insurance acceptable to Alliant International University, Inc., or utilize a program of self-insurance in the minimum amounts of \$1,000,000 combined single limit, \$3,000,000 general aggregate, and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

Alliant International University does not furnish workers' compensation for students participating in this program. It is understood that Student Teachers are not employees of the District. Alliant International University, Inc., at its discretion, may maintain at its sole expense workers' compensation and employer's liability for students who are participating in its program.

NON-DISCRIMINATION, HARASSMENT, RETALIATION CLAUSE

The University and the District agree to abide by the requirements of all federal and state laws regarding prohibited discrimination, harassment, and retaliation, as well as equal opportunity, including, but not limited to: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Employment & Housing Act of 1968, as amended, the California Unruh Civil Rights Act, the California Fair Pay Act, and the California Fair Employment & Housing Act of 1959, as amended.

The University and the District agree not to discriminate in their enrollment and employment practices, and will render services under this Memorandum of Understanding without regard to an individual's age, race, color, religion, creed, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender expression, gender identification, national origin, ancestry, genetic information, military or veteran status, political affiliation, disabilities, or any other legally protected status. The University and the District will not permit harassment against individuals based on any of the aforementioned characteristics, nor will they permit retaliation against any individual who makes a good faith complaint regarding discrimination or harassment. Any act of discrimination, harassment, or retaliation committed by the University or the District or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Memorandum of Understanding.

MUTUAL HOLD HARMLESS AND INDEMNIFICATION; LIMITATION OF LIABILITY; STUDENT STATUS

The University shall hold harmless, defend and indemnify the District and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the University, its officers, employees, or student teachers, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees and agents.

The District shall hold harmless, defend and indemnify the University and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the District, its officers, employees, or agents, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees and agents.

Except for the indemnifying party's obligations pursuant to the immediately preceding two paragraphs or the other party's gross negligence or willful misconduct: (i) neither party shall be liable to the other party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits), and/or reasonable attorneys' fees and costs, arising in any way out of this Memorandum of Understanding, however caused and on any theory of liability.

Subject to the first two paragraphs of this section, a party shall have no liability to the other party for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the parties involved and such course of conduct did not constitute gross negligence or intentional misconduct.

The parties to this Memorandum of Understanding hereby assert that no liability is assumed by either party for damages or injuries which arise from participants independently traveling to or from service sites.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance and the University does not maintain worker's compensation insurance for student coverage.

The parties to this Memorandum of Understanding also agree that each is responsible only for the actions of their respective officers, agents, and employees. Neither party hereto is to be considered the agent of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract or assume any obligation for the other party or to make any warranty or representation on behalf of the other party.

CONFIDENTIALITY

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), and that the permission of students must be obtained before student data can be released to anyone.

The parties' mutual understanding on the treatment of Confidential Information (as defined below) is as follows:

1. The District and the University shall not, and shall not permit any of their respective employees, agents or contractors, to use, reproduce, distribute, publish, disclose, transmit or otherwise transfer, directly or indirectly, to any other person, organization or entity, any Confidential Information of the other party (or any portion thereof), except (i) to the extent necessary to perform its obligations to the other party in connection with this Memorandum of Understanding; or (ii) with the prior written permission of the other

party. Each party agrees to disclose the Confidential Information of the other party solely to those of its employees, agents and contractors having a good faith need to know such information. Each party shall protect the Confidential Information of the other party by exercising at least the same measures that such party uses to protect its own confidential information of like character, which shall be no less than a reasonable standard of care. Each party shall be held responsible for any and all breaches of this paragraph by or through any employee, agent or contractor of such party. Each party shall (x) inform all employees, agents and contractors having access to any or all of the Confidential Information of the other party of the existence of this Memorandum of Understanding and the confidentiality obligations set forth herein; and (y) take sufficient steps to cause such employees, agents and contractors to observe the confidentiality obligations set forth herein. If either party or one of their employees, agents or contractors is compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand or similar process) to disclose any of the Confidential Information of the other party, that party shall provide the other party with prompt prior written notice of such compulsion so that the other party may seek, at its own expense, a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms of this Memorandum of Understanding.

2. As used herein, "Confidential Information" means all confidential information in documents or other tangible materials clearly marked as proprietary or confidential about, or disclosed by, either party to this Memorandum of Understanding, including knowledge, technical and business information relating to such party's products, research and development, production, costs, engineering processes, artwork, designs, computer software, formulas, methods, ideas, concepts, contemplated new services, improvements, associations with other organizations, profit or margin information, finances, customers, suppliers, marketing, and past, present or future business plans and business arrangements, and information concerning employees (including, in the case of the University and the District, faculty), Interns, and students or prospective students (provided any disclosure relating to any student or prospective student is permitted by and carried out in accordance with FERPA). Notwithstanding the foregoing, no information shall be deemed Confidential Information if such information: (i) is generally known to the public on the date of disclosure of same or becomes generally known to the public after such date through no breach of this Memorandum of Understanding or any other obligation of confidentiality; (ii) was known by the party receiving such information under this Memorandum of Understanding (the "Receiving Party") without any obligation to hold it in confidence at the time of disclosure; (iii) is received by the Receiving Party after the date of disclosure by the other party (the "Disclosing Party") hereunder from a third party without imposition, knowledge or breach of any obligation of confidentiality; (iv) is independently developed by the Receiving Party after the date of disclosure by the Receiving Party without access to Confidential Information of the Disclosing Party; or (v) is approved for release by written authorization of the Disclosing Party.
3. The District and the University acknowledge that the University's use of the internship programs may be subject to the privacy regulations outlined in FERPA, for the handling of such information. The District shall not knowingly disclose Confidential Information to any third party in violation of FERPA. The District represents and warrants that it will comply with FERPA to the extent applicable and will instruct its employees handling Intern student information provided by the University of its obligations under FERPA. The District further agrees that it will prohibit its employees from accessing any records of any student or prospective students at the University, including Interns, without a valid business reason to access such records.

GENERAL TERMS

This Memorandum of Understanding contains all of the terms and conditions between the parties. This Memorandum of Understanding may be revised or modified only by mutual agreement and written amendment signed by both parties.

Each party represents and warrants to the other party that: (i) it has all requisite power and authority to execute this Memorandum of Understanding and to perform its obligations hereunder; (ii) the execution, delivery and performance of this Memorandum of Understanding have been duly authorized and approved by each party, and

will not conflict with any agreement of, or law applicable to, such party; (iii) this Memorandum of Understanding is a valid and binding agreement of each party enforceable in accordance with its terms.

In addition to its representations in the immediately preceding paragraph, the District represents and warrants to the University that:

1. it is and will continue to be in compliance all applicable federal, state, and local laws, including without limitation all privacy, data protection, advertising and marketing laws, and contracts;
2. neither it nor any of its affiliates has been debarred or suspended, or engaged in any activity that is cause for debarment or suspension, pursuant to applicable state law; and
3. it shall take any and all actions, or refrain from or cease such actions, as is necessary to maintain the University's reputation, accreditation, state approvals, Title IV eligibility, and academic integrity, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. Part 668 Subpart F.

Neither party may, without written approval of the other, assign this Memorandum of Understanding or transfer its interest or any part thereof under this Memorandum of Understanding to any third party, except that a party may assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning party.

This Memorandum of Understanding constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

If any of the sections of this Memorandum of Understanding shall be deemed invalid, void, or for any reason unenforceable, that section shall be deemed severable and shall not affect the validity and enforceability of any remaining section.

Except for ancillary measures in aid of arbitration and for proceedings to obtain provisional or equitable remedies and interim relief, including, without limitation, injunctive relief, any controversy, dispute or claim arising out of or in connection with or relating to this Memorandum of Understanding, or the breach, termination or validity thereof or any transaction contemplated hereby (any such controversy, dispute or claim being referred to as a "Dispute"), shall be finally settled by arbitration administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), pursuant to its Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"). The parties understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury or hearing before an adjudicative agency, regarding any disputes and claims which they now have or which they may in the future have that are subject to arbitration under this Agreement. There shall be one neutral arbitrator that shall be mutually agreed to by the parties or, if the parties do not agree, then one shall be appointed pursuant to JAMS's procedures, in each case, within 30 business days of receipt of the demand for arbitration by the respondent(s) in any such proceeding. An arbitration pursuant to this paragraph shall take place in San Diego, California. A final award shall be rendered as soon as reasonably possible. The Arbitrator shall permit both parties to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. The arbitration decision or award shall be in writing. The arbitrator shall have the authority to award any relief authorized by law in connection with the asserted claims or disputes. Judgment on the decision or award rendered by the arbitrator may be entered and specifically enforced in any court having jurisdiction thereof. All arbitrations commenced pursuant to this Memorandum of Understanding, or any other related agreement or document, shall be consolidated and heard by the initially appointed arbitrator. The arbitration award or ruling shall provide for payment by the losing party of the fees and costs of the arbitration, including without limitation, the reasonable attorneys' fees and attorneys' costs incurred by the prevailing parties.

This Memorandum of Understanding, and any controversy arising out of or relating to this Memorandum of Understanding, shall be governed by and construed in accordance with the internal laws of the State of California,

without regard to conflict of law principles that would result in the application of any law other than the law of the State of California.

This Memorandum of Understanding may be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

The titles and subtitles used in this Memorandum of Understanding are used for convenience only and are not to be considered in construing or interpreting this Memorandum of Understanding.

All notices and other communications given or made pursuant to this Memorandum of Understanding shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page hereto, or to such facsimile number or address as subsequently modified by written notice given in accordance with this paragraph.

The Sections titled "Non-Discrimination, Harassment, and Retaliation Clause," "Mutual Hold Harmless and Indemnification; Limitation of Liability; Student Status," "Confidentiality," and "General Terms" shall survive the termination of this Memorandum of Understanding.

(Signatures on following page)

IN WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Memorandum of Understanding by their authorized representatives as of the date first written above.

Alliant International University, Inc.:

Dr. Kristy Pruitt, Dean
California School of Education
Alliant International University, Inc.

Date

Address:

10455 Pomerado Rd.
San Diego, CA 92131

Tracy Joint Unified School District:

Superintendent, Dr. Brian Stephens

Date

Address:

1875 West Lowell Avenue
Tracy, CA 95376



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: July 30, 2021
SUBJECT: **Approve Paid Student Internship Agreement with Merced County Office of Education**

BACKGROUND: Tracy Unified School District currently employs interns through a number of colleges, universities, and program. This has aided the District in increasing the number of candidates that are available for a variety of teaching positions within the district. An agreement between Merced County Office of Education and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be in effective as of August 11, 2021 through June 30, 2023.

RATIONALE: By approving this agreement with Merced County Office of Education, the District will expand its pool of applicants. This agenda item meets strategic goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Paid Student Internship Agreement with Merced County Office of Education.

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

AGENCY AGREEMENT

This Agency Agreement ("Agreement") is entered into between the **Merced County Office of Education** (hereinafter, "MCOE" or "Program Sponsor") and the **Tracy Unified School District** (hereinafter, "District" or "Employing Agency") (collectively, "Parties").

RECITALS

- A. WHEREAS, teacher intern programs are a partnership between the California Commission on Teacher Credentialing (CTC), approved Program Sponsor and the California Employing Agency that elects to employ an individual on the basis of an intern credential;
- B. WHEREAS, Intern program is a CTC-approved Program and District is an Employing Agency that elects to employ individuals on the basis of an intern credential;
- C. WHEREAS, District acknowledges that there is a shortage of teachers and that current certificated employees will not be displaced when hiring interns, and interns meet the *Every Student Succeeds Act* (ESSA) regulations and definitions, and the interns will be placed in a classroom to teach a subject area compliant with their district intern credentials;
- D. WHEREAS all parties are aware that intern credentials are limited to an EL authorization that satisfies requirements for Specially Designed Academic Instruction Delivered in English (SDAIE) and do not satisfy requirements to teach ELD in a departmentalized setting;
- E. WHEREAS, the supervision and support of interns is the responsibility of both the Program Sponsor and the District;
- F. WHEREAS, MCOE and District agree to partner together to provide the Intern Program for eligible teachers working in the District;
- G. WHEREAS Intern programs are the result of a partnership between the institution who prepare teachers (Program Sponsor) and the employer. Pursuant to Section 80033 of Title 5 of the California Code of Regulations (C.C.R.), every approved intern program must have a signed agreement between the District and the Program Sponsor detailing the support and supervision that will be provided to interns. CTC states that the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The combination of employer-provided support and mentoring, and program supervision provided to the intern, should be a minimum of 2-4 hours per week. (CTC, PSC 3C-22)

ACCORDINGLY, IT IS HEREBY AGREED between the parties hereto as follows:

1. **TERM:** This agreement shall become effective as of August 11, 2021 and shall expire June 30, 2023.
2. **RESPONSIBILITIES OF THE PARTIES:**
 - a. District shall have the responsibilities as set forth in Exhibit A.
 - b. Superintendent shall have the responsibilities as set forth in Exhibit B.
 - c. MCOE will provide insurance documentation to district as set forth in Exhibit 1.
3. **INDEMNIFICATION:** MCOE and District shall hold each other harmless, defend and indemnify their respective agents, officers, and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of MCOE or District or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of the Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 *et seq.* (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of the Agreement as to any acts or omissions occurring under this Agreement or any extension of the Agreement.
4. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

The Parties, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Superintendent or Designee
Tracy Unified School District

By: _____

Date: _____

Superintendent or Designee
Merced County Office of Education
632 W. 13th Street
Merced CA 95341

By: _____

Date: _____

MCOE Program Information:

Contact Person: Karla Paul (209) 381-6614

Please return a signed copy to:

Karla Paul

EXHIBIT A

SCOPE OF SERVICES

RESPONSIBILITIES OF DISTRICT OR EMPLOYING AGENCY:

- 1) The Employing Agency will assign a representative (e.g. Assistant Superintendent or site Principal) to act as a contact person with the MCOE District Intern Program.
- 2) At the time of hiring an intern teacher, the Employing Agency will identify a mentor teacher and allocate additional personnel if needed to provide on-site support for the intern.
 - a) The mentor teacher and additional personnel working with the intern shall possess a Clear or Life Credential in the same areas as the intern, have a minimum of three years of successful teacher experience, and have an English Language Authorization.
 - b) The Employing Agency shall determine the terms of employment for the mentor teacher and additional personnel. It is at the discretion of the Employing Agency to determine if the mentor teacher and additional personnel receive compensation, and, if so, compensation is the responsibility of the Employing Agency.
 - c) To meet the CTC and 5 CCR § 80033 requirement of 144 hours of required support and supervision per year, the District will ensure that the intern receives a minimum of 70-80 hours of support (approximately 2-3 hours per week) with the mentor teacher and additional personnel (if appropriate) per year. Support may include, but is not limited to, weekly course planning of curriculum and assessments, coaching in the classroom, and problem-solving regarding student issues. The intern and on-site mentor will be responsible for documenting hours of support provided by the Employing Agency.
 - d) For those interns who do not already have an English Language Authorization from a current California credential or passing score on the California Teacher of English Learners (“CTEL”) exam, the Employing Agency will ensure that the intern receives an additional 25 hours of the required 45 hours per year related to working with English Learners. (For additional ideas for support, see CTC Professional Services Committee [“PSA”] 13-06 Appendix B.)
 - e) The mentor teacher and additional personnel should be immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English Learners, including assessing language needs and progress, and supporting making content instruction accessible for English Learners, e.g. through in-classroom modeling and coaching as needed.

- f) The Employing Agency will ensure there is protected time for the mentor and additional personnel to work with the intern within the school day and school week.
 - g) The onsite mentor will receive a minimum of 10 hours of training per CTC requirement from the Program Sponsor, part of which may be provided by the Employing Agency.
- 3) The Employing Agency will provide access to the intern's site administrator or evaluator for consultation with Program personnel.
 - 4) The Employing Agency will advise site administrators regarding inappropriate assignment of interns to extremely challenging / complex teaching assignments
 - 5) The Employing Agency will advise site administrators that intern candidates require a timely departure from school campus on the days that they are attending classes.
 - 6) The Employing Agency will minimize extra duty assignments for intern candidates.
 - 7) The Employing Agency will provide internet access to visiting program personnel.
 - 8) The Employing Agency will support and assist the intern with meeting the video-recording requirement for CalTPA Cycle 1 and Cycle 2, including permission slips.
 - 9) If appropriate, the Employing Agency will assist the MCOE District Intern Program Accounts Manager to establish monthly payroll deduction for the intern, or encourage hired interns to make other payment arrangements to make sure their program tuition stays current.
 - 10) The Employing Agency will provide evaluation data as requested by the CTC and the District Intern Program, including survey completion, demographic and/or retention information.
 - 11) The Employing Agency will release District Program intern teachers to participate in 2 half-days of professional development observations as part of in-kind match.
 - 12) The Employing Agency will apply all units earned for the advancement of the candidate on the district salary when the preliminary credential is granted as per ED CODE 44327.
 - 13) If necessary, if the intern's site is located outside the local area of MCOE (e.g. more than 45 minutes away), the Employing Agency may be asked to assist in identifying a Practicum Supervisor for the intern.

EXHIBIT B

SCOPE OF SERVICES

RESPONSIBILITIES OF PROGRAM SPONSOR PROVIDED BY MERCED COUNTY OFFICE OF EDUCATION:

- 1) The Program Sponsor will provide administration, management, and coordination of the District Intern Program as approved by CCTC.
- 2) The Program Sponsor shall provide training to administrators to acquaint them with District Intern Program goals, requirements for participants, and administrator responsibilities.
- 3) The Program Sponsor shall identify a Practicum Supervisor and allocate additional personnel if needed to provide on-site support for the intern.
 - a) The Practicum Supervisor and additional personnel working with the intern shall possess a Clear or Life Credential, have a minimum of three years of successful teaching experience, and have an English Language Authorization.
 - b) The Program Sponsor shall provide appropriate orientation and training for the Practicum Supervisor and additional personnel, including, but not limited to, characteristics of coaching, time and visitations, and process for documenting observations and evaluations of the intern.
 - c) The Program Sponsor will ensure that the intern receives a minimum of 70-80 hours of support from the Practicum Supervisor (approx. 18 visits year one and 12 visits year two). Support may include, but is not limited to, weekly course planning of curriculum and assessments, coaching within the classroom, and problem-solving regarding student issues. The intern and Practicum Supervisor will be responsible for documenting hours received from the Program Sponsor, e.g., administrators, instructors, and additional personnel.
 - d) For those interns who do not already have English Language Authorization from a California credential or passing score on the CTEL exam, the Program Sponsor will ensure that the intern receives an additional 20 hours of in-classroom coaching specific to the needs of English Learners from the Practicum Supervisor and additional personnel.
- 4) The Program Sponsor will maintain records of the interns, provide advisement, and feedback to the participants as to their progress.
- 5) Onsite mentors will receive a minimum of 10 hours of training from the Program Sponsor (and possibly the Employing Agency) per CTC requirement.
- 6) The Program Sponsor will be responsible for establishing effective and on-going communication with Employing Agency and District Intern personnel (e.g. Practicum Supervisor, Evaluator, Intern Coordinator) as appropriate to ensure a successful teaching experience for the intern.

- 7) The Program Sponsor will ensure that the district human resources director and site administrator are informed about the requirement of staying in good academic and financial standing with the program in order to continue with employment.
- 8) The Program Sponsor will be responsible for providing the intern with procedures to document and monitor the CTC required hours of mentoring and support from the employer and the District Intern program.
- 9) The Program Sponsor will provide all CTC-required coursework for the preliminary credential.
- 10) The Program Sponsor will coordinate Advisory Team meetings to provide an ongoing system of program development and evaluation that leads to substantive program improvements in teacher development associated with the CTC requirements.
- 11) The County Superintendent will submit the District Intern credential application and provide assistance and support with credentialing issues.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 4, 2021
RE: **Approve Addendum for Current Memorandum of Understanding with Teachers College of San Joaquin**

BACKGROUND: This addendum covers the following:

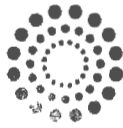
- a. Adoption of new program standards for Education Specialists
- b. Teachers College of San Joaquin preparation for CTC Program Review
- c. Modifications taking place due COVID

RATIONALE: There is currently a Memorandum of Understanding between Teachers College of San Joaquin and Tracy Unified School District for students enrolled in the teacher preparation program. The current Memorandum of Understanding agreement is valid as of July 1, 2020 through June 30, 2022.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Addendum for Current Memorandum of Understanding with Teachers College of San Joaquin.

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



TEACHERS COLLEGE

of SAN JOAQUIN

2721 Transworld Drive, Stockton CA 95206

Addendum CO-SPONSOR/INTERN PARTICIPATING EDUCATIONAL AGENCY AGREEMENT

This document is an addendum to the original agreement for the **2020-2022** academic years between **Teachers College of San Joaquin (TCSJ)** and TRACY UNIFIED SCHOOL DISTRICT.

Name of Employing Agency as it appears on Co-Sponsor Agreement

May it be known that the parties do hereby agree to the following additions that are outlined below. These additions/clarifications shall be made valid as if they are included in the original signed agreement.

- The employing agency acknowledges that all university provided supervisors are employees of the San Joaquin County Office of Education and have appropriate clearances (TB & fingerprints) for educational settings. If additional clearance is required, the employing agency will assume the related costs.
- Interns shall not be placed in an online-only setting unless public health guidance prohibits face to face instruction. In the event online instruction is mandated, the employing agency must provide access to the online classroom for the purposes of Supervision.
- The employing agency acknowledges that Interns are not authorized to teach in departmentalized ELD settings.
- Per CTC requirements, school sites serving **Education Specialist** intern candidates must:
 - provide release time to Interns, enabling them to participate in supervised fieldwork in an experienced mentors classroom in both general education and special education settings.
 - demonstrate commitment to developmentally and culturally appropriate practices.
 - engage in collaborative relationships with families.
 - place students with disabilities in the Least Restrictive Environment.
 - reflect socioeconomic, linguistic and cultural diversity of California's public school population.
 - permit video capture for candidate reflection, coursework, supervision and the CalTPA.
- Per CTC requirements, school sites serving **General Education** intern candidates must:
 - reflect socioeconomic, linguistic and cultural diversity of California's public school population.
 - demonstrate commitment to collaboration and continuous improvement.
 - have partnerships with other appropriate educational, social, and community entities that support teaching and learning.
 - place students with disabilities in the Least Restrictive Environment (LRE).
 - provide robust programs and support for English learners.
 - permit video capture for candidate reflection, coursework, supervision and the CalTPA.

The signatures below indicate that both parties have agreed to the conditions of the Co-Sponsor Agreement Addendum and will act as co-sponsors for the 2020-2022 academic years (7/1/20 - 6/30/22):

Signature of Approving Official: _____ Date: _____

Signature of TCSJ Director of IMPACT Credentials: _____ Date: _____

Please sign and return the Co-Sponsor Agreement and Addendum to:

Crysol Salcedo

Email: csalcedo@sjcoe.net or

Fax: 209.468.9124 or

U.S. Mail: P.O. Box 213030 Stockton, CA 95213-9030



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Brian Stephens, Superintendent
DATE: July 1, 2021
SUBJECT: Approve the Amended 2021-2022 Designation of CIF Representatives to League

BACKGROUND: Each year, the California Interscholastic Federation requires the district to designate the names of the league representatives to make sure that the league representatives are designated by the school district governing board. This designation was originally approved at the June 8, 2021, board meeting, however one of the athletic director's has changed and we need to amend it.

RATIONALE: It is a legal requirement that league representatives be so designated. If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices with the required time frame, CIF is required to suspend voting privileges for the affected schools. Our designated representatives are listed on the attachment.

FUNDING: N/A

RECOMMENDATION: Approve the Amended 2021-2022 Designation of CIF Representatives to League.

Prepared by: Dr. Brian Stephens, Superintendent.

2021-2022 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE)** no later than June 28, 2021.

TRACY UNIFIED School District/Governing Board at its AUG. 10, 2021 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2021-2022 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL WEST HIGH SCHOOL
NAME OF REPRESENTATIVE ZACHARY BOSWELL POSITION PRINCIPAL
ADDRESS 1987 W. LOWELL AVE CITY TRACY ZIP 95376
PHONE 209-830-3370 FAX 209-830-3371 E-MAIL zboswell@tusd.net

NAME OF SCHOOL WEST HIGH SCHOOL
NAME OF REPRESENTATIVE CASEY WICHMAN POSITION ATHLETIC DIRECTOR
ADDRESS 1987 W. LOWELL AVE CITY TRACY ZIP 95376
PHONE 209-830-3370 FAX 209-830-3371 E-MAIL cwichman@tusd.net

NAME OF SCHOOL TRACY HIGH SCHOOL
NAME OF REPRESENTATIVE JASON NOLL POSITION PRINCIPAL
ADDRESS 315 E. 11TH STREET CITY TRACY ZIP 95376
PHONE 209-830-3360 FAX 209-830-3361 E-MAIL jnoll@tusd.net

NAME OF SCHOOL TRACY HIGH SCHOOL
NAME OF REPRESENTATIVE MATT SHROUT POSITION ATHLETIC DIRECTOR
ADDRESS 315 E. 11TH STREET CITY TRACY ZIP 95376
PHONE 209-830-3360 FAX 209-830-3361 E-MAIL mshrout@tusd.net

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Brian Stephens Signature _____
Address 1875 W. Lowell Ave City Tracy Zip 95376
Phone 209-830-3201 Fax 209-830-3204

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.**

2021-2022 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2021.**

TRACY UNIFIED School District/Governing Board at its AUG 10, 2021 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2021-2022 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL KIMBALL HIGH SCHOOL
NAME OF REPRESENTATIVE BEN KELLER POSITION PRINCIPAL
ADDRESS 3200 JAGUAR RUN CITY TRACY ZIP 95376
PHONE 209-832-6600 FAX 209-832-6601 E-MAIL bkeller@tusd.net

NAME OF SCHOOL KIMBALL HIGH SCHOOL
NAME OF REPRESENTATIVE JOE LAWRENCE POSITION ATHLETIC DIRECTOR
ADDRESS 3200 JAGUAR RUN CITY TRACY ZIP 95376
PHONE 209-820-6600 FAX 209-832-6601 E-MAIL jlawrence@tusd.net

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Brian Stephens Signature _____
Address 1875 W. Lowell Ave City Tracy Zip 95376
Phone 209-830-3201 Fax 209-830-3204

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.**



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 13, 2021
SUBJECT: Adopt Revised Board Policy 6158 Independent Study (First Reading)

BACKGROUND: Recently, Assembly Bill 130 was signed into law by Governor Gavin Newsom allowing parents, guardians, and education rights holder of a pupil whose health would be put at risk by returning to in-person instruction have an additional *independent study* option. TUSD is now required to add the following summary of changes to the current BP 6158 for independent study/AB 130 to accommodate with at-risk health concerns. Board Policy updates are to be made in order to receive apportionment for students participating in independent study/AB 130.

The following is a summary of the major changes to the current independent study board policy 6158, necessary to receive apportionment for students on independent study:

1. For the 2021–22 school year only, LEAs shall notify parents and guardians of their options to enroll their child in in-person instruction or independent study. This notice shall include the right to request a student-parent-educator conference meeting before enrollment; students' rights regarding procedures for enrolling, disenrolling and re-enrolling in independent study; and the synchronous and asynchronous instructional time that a student will have access to as part of independent study.
2. Procedures for tiered re-engagement strategies for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of the students' written agreement;
3. A plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days;
4. Daily live and synchronous instruction requirements by grade level.
5. Written learning agreements must be signed before a student commences an independent study course.

Please note that independent study is described as a student needing more than 15 school days of independent and at-home instruction.

Normally, when we adopt or change existing board policies, we match it to the recommended policy by the California School Boards Association (CSBA). At the time of this submission, the additions were not yet available.

FUNDING: There is no funding obligation associated with this policy.

RECOMMENDATION: Adopt Revised Board Policy 6158 Independent Study (First Reading).

Prepared by: Mary Petty, Student Services Director.

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENTS (Continued)**

The Governing Board authorizes independent study as an optional alternative instructional strategy for eligible students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan and enabling students to reach curriculum objectives and fulfill graduation requirements. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

A student's participation in independent study shall be voluntary. Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction. (Education Code 51747; 5 CCR 11700).

Parents/guardians of students who are interested in independent study shall contact the Superintendent or designee. The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the District's requirements for independent study and is likely to succeed in independent study, as well as or better than he/she would in the regular classroom.

The minimum period of time for any independent study option shall be five consecutive school days.

The Superintendent or designee shall ensure that a written independent study agreement, as prescribed by law, exists for each participating student. (Education Code 51747)

The written agreement shall specify the length of time in which each independent study assignment must be completed. Because excessive leniency in the duration of independent study assignments may result in a student falling behind his/her peers and increase the risk of dropping out of school, independent study assignments shall be no more than one week for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

When a participating student misses three assignments, an evaluation shall be conducted to determine whether it is in the student's best interest to remain in independent study. However, a student's written agreement may specify a lower or higher number of missed assignments that will trigger an evaluation when the Superintendent or designee determines it appropriate based on the nature of the assignments, the total number of assignments, and/or other unique circumstances.

Supervising teachers should establish an appropriate schedule for student-teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. Except in unusual circumstances, it is expected that the supervising teacher will meet,

INDEPENDENT STUDY/INDIVIDUALIZED ARRANGEMENTS (Continued)

either in person or by electronic means, with each participating student at least once a week to discuss the student's progress.

Missing appointments with the supervising teacher without valid reasons also may trigger an evaluation to determine whether the student should remain in independent study.

The Superintendent or designee shall annually report to the Board the number of students participating in independent study, the average daily attendance generated for apportionment purposes, the quality of these students' work as measured by standard indicators, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

Home-Based Independent Study

The Superintendent or designee shall encourage parents/guardians desiring to teach their children at home to have their children participate in independent study. Such participation allows continued contact and cooperation between the school system and the home-based student and ensures that the student will be offered a standards-based education substantially equivalent in quality and quantity to the district's classroom instruction.

The governing board of a school district which maintains an elementary school, secondary school, an opportunity school/program, a continuation school, summer school, a work experience program, or a special education program may adopt rules and regulations which authorize any pupil enrolled to enroll in a voluntary independent study program of the district, except as provided in subdivision.

Not more than 10 percent of the pupils enrolled in an opportunity school/program or a continuation high school shall participate in an independent study pursuant to this article.

The primary goal of Independent Study is to offer a means of individualizing the educational program for students whose needs may best be met through study outside of the regular classroom setting. No course required for high school graduation shall be offered exclusively through Independent Study. (Education Code 51745).

Program Administration

Independent Study Program is a district program under the direction of the Assistant Superintendent for Educational Services. However, the Tracy Adult School principal shall serve as the coordinator for the Independent Study Program. His/her responsibilities shall include:

1. Making sure that the program adheres to district policy, regulations, and state law.

Tracy Unified School District Approved September 10, 2013

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENTS (Continued)**

2. Approving the enrollment of all students and facilitating the completion of independent study agreements.
3. Approving all independent study credits and forwarding this information to the appropriate school personnel so that it becomes a permanent part of the student's records.
4. Authorizing Independent Study teachers and other personnel involved with the program.
5. Completing or coordinating all necessary records and reports including submitting to the district's finance division all necessary enrollment and attendance information.
6. Monitoring enrollment to stay within prescribed caps and maximizing income to the district.
7. Developing and managing the Independent Study Program budget.

An independent study program shall be coordinated, evaluated, and under the general, but not necessarily immediate, supervision of an employee of the district who possess a valid certification document.

No individual with exceptional needs may be enrolled in an independent study program, unless his or her individualized education program specifically provides for such enrollment.

The nature, manner of conducting, and location of any independent study program shall be determined by the school district pursuant to rules and regulations adopted by the State Board of Education. The school district or county board shall ensure that the components of each individual study program for each pupil shall be set out in writing.

A pupil enrolled in an independent study program shall not be credited with more than one day of attendance per calendar day.

Independent study shall be based on a written agreement signed by the student, the student's parents or legal guardian, the certificated person providing general supervision, and any other person who has direct responsibility to provide instructional assistance to the student.

This agreement shall include but not be limited to:

1. The duration of the independent study agreement.
2. The manner, frequency, time and place of reporting progress.
3. The title and statement of the major objectives of the course of study to be undertaken.

Tracy Unified School District Approved September 10, 2013

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENTS (Continued)**

4. The method of evaluation.
5. A statement of the number of credits to be earned upon completion of the agreement.

The student and parents or guardian of a minor student shall meet with the supervising staff member to review rules and regulations and to develop and sign the contract. The contract is then sent to the parent/guardian; one copy is retained by the Independent Study coordinator and one copy is retained by the supervising staff member.

Academic Performance and Attendance Requirements

The following rules of attendance shall apply with each Independent Study Agreement:

1. Every Independent Study student shall meet with the school district representative named in his or her written agreement a minimum of one hour per week, at the site specified in the agreement, unless other specific contacts are described in the agreement to accommodate a student's travel away from the area where the customary contact would occur or other officially recognized reason. Further, each student shall be responsible for not less than twenty (20) hours of study per calendar week.
2. If a student fails to meet the terms and conditions of his or her written agreement including the specified contact(s) with his/her school district representative, he/she shall be notified in writing. After a second such incident, a second letter shall be sent to the student and parent(s) and failure to respond to this letter within one week without acceptable justification may result in his/her ISP agreement termination or "drop."
3. Two significant performance failures as described in item 2 above within 90 calendar days may constitute a "drop". Illness, medical, or dental appointments, medical emergencies, or a death in the family would constitute satisfactory justification for failure to keep a scheduled appointment. Illness and other conditions which constitute an "excused absence" for students in classroom-based schooling do not count for "excused absences" in the ISP positive attendance accounting process.
4. Appointments or student/teacher contact shall be kept regularly. Missed appointments shall be made up within one week.

Curriculum

The academic curriculum for Independent Study is individualized for each student participating in the program. Each student is tested, placed, and encouraged to progress from where he is to a higher level. A variety of instructional materials are utilized to meet the individual needs of students.

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENTS (Continued)**

The academic curriculum is designed to upgrade basic skills, complete high school graduation requirements, or pass the GED or California High School Proficiency Exam. Students will be graded by the Independent Study teacher at the regular grading intervals (1st quarter, 2nd quarter, 3rd quarter, 4th quarter). Students will receive credits commensurate with the time in the program and the amount of work successfully completed in one to five unit increments.

The following is a list of subject areas covered through the Independent Study Program:

1. Math
2. Science
3. Social Studies
4. English
5. Physical Education (max 40 credits)
6. Fine Arts
7. Elective Courses
8. Vocational Classes (i.e. typing or accounting)
9. Work Experience (maximum of 40 credits)

Recordkeeping

The supervising staff member shall maintain a file for each student on Independent Study. This file shall contain a copy of the contract, a written curriculum plan, and an attendance/time log. An identical file shall be maintained by the Independent Study Coordinator.

The supervising staff member shall report attendance to the Independent Study Clerk once per week or every 20 hours. Should a student miss an appointment, the supervising staff member shall send a notice of unsatisfactory progress to the parent with one copy to the Independent Study Coordinator and one copy to the student's counselor. Two consecutive missed appointments may cause termination of the contract.

In addition to attendance, the supervising staff member shall maintain a record of student progress by completing the student progress report once per week or every 20 hours. One copy of the progress report will remain with the supervising staff member and one copy will be forwarded to the Independent Study Coordinator, and one copy will be forwarded to the student's counselor.

To foster each student's success in independent study, the Board establishes the following maximum lengths of time, which may elapse before an independent study assignment is due:

1. Special assignments extending the content of regular course of instruction:

Students in grades K-3:	two weeks
Students in grades 4-8:	four weeks

Tracy Unified School District Approved September 10, 2013

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENTS (Continued)**

Students in grades 9-12: six weeks

2. Continuing and special study during travel:

Students in grades K-3: three weeks

Students in grades 4-8: six weeks

Students in grades 9-12: ten weeks

3. Individualized alternative education designed to teach the knowledge and skills of core curriculum.

Students in grades K-3: one week

Students in grades 4-8: two weeks

Students in grades 9-12: three weeks

When circumstances justify a longer time, the Superintendent or designee may honor the request of an individual student or his/her parent/guardian to extend the maximum length of an assignment as follows:

Students in grades K-3: four weeks

Students in grades 4-8: eight weeks

Students in grades 9-12: twelve weeks

When any student fails to complete two consecutive independent study assignments, the Superintendent or designee shall conduct an evaluation to determine whether it is in the student's best interest to remain in independent study. Evaluation findings shall be kept in the student's permanent record. (Education Code 51747).

Termination of Agreement

An Independent Study agreement may be terminated for the following reasons:

1. Failure to report to two consecutive appointments with the supervising staff member.
2. Failure to complete at least 20 hours of homework per week.
3. Any violation of the Student Conduct or Discipline Policy of the Districts' schools.

When an agreement is terminated, the supervising staff member shall mail a drop notice to the parent/guardian. A copy of the drop notice shall be sent to the Independent Study coordinator and a copy sent to the student's counselor.

Completion of Agreement

Tracy Unified School District Approved September 10, 2013

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENTS (Continued)**

When a student has successfully completed the Independent Study agreement, the supervising staff member shall indicate the units earned on the agreement form, sign the agreement, and forward the agreement to the Independent Study Coordinator. The Independent Study Coordinator shall review the completed contract and forward one copy to the school registrar and one copy to the student's counselor. The Independent Study Coordinator shall enter the units earned into the student's record. The agreement shall be retained in the student's cumulative record.

Independent Study Program Flow Chart – K-8/(Continuation School Students)

1. Parent petitions school principal or designee for entrance into the program
2. Coordinator identifies supervising staff member who then develops curriculum for the contract.
3. If petition is denied, parent can institute appeal process to the Director of Student Services.

Independent Study Program Flow Chart – 9-12

1. Student/parent petitions to counselor for entrance into the program.
2. Counselor reviews records, determines eligibility, and determines area of study.
3. Petition sent to the District Student Assistance Team for review and parent notification.
4. If petition is denied, parent can institute appeal process to the Director of Student Services
5. Coordinator identifies supervising staff member who then develops curriculum for the contract.
6. Student/parent meet with supervising staff member to review rules and to develop and sign the agreement. The agreement will be sent to coordinator for review and signature.
7. Student begins work – meets with supervising staff member at least once per week – supervising staff member monitors attendance and progress, makes regular reports, and contacts parents if problems arise.
8. When the agreement is completed, the supervising staff member assigns the units, signs the contract, and forwards to coordinator for review.
9. Coordinator reviews the agreement and enters units into the student's record. The agreement is retained in student's cumulative record.

Tracy Unified School District Approved September 10, 2013

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENTS (Continued)**

Independent Study Program Flow Chart/(Students over 18 years of age)

1. Student submits a request for Independent Study to the program coordinator.
2. Once the student is accepted into the program, the Independent Study Coordinator identifies supervising staff member, who then develops curriculum for the agreement.
3. Student meets with supervising staff member to review rules and to develop and sign the agreement. The agreement will be sent to coordinator for review and signature.
4. Students begins work – meets with supervising staff member at least once per week- supervising staff member monitors attendance and progress, and makes regular reports.
5. When the agreement is completed, the supervising staff member assigns the units, signs the agreement, and forwards to coordinator for review.
6. Coordinator reviews agreement and enters units into the student's record. The agreement is retained in student's cumulative record.

Exit from the Independent Study Program

1. Each student in grades K-8 and Continuation Education students will be formally reviewed at the end of each semester by the site principal or designee to assess his/her academic progress and determine if Independent Study is the most appropriate educational program for the student.
2. Each student in grades 9-12 will be formally reviewed at the end of each semester by the District Student Assistance Team to assess his/her academic progress and determine if Independent Study is the most appropriate educational program for the student.
3. The Student Assistance Team will discuss each case and make a group recommendation to the Coordinator of the Independent Study Program. In turn, the Coordinator for Independent Study will determine if Independent Study is the appropriate placement for the student. If the parent/guardian disagrees with the decision made by the Coordinator of Independent Study, then he/she may appeal to the Director of Student Services. The decision of the Director of Student Services shall be final.

Admission To The Independent Study Program:

Consistent with the California Education Code, the following process shall be followed for Independent Study for all schools within the District high schools.

Tracy Unified School District Approved September 10, 2013

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENTS (Continued)**

- i. The parent/guardian submits request to principal (K-8) who contacts the Independent Study Director.
2. The parent or guardian and the student (9-12) shall submit a request for participation in the Independent Study Program to the student's counselor.
3. The counselor shall review the student's records, determine the feasibility of Independent Study and submit the student's request to the District Student

Assistance Team. The Student Assistance Team will consist of an administrator for District high schools, the student's grade level counselor, the Tracy Adult School Principal, and other support staff as needed.

The parent/guardian will be notified of the Student Assistance Team meeting to consider placement of the student in Independent Study and the opportunity for the parent/guardian to be present at the meeting.

1. The Alternative Education Committee will review each student's request and determine if Independent Study is the appropriate program for the student. Typically, students in grades 9-12 must be enrolled in a comprehensive high
2. School for at least one semester before being considered for the District's Independent Study Program. Exceptions to the one semester enrollment provision will be considered on an individual case by case bases. Entrance criteria for Independent Study shall include, but is not limited to one or more of the following:
 - a. Inappropriate behavior as documented by administrative records of disciplinary referrals and/or suspensions.
 - b. A pattern of irregular attendance as documented by school attendance records.
 - c. Habitual truancy
 - d. Failing grades as documented by academic records (deficiency notices, report cards, transcripts).
 - e. Temporary or short term medical problems not best served by home reaching.
 - f. A genuine economic hardship within the student's immediate family that would prevent him/her from attending school on a full-time basis.

Travel Study

Tracy Unified School District Approved September 10, 2013

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENTS (Continued)**

1. Travel study is a short-term independent study agreement arranged on the school site by petitioning the counselor or principal.
2. Travel study students request work from their regular teachers and must submit acceptable work to receive regular classroom credit.
3. Travel is for four school weeks (20 days) or less, unless special circumstances exist in which the principal extends the agreement for additional 10 school days.
4. Travel study must be arranged for in advance or absence.

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENTS (Continued)**

The Governing Board authorizes independent study for students whose health would be put at risk by in-person instruction under Assembly Bill 130, for the 2021-22 school year. AB 130 program requirements do not apply to students participating in short term independent study program, defined as fewer than 15 days.

The following procedures for students enrolled in AB 130 independent study for the 2021-22 school year must be followed by supervising staff and teacher:

1. Procedures for tiered re-engagement strategies for all students enrolled in AB 130 independent study who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of the students' written agreement.
2. A plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days.
3. Daily live and synchronous instruction requirements by grade level:
 - Kindergarten to grade 3- daily synchronous instruction for all students throughout the school year.
 - Grades 4 to 8- both daily live interaction and at least weekly synchronous instruction for all students throughout the school year.
 - Grades 9 to 12- at least weekly synchronous instruction for all students throughout the school year.

In accordance with AB 130, "Live interaction" means interaction between the student and local educational agency classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including but not limited to: wellness checks, progress monitoring, provision of services and instruction. This interaction may take place in person or in the form of internet or telephonic communication.

In accordance with AB 130, "Synchronous instruction" means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications and involving live, two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher of record for that student.

4. Written learning agreements must be signed before a student commences an independent study course. Electronic signatures are allowable for auditing purposes. Written learning agreements must include:

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENTS (Continued)**

1. Confirmation or providing access to all students to the connectivity and devices adequate to participate in the educational program and complete assigned work.
2. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level or need support.
3. A statement that enrollment in a course is an optional educational alternative in which no student may be required to participate.
4. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress and for communicating with a student's parent or guardian regarding a student's academic progress.

Documentation of live and synchronous instruction is required for each school day, in whole or in part, that independent study is provided. The certificated teacher of instruction must document any student who does not participate in independent study on a school day as non-participatory for that day. The certificated teacher of instruction must maintain either written or computer-based evidence of student engagement. This includes but is not limited to a grade book or summary document for each class that lists all assignments, assessments and associated grades.

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENTS (Continued)**

Legal References:EDUCATION CODE

11700	Regulations on Independent Study
11701	District Responsibilities
11702	Agreements
11703	Records
17289	Exemption for facilities
41976.2	Independent study programs; adult education funding
42238	Revenue limits
44865	Qualifications for home teachers and teachers in special classes and schools
46300-46307.1	Method for Computing Average Daily Attendance
47612.5	Independent study in charter schools
48204	Residency based on parent employment
48206.3	Home or hospital instruction; students with temporary disabilities
48220	Classes of children exempted
48340	Improvement of pupil attendance
48915	Expulsion; particular circumstances
48916.1	Educational program requirements for expelled students
48917	Suspension of expulsion order
51225.3	Requirements for high school graduation
51745-51749.3	Instituting an Independent Study Program
52206	Gifted and talented education; use of independent study to augment program
52522	Adult education alternative instructional delivery
52523	Adult education as supplement to high school curriculum; criteria
56026	Individuals with exceptional needs
58500-58512	Alternative schools and programs of choice
<u>CODE OF FEDERAL REGULATIONS, Title 34</u>	
300.340-349	Individualized education programs
300.503	Independent educational assessment
300.533	Placement procedures
300.550-553	Least restrictive environment; alternative placements; Placement; non-academic settings

ADMINISTRATIVE CODE, TITLE 5

3022	Assessment plan
3023	Assessment

**INDEPENDENT STUDY/INDIVIDUALIZED
ARRANGEMENTS (Continued)**

3024	Transfer
3040	Individualized education program implementation
3043	Extended school year

FAMILY CODE

6550 Authorization affidavits

CODE OF REGULATIONS, TITLE 5

11700-11703 Independent study

19819 State audit compliance

COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

EDUCATION AUDIT APPEALS PANEL DECISIONS

Lucerne Valley Unified School District, Case No. 03-02 (2005)

Management Resources:**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

Independent Study Operations Manual, 2000 Edition

Elements of Exemplary Independent Study

Approaches to Satisfying No Child Left Behind Act of 2001 Teacher Requirements for
Independent Study in Secondary Schools, January 28, 2010

WEB SITES

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: August 2, 2021
SUBJECT: Adopt Revisions to the TUSD Athletic Handbook for the 2021-2022 School Year (First Reading)

BACKGROUND: The TUSD Athletic Handbook was last revised and adopted in 2015.

RATIONALE: To stay current with Education Code the District High School Student Handbook has been reviewed and revised by our cabinet team, high school assistant principals and athletic directors, and Attorney at Law, Sally Dutcher. This agenda item supports District Strategic Goals #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: N/A

RECOMMENDATION: Adopt Revisions to the TUSD Athletic Handbook for the 2021-22 School Year.

Prepared by: Mary Petty, Director of Student Services for the 2021-22 school year.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: July 8, 2021
SUBJECT: Authorize the Declaration of Need for the 2021-2022 School Year

BACKGROUND: In order for Tracy Unified to apply for emergency permits with the California Commission on Teacher Credentialing, the governing Board of a School District is required to certify that there may be an insufficient number of certificated persons who meet the District's employment criteria as listed on the attached forms. This Declaration of Need was previously approved as a Consent item during the June 8, 2021 board meeting. Due to changes in form structure following the June 8, 2021 board meeting it is being asked to be voted on once again as an Action item.

RATIONALE: Each school year the district must submit an estimate of emergency permits we may need for the upcoming school year. This Declaration of Need needs to be approved by the School Board at a regular public meeting before being submitted to the Commission on Teacher Credentialing. This Declaration of Need can be modified during the school year if the needs of the District change.

FUNDING: None.

RECOMMENDATION: Authorize the Declaration of Need for the 2021-2022 School Year.

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



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2021-2022

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: TRACY UNIFIED SCHOOL DISTRICT District CDS Code: 75499

Name of County: SAN JOAQUIN County CDS Code: 39

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 06 / 08 / 21 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► Enclose a copy of the board agenda item

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2022.

Submitted by (Superintendent, Board Secretary, or Designee):

TAMMY JALIQUE

ASSOC. SUPT. HR

Name

Signature

Title

209-830-3260

Fax Number

Telephone Number

Date

1875 WEST LOWELL AVENUE, TRACY, CA 95376

Mailing Address

tjalique@tusd.net

EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County N/A County CDS Code N/A

Name of State Agency N/A

Name of NPS/NPA N/A County of Location N/A

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on -____/-____/-____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, -N/A_____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

N/A	N/A	N/A
_____	_____	_____
<i>Name</i>	<i>Signature</i>	<i>Title</i>
N/A	N/A	N/A
_____	_____	_____
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
N/A	_____	
	<i>Mailing Address</i>	
N/A	_____	
	<i>EMail Address</i>	

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	6
Bilingual Authorization (applicant already holds teaching credential)	1
List target language(s) for bilingual authorization: SPANISH	
Resource Specialist	20
Teacher Librarian Services	7

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: July 28, 2021
SUBJECT: Approve Job Description and Salary for Technology Coordinator of ISET

BACKGROUND: The new job description was created to support the district's 1:1 laptop initiative for grades 6 – 12 as well as the creation of laptop classroom sets for grades K – 5. Since the influx of the additional 10,000 laptops, a supervisory position is needed to create a focus on management of the laptops which includes troubleshooting, imaging, updating, replenishing, inventory and out-sourced warranty repairs. To best support the needs of the school sites, high school and middle school site technicians will now be based at their respective sites. This position will allow for centralized supervision and training of the site based ISET Technician I so that a common process is created and applied for all school sites.

RATIONALE: This new job description will provide a needed focused expertise to manage and supervise the school site technicians in relation to troubleshooting, imaging, updating, replenishing and out-sourced warranty repairs of all school site laptops. This agenda item meets Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: General Fund - LME Salary Range 32.

RECOMMENDATION: Approve Job Description and Salary for Technology Coordinator of ISET.

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

TRACY PUBLIC SCHOOLS JOB DESCRIPTION

POSITION TITLE: Technology Coordinator of ISET

DEPARTMENT: Information Services and Educational Technology (ISET)

POSITION SUMMARY:

Under the direction of the Director of Information Services and Educational Technology, assists in the planning and coordination of the activities of the Site Technicians I. Supervises the support of day-to-day operations of the Site Technicians, end user technology and applications by providing elevated support to staff, students, and parents. Responsible for resolving issues with hardware, software, network printers, operating systems, applications, and projectors. Responsible for the management and operations of the Help Desk Support. Responsible for the oversight of the district computer imaging process, repair process, and Mobile Device Management (MDM). Provides technical training to Site Technicians I and site staff. Serves as the immediate supervisor for Site Technicians.

ESSENTIAL FUNCTIONS:

1. Analyzes moderate to complex systems and software requirements to determine feasibility of design and function.
2. Troubleshoots technology problems and coordinates resolution with the Site Technicians and ISET staff.
3. Responsible for the daily operations and management of the district's computer repair process.
4. Develops, implements, and clearly communicates team projects to accomplish departmental and district goals.
5. Executes and oversees hardware and software updates, upgrades, and installations with the assistance of Site Technicians.
6. Supports and ensures the devices and software related to technology-based assessments are optimized and operational.
7. Develops and maintains end user device and software systems requirements and standards.
8. Responsible for the execution and oversight of the imaging, deployment, and collection of end users' devices throughout the district.
9. Oversees and manages the Mobile Device Management system.
10. Assumes responsibility for the quality execution of software installations, upgrades, and updates within budget while maintaining the schedule integrity.
11. Coordinates elevated support to assist Site Technicians and Helpdesk in resolving software, hardware, and end user issues districtwide.
12. Applies current technology or researches and acquires new technical knowledge to complete moderate to complex projects and may advise others on current issues and designs.

13. Participates in department and interdepartmental project teams and may work cross-functionally to improve processes within the organization and district.
14. Acts as a liaison between the Site Technicians and Network Technicians including the Director of ISET.
15. Understands and complies with applicable quality, environmental and safety regulatory considerations. Is accountable for the work of Site Technicians and responsible for ensuring their understanding and compliance.
16. Supervises and evaluates Site Technicians.
17. Maintains regular and prompt attendance in the workplace.
18. Other related responsibilities and tasks as required.

EDUCATION AND EXPERIENCE: High School diploma or equivalent required. Bachelor's degree in Information Technology or related field desired. Experience and/or education equivalent to a Microsoft Certified Solutions Expert (MCSE) certification. Two years supervision experience preferred.

SKILLS AND QUALIFICATIONS:

1. Possesses knowledge of applications, hardware compatibility, and client/server-based application models.
2. Possesses experience with a wide range of software applications and hardware compatibilities.
3. Know and apply the fundamental concepts, practices, and procedures of this particular field of specialization.
4. Define problems, collect data, establish facts, and draw valid conclusions.
5. Ability to understand and follow oral and written instructions.
6. Ability to generate and maintain reports and related records.
7. Ability to supervise a cadre of technicians.
8. Organize, train, direct, and motivate staff to achieve high levels of technical understanding.
9. Ability to communicate effectively in both technical and non-technical terms and to maintain cooperative working relationships with those contacted in the course of work.
10. Ability drive to various school sites to assist elevated technology issues.
11. Ability to develop and maintain cooperative working relationships with those contacted in the course of work.
12. Knowledge of safety procedures in the performance of required duties.
13. Maintain professional confidentiality and work collaboratively with peers.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Enter data into a computer terminal and operate standard office equipment for extended periods of time.
3. See and read a computer screen and printed matter with or without vision aids.

4. Speak so that others may understand at normal levels and on the telephone.
5. Hear and understand speech at normal levels and on the telephone, with or without hearing aids.
6. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
7. Reach overhead, grasp, push/pull up to 50 pounds for short distances.
8. Lift and/or carry up to 50 pounds at waist height for short distances.
9. Bend, squat, stoop and/or climb for extended periods of time.

WORK ENVIRONMENT: Employees in this position will be required to work indoors in a standard office environment and come in direct contact with District staff, site staff and the public. Employees in this position will be required to travel to District school sites.

SALARY: LME Range 32

DAYS OF SERVICE: 225 days

Adopted TUSD:



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: July 30, 2021
SUBJECT: **Adopt Resolution 21-01, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds**

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

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

RECOMMENDATION: Approve Resolution 21-01, Authorizing the Elimination of Certain Classified Positions due to Lack of Work or Lack of Funds.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 21-01**

**RESOLUTION FOR A REDUCTION IN CLASSIFIED STAFF DUE TO
LACK OF WORK/LACK OF FUNDS**

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

WHEREAS, the Governing Board of the Tracy Unified School District has determined that it shall be necessary to eliminate the following positions in the District not later than October 10, 2021 due to lack of work or lack of funds:

- a. Eliminate one (1) 3.75 hour/10 month IEP Para Educator position
- b. Eliminate one (1) 3 hour/10 month IEP Para Educator position

NOW, THEREFORE, BE IT RESOLVED that as of the close of the business day on October 10, 2021, the above referenced classified position shall be eliminated.

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

ADOPTED by the Governing Board of Tracy Unified School District on August 10, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Attested:

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

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

Clerk
Board of Trustees
Tracy Unified School District