

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**  
**JANUARY 26, 2021**

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

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

**TIME: 5:30 PM Closed Session**  
**7:00 PM Open Session**

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

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

Select "Watch on Web Instead"

Once the event opens click "Join Anonymously"

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

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

**AGENDA**

- |              |  |                |
|--------------|--|----------------|
| <b>1.</b>    | <b>Call to Order</b>   | <b>Pg. No.</b> |
| <b>2.</b>    | <b>Roll Call – Establish Quorum</b><br>Board:S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza<br>Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry                                |                |
| <b>3.</b>    | <b>Closed Session:</b> Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. |                |
| <b>3.1</b>   | <b>Administrative &amp; Business Services:</b> None.   |                |
| <b>3.2</b>   | <b>Educational Services:</b> None.   |                |
| <b>3.3</b>   | <b>Human Resources:</b>  |                |
| <b>3.3.1</b> | Consider Non-Paid Leave of Absence for Certificated Employee #UC-1226, Pursuant to Article XX<br><b>Action:</b> Motion __; Second __. <b>Vote:</b> Yes __; No __; Absent __; Abstain __  |                |
| <b>3.3.2</b> | Consider Non-Paid Leave of Absence for Classified Employee #UCI-383, Pursuant to Article XXIII<br><b>Action:</b> Motion __; Second __. <b>Vote:</b> Yes __; No __; Absent __; Abstain __   |                |
| <b>3.3.3</b> | Consider Non-Paid Leave of Absence for Classified Employee #UCI-   |                |

384. Pursuant to Article XXIII  
**Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_  
**3.3.4** Consider Non-Paid Leave of Absence for Classified Employee #UCL-385. Pursuant to Article XXIII  
**Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_  
**3.3.5** Consider Leave of Absence for Classified Employee #UCL-386. Pursuant to Article XXIII  
**Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_  
**3.3.6** Consider Non-Paid Leave of Absence for Classified Employee #UCL-387. Pursuant to Article XXIII  
**Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_  
**3.3.7** Consider Non-Paid Leave of Absence for Classified Employee #UCL-388. Pursuant to Article XXIII  
**Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_  
**3.3.8** Consider Paid Leave of Absence for Classified Employee #UCL-389. Pursuant to Article XXIII  
**Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_  
**3.3.9** Consider Non-Paid Leave of Absence for Classified Employee #UCL-390. Pursuant to Article XXIII  
**Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_  
**3.3.10** Consider Public Employee/Employment/Discipline/Dismissal/Release  
**Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_  
**3.3.11** 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** Consider Non-Paid Leave of Absence for Certificated Employee #UC-1226.  
**3.3.1** Pursuant to Article XX  
**Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_  
**6b** Consider Non-Paid Leave of Absence for Classified Employee #UCL-383.  
**3.3.2** Pursuant to Article XXIII  
**Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_  
**6c** Consider Non-Paid Leave of Absence for Classified Employee #UCL-384.  
**3.3.3** Pursuant to Article XXIII  
**Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_  
**6d** Consider Non-Paid Leave of Absence for Classified Employee #UCL-385.  
**3.3.4** Pursuant to Article XXIII  
**Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_  
**6e** Consider Leave of Absence for Classified Employee #UCL-386. Pursuant to  
**3.3.5** Article XXIII  
**Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_  
**6f** Consider Non-Paid Leave of Absence for Classified Employee #UCL-387.  
**3.3.6** Pursuant to Article XXIII  
**Action:** Motion\_\_ ; Second\_\_ . **Vote:** Yes\_\_ ; No\_\_ ; Absent\_\_ ; Abstain\_\_

- 6g** Consider Non-Paid Leave of Absence for Classified Employee #UCL-388.  
**3.3.7** Pursuant to Article XXIII  
**Action:** Motion\_\_\_; Second\_\_\_, **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_  
**6h** Consider Paid Leave of Absence for Classified Employee #UCL-389. Pursuant to  
**3.3.8** Article XXIII  
**Action:** Motion\_\_\_; Second\_\_\_, **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_  
**6i** Consider Non-Paid Leave of Absence for Classified Employee #UCL-390.  
**3.3.9** Pursuant to Article XXIII  
**Action:** Motion\_\_\_; Second\_\_\_, **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_

- 7. Approve Regular Minutes of January 12, 2021** **1-5**  
**Action:** Motion\_\_\_; Second\_\_\_, **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_

- 8. Student Representative Reports:** Video Presentations by Tracy High: Sophia Alejandre; West High: Kaitlyn Durant and Gianna Uribe; Kimball High: Julian Steffens; and Alternative Ed Campus: Aime Valencia Munoz.

- 9. Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:  
**9.1** Jacobson Elementary School Presentation  
**9.2** Monte Vista Middle School Presentation

- 10. Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.  
**10.1 Administrative & Business Services:** None.  
**10.2 Educational Services:**  
**10.2.1** Receive Report on San Joaquin County COVID19  
**10.2.2** Receive Report on Distance Learning Impacts on Student Achievement **6**  
**10.2.3** Receive Report on Mental Health Services

- 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 (December, 2020)  
(Separate Cover Item)

<b>13.1.2</b>	Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	<b>8-9</b>
<b>13.1.3</b>	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	<b>10-11</b>
<b>13.1.4</b>	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year	<b>12-13</b>
<b>13.1.5</b>	Approve Payroll Reports (December, 2020)	<b>14-18</b>
<b>13.1.6</b>	Approve Revolving Cash Fund Reports (December, 2020)	<b>19-22</b>

**13.2 Educational Services:**

<b>13.2.1</b>	Approve Agreement for Contract Services with Core Collaborative to Provide Math Training for the 2020-2021 School Year	<b>23-31</b>
<b>13.2.2</b>	Approve Increase to Existing Master Contract with Nonpublic Agency- 360 Degree Customer, Inc.	<b>32</b>
<b>13.2.3</b>	Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter ending January 15, 2021	<b>33-34</b>
<b>13.2.4</b>	Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Haynes Family of Programs Inc-S.T.A.R. Academy (Separate Cover Item)	<b>35</b>

**13.3 Human Resources:**

<b>13.3.1</b>	Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment	<b>36-37</b>
<b>13.3.2</b>	Approve Classified, Certificated, and/or Management Employment	<b>38-39</b>
<b>13.3.3</b>	Approve Administrative Fieldwork Agreement with Concordia University	<b>40-49</b>

**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:**

<b>14.1.1</b>	Approve Resolution No. 20-10 Support of Applications for Eligibility Determination and Funding in the School Facility Program When Bond Authority is Exhausted	<b>50-52</b>
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes ___; No ___; Absent ___; Abstain__.	

**14.2 Educational Services:** None.

**14.3 Human Resources:**

<b>14.3.1</b>	Approve Tentative Agreements with the Tracy Educators Association	<b>53-75</b>
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> 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** February 9, 2021

**17.2** February 23, 2021

**18. Upcoming Events:**

**18.1** February 8, 2021

No School, Lincoln's Day

**18.2** February 15, 2021

No School, President's 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, January 12, 2021**

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

**6:15 PM:**                    **1-3.** 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

**7:15 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 Contractors for Compensatory Education  
Services and Attorney Fees  
**Action:**   **Vote:** Yes-7; No-0.  
**6b**            Report Out of Action Taken on Reinstatements: #20-21/#08  
**3.2.2**  
**Action:**   **Vote:** Yes-7; No-0.  
**6c**            Report Out of Action Taken on Consider Non-Paid Leave of Absence  
**3.3.1**           for Certificated Employee #UC-1224, Pursuant to Article XX  
**Action:**   **Vote:** Approved. Yes-4(Alexander, Blanco, Erskine, Hoffert);  
No-3(Abercrombie, Kaur, Souza)  
**6d**            Report Out of Action Taken on Consider Paid and Non-Paid Leave of  
**3.3.2**           Absence for Certificated Employee #UC-1225, Pursuant to Article  
XX  
**Action:**   **Vote:** Approved. Yes-6; No-0; Abstain-1(Blanco)  
**6e**            Report Out of Action Taken on Consider Non-Paid Leave of Absence  
**3.3.3**           for Classified Employee #UCL-355, Pursuant to Article XXIII  
**Action:**   **Vote:** Approved. Yes-7; No-0.  
**6f**            Report Out of Action Taken on Consider Non-Paid Leave of Absence  
**3.3.4**           for Classified Employee #UCL-380, Pursuant to Article XXIII  
**Action:**   **Vote:** Denied. Yes-6; No-1(Hoffert)  
**6g**            Report Out of Action Taken on Consider Paid Leave of Absence for  
**3.3.5**           Classified Employee #UCL-381, Pursuant to Article XXIII  
**Action:**   **Vote:** Approved. Yes-7; No-0.  
**6h**            Report Out of Action Taken on Release Probationary Classified  
**3.3.6**           Employee #UCL-379 Food Service Worker

**Action:** **Vote:** Yes-6; No-1(Hoffert)  
**6i** Report Out of Action Taken on Terminate Employment of Classified  
**3.3.7** Employee #UCL-382, School Supervision Assistant, Pursuant to  
Board Policy and Administrative Regulation 4218  
**Action:** **Vote:** Yes-7; No-0.

**Minutes:** **7. Approve Regular Minutes of December 15, 2020.**  
**Action:** As amended. Erskine, Alexander. **Vote:** Yes-7; No-0.

**Visitors:** None. Meeting was live streamed via Microsoft Teams.

**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, Julianna Stocking, reported that COVID cases as of yesterday were 212 new cases. Total deaths 724 with 53, 994 total cases. Tracy cases total 5,287 and Tracy deaths are a total of 45. These are increasing as testing has been more accessible. She reviewed the process of vaccines and phased implementation of allocating them. We are in phase 1, tier 1. Our information has been given to our county so that vaccines can be ready for us to take part .

**10.2.2** Receive Report on Cyber Security

Tom Quiambao, Director of Technology presented a power point on cyber security. Our firewall is a network security device. Cyber security refers to the process or preventive techniques used to protect the network. He reviewed a diagram of our firewalls. The Firewall determines what is good. When information is rejected, the process will state this is bad and block or reject it. It will detonate the malicious traffic and will tell all users that this is not good. Cisco umbrella is our second line of defense. It learns, sees the traffic and blocks the threats. This is mostly used for our student devices because they are out of our network. On email, we have the email security gateway such as barracuda and Microsoft Office 365 in the cloud that also filters our emails. He also reviewed examples of phishing and spoof emails. He is most concerned about links that may be in these emails that can lead to ransomware. Several districts have been attacked and it will cause a lot of issues. We need to prevent this. Our staff portal has information for staff to read defining what this looks like and how to avoid it. When we get these emails, he notifies the staff and shows what it looks like and

the signs that shows you this is malicious. We have also added a banner saying this is not from TUSD.

### 10.2.3 Receive Report on STEM Implementation in TUSD

Director of IMC, Dr. Debra Schneider, presented a power point on STEM. TUSD received a \$4 million grant from Education Innovation and Research of the U.S. Department of Education. This grant was to focus on giving STEM to every student in TUSD. She showed pictures of students engaging in STEM experiences. All students will get a common set of STEM experiences from grades pre-k through high school. The grant has 3 primary drivers. We will develop STEM curricular units, provide field-based learning experiences and provides site with site specific support for teachers and administrators. She reviewed short term outcomes. All work is student center and inquiry based. The long-term outcome would be increased achievement in STEM as well as ELA and increased enrollment in upper level math and science courses in IB and AP classes, as well as more students completing their A through G requirements. She reviewed the implementation schedule. Some sites are implementing, and some are comparison sites. Each year sites are added. She explained additional funding opportunities and the status of each. She also shared many positive comments from students, parents and teachers. In every unit, students also learn outside in the natural world. All of this gets done by contributions from all of our departments, Educational Services, Business Services and Human Resources. Dr. Stephens thanked Dr. Schneider for doing a fabulous job. Our teachers have been amazing. He has been in so many classrooms and has learned STEM units. It is very powerful.

### Hearing of Delegations

11. The following comment was submitted online and read aloud during the meeting:

Gloria Rios: Superintendent Stephens and honorable Board Members, I would like to please ask that you not open up our schools prematurely even with the offer of extra funding from the Governor. I am concerned about the kindergarten classes who do not have individual seating they have tables which do not allow for ample distancing which means students are sitting side by side. Also they little students share the same toilet how is a teacher supposed to go in there after every use and disinfect. My daughter is a teacher who has spent her own money for supplies to make desk shields, bags, extra face masks, air filter for her class, etc. She has a daughter at home who has a compromised health condition in which we are very concerned.

### 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:** Blanco, Erskine. Approve Items 13.1.1 through 13.1.4.

**Vote:** Yes-7; No-0.



**Action:** Erskine, Alexander. Approve Items 13.2.1 through 13.2.2.

**Vote:** Yes-7; No-0.

**Action:** Erskine, Abercrombie. Approve Items 13.3.1, 13.3.2, 13.3.3, and pull Item 13.3.4.

**Vote:** Yes-7; No-0.

**Action:** Erskine, Alexander. Approve Item 13.3.5.

**Vote:** Yes-6; No-1 (Hoffert)

**13.1 Administrative & Business Services:**

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

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

**13.1.3** Approve Payroll Reports (November, 2020)

**13.1.4** Approve Revolving Cash Fund Reports (November, 2020)

**13.2 Educational Services:**

**13.2.1** Approve Agreement for Contract Services between Health Connected and Tracy Unified School District for the 2020-2021 School Year

**13.2.2** Approve Revised School Site Plan and Budget for South/West Park School for the Remainder of the 2020-2021 School Year  
(Separate Cover Item)

**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 Declaration for a Provisional Internship Permit

**13.3.4** PULLED: Approve a Variable Term Waiver for Speech Language Pathologist

**13.3.5** Approve Speech-Language Pathology Unpaid Intern Agreement with CSU East Bay

**Action Items:** **14.1 Administrative & Business Services:** None.

**Board Reports:** Trustee Alexander commented that with what happened at the Capitol last week, everyone should be mindful and hopes that the district and all staff stay safe during the inauguration. This year, since we are not having the MLK Breakfast, he wanted to announce that Rhodesia Ransom was awarded the MLK Image Award. Trustee Blanco thanked everyone for the information provided. She thanked students who are agile during these uncertain times with various issues. They are doing a phenomenal job in their educational learning. She also thanked the students and teachers for learning a new way of teaching. Trustee Erskine agrees with Trustee Blanco and gave a “shout out” to the student that sent us a strong purposeful email to our board. He spoke profoundly and represented himself and other students. In spite of transitions, TUSD teachers, administrators and students have done exceedingly great in overcoming obstacles. This demonstrates collaboration and the ability to do what is best for our students in providing the best quality education. She thanked teachers for being flexible and supporting and

classified who have been a supportive anchor as well as administrative staff for acknowledging the work of the team. Trustee Hoffert commented that over the past few days he had the pleasure of visiting classes at TYAP, Kimball, Williams and Hirsch. These have been very insightful. He enjoyed seeing first-hand how our teachers are navigating. He saw a kindergarten class who were working on identifying shapes. The teacher would ask for them to go and find a shape which was a hands-on approach. One of the most common concerns were about what will happen next. We can never predict what will happen, but he believes committee meetings need to be open to public. He also thinks it is important to talk about our students' mental health and to look at the data. We can help these students in the long term. Trustee Souza thought it was a great meeting tonight. She has been working with Dr. Pecot, Mr. Doyle and Mayor Nancy Young. On MLK Day they will be presenting a video called *Courage* and will have a round table talk with educational leaders to talk about the impacts of MLK. They hope to do more of these each month to get kids involved in complicated conversations. She will have flyers out tomorrow. She concurs with Zach about mental health. She works one-on-one with kids in foster care and they are suffering. She hopes we can open when it is safe to do so. Information is ever changing but she wants to be sure we are aligned with what Dr. Park is telling us to do. Trustee Abercrombie thanked all staff for all of their diligence and providing all of the information. He also echo's a lot of what has been said. We have phenomenal teachers. He appreciates the parents and students making the efforts that they have and thanked the administration for their support. As a board, we need to come together and focus on providing administrators and teachers with tools to assist our students. He hopes that everyone is on the same page. Trustee Kaur reiterates everything said. She knows that technology can be difficult as she has had a hard time logging into board meetings herself. She thanked Tom Quiambao who is helping everyone. She and the other trustees are here for the students and for their mental health. She thanked the administration during these difficult times.

**Superintendent  
Report:**

Dr. Stephens commented that there are a lot of good words about work of staff, teachers and students. The first semester is behind us. He never imaged that the entire semester would be through distance learning. With everyone working together we have had an amazing semester. He is hoping that during the second semester, we will be able to get back on campus. He thanked everyone for their efforts.

**Adjourn:** 8:29 p.m.

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Clerk

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Date



# EDUCATIONAL SERVICES

## MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** January 13, 2021  
**SUBJECT:** Receive Report on Distance Learning Impacts on Student Achievement

**BACKGROUND:** Due to COVID-19, Tracy Unified School District, like many districts across the nation and the globe, began the 2020-2021 school year in a distance learning instructional model. On June 7, 2020, the California Department of Public Health (CDPH) placed San Joaquin County on its monitoring list. On July 17, 2020, Governor Gavin Newsom announced that if a county has been on the monitoring list within the prior 14 days, a school must conduct distance learning only, until the county has been off the monitoring list for at least 14 days. On Thursday, September 24, 2020, TUSD submitted the Reopening Elementary Schools Application, of which was approved by the San Joaquin County Department of Public Health on October 13, 2020 and the California Department of Public Health on October 15, 2020. Although the Reopening of Schools Application was approved, TUSD has continued with Distance Learning, to provide consistency of an instructional program through the first semester. In addition, the COVID-19 statistics in San Joaquin County have continued to fluctuate into the “red” and “purple” tier. Throughout the first semester, TUSD has worked collaboratively to develop and agree on a Distance Learning MOU and Hybrid Model MOU to best support students and staff through the impacts of COVID-19 on the instructional program.

**RATIONALE:** This report on Distance Learning impacts on student achievement is being presented to the board for an update reflecting the academic achievement term beginning August 11, 2020 through December 18, 2020. Data presented includes Distance Learning resources, attendance, FastBridge diagnostic skills, failure rates in grades 6-12, and student engagement trends.

This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The Local Control Funding Formula, COVID-19 mitigation funds, and Federal funds support Distance Learning.

**RECOMMENDATION:** Receive Report on Distance Learning Impacts on Student Achievement.

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



TRACY  
UNIFIED SCHOOL DISTRICT

## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** January 6, 2021  
**SUBJECT:** Approve Accounts Payable Warrants (December 2020)

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

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

**FUNDING:** N/A.

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

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



# **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** January 15, 2021  
**SUBJECT:** **Ratify Measure B Related Expenditures and Notice of Completions  
Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

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

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

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

**BUSINESS SERVICES  
FACILITIES DEVELOPMENT DEPARTMENT  
MEASURE B BOND  
JANUARY 26, 2021  
SUMMARY OF SERVICES**

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A. Vendor:	Dryco Construction, Inc.
Site:	Tracy High School – New Parking Lot
Item:	Notice of Completion
Services:	Contractor demolished existing fencing and block wall, provided an addition to the existing parking lot and alterations to existing driveway, including storm drainage and lighting for a new parking lot.
Cost:	\$763,129.00 Change Order: \$12,224.00 Final Cost \$775,353.00
Project Funding:	State School Facilities Funds-Project Savings from Various Projects

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## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** January 13, 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 Nila Dhugga, hooded sweatshirts from BSN Sports, valued at \$618.35. This donation will benefit the students of Tracy High School's Mock Trial Club.
2. Tracy Unified School District/Tracy High School: From DonorsChoose, Safe-T Products including 192 Bullseye Compasses and 192 CLI Open Center Protractors, valued at \$572.00. This donation will be used as geometry learning tools during distance learning.

West High School:

1. Tracy Unified School District/West High School: From Niki Santo, a Sherman Clay Upright SRS-11 piano valued at \$2,000.00. This donation will benefit West High School's music 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:** January 13, 2021  
**SUBJECT:** **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year**

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

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

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

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

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



## 2020/2021 School-Connected Organization Booster Clubs

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



# **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** January 6, 2021  
**SUBJECT:** Approve Payroll Reports (December 2020)

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

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

**FUNDING:** N/A.

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

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

Pay Date 12/10/2020

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	296,877.40	Teachers' Salaries
		1200	860.40	Cert Pupil Support Salaries
		2100	12,852.52	Instructional Aides' Salaries
		2200	45,207.54	Classified Support Salaries
		2300	829.40	
		2400	9,045.39	Clerical & Office Salaries
		2900	2,789.46	
		<b>Total Labor</b>	<b>368,462.11</b>	
Fund	01	SACS Object	Amount	
		3101	42,116.28	STRS On 1000 Salaries
		3201	1,088.82	PERS On 1000 Salaries
		3202	4,855.26	PERS On 2000 Salaries
		3301	5,317.06	
		3302	4,089.08	
		3501	148.95	State Unemploy On 1000 Salary
		3502	35.35	State Unemploy On 2000 Salary
		3601	5,336.86	Worker'S Comp Ins On 1000 Sal
		3602	1,267.74	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>64,255.40</b>	
Fund	11	SACS Object	Amount	
		1100	12,227.84	Teachers' Salaries
		1200	860.40	Cert Pupil Support Salaries
		2100	504.67	Instructional Aides' Salaries
		2400	487.78	Clerical & Office Salaries
		<b>Total Labor</b>	<b>14,080.69</b>	
Fund	11	SACS Object	Amount	
		3101	1,215.56	STRS On 1000 Salaries
		3202	104.46	PERS On 2000 Salaries
		3301	189.78	
		3302	75.93	
		3501	6.54	State Unemploy On 1000 Salary
		3502	0.50	State Unemploy On 2000 Salary
		3601	234.60	Worker'S Comp Ins On 1000 Sal
		3602	17.79	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>1,845.16</b>	
Fund	12	SACS Object	Amount	
		2100	438.83	Instructional Aides' Salaries
		<b>Total Labor</b>	<b>438.83</b>	
Fund	12	SACS Object	Amount	
		3202	5.71	PERS On 2000 Salaries
		3302	16.70	
		3502	0.22	State Unemploy On 2000 Salary
		3602	7.86	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>30.49</b>	

Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	2200	2,748.28	Classified Support Salaries
	2300	1,627.06	
	<b>Total Labor</b>	<b>4,375.34</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	3202	474.13	PERS On 2000 Salaries
	3302	269.04	
	3502	2.23	State Unemploy On 2000 Salary
	3602	78.44	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>823.84</b>	

ESCAPE ONLINE

Pay Date 12/30/2020

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	4,905,985.58	Teachers' Salaries
		1200	375,654.73	Cert Pupil Support Salaries
		1300	506,725.54	Cert Suprvrs' & Admins' Sal
		1900	110,792.04	Other Certificated Salaries
		1999	363.64	1000 Salary Payroll Errors
		2100	398,505.51	Instructional Aides' Salaries
		2200	787,129.90	Classified Support Salaries
		2300	175,305.16	Class Suprvrs' & Admins' Sal
		2400	450,895.03	Clerical & Office Salaries
		2900	36,874.73	Other Classified Salaries
		<b>Total Labor</b>	<b>7,747,504.58</b>	
Fund	01	SACS Object	Amount	
		3101	922,849.60	STRS On 1000 Salaries
		3102	6,132.27	STRS On 2000 Salaries
		3201	36,581.10	PERS On 1000 Salaries
		3202	361,270.13	PERS On 2000 Salaries
		3301	88,685.58	
		3302	127,940.77	
		3401	630,017.03	
		3402	253,008.03	
		3501	2,949.66	State Unemploy On 1000 Salary
		3502	922.84	State Unemploy On 2000 Salary
		3601	105,742.39	Worker'S Comp Ins On 1000 Sal
		3602	33,131.82	Worker'S Comp Ins On 2000 Sal
		3701	78,018.27	
		3702	37,102.51	
		<b>Total Contributions</b>	<b>2,684,352.00</b>	
Fund	09	SACS Object	Amount	
		1100	15,139.18	Teachers' Salaries
		1200	641.92	Cert Pupil Support Salaries
		<b>Total Labor</b>	<b>15,781.10</b>	
Fund	09	SACS Object	Amount	
		3101	1,598.69	STRS On 1000 Salaries
		3201	1,179.62	PERS On 1000 Salaries
		3301	555.76	
		3401	1,769.46	
		3501	7.90	State Unemploy On 1000 Salary
		3601	282.88	Worker'S Comp Ins On 1000 Sal
		<b>Total Contributions</b>	<b>5,394.31</b>	
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	6,911.63	Instructional Aides' Salaries
		2400	8,945.71	Clerical & Office Salaries
		<b>Total Labor</b>	<b>46,122.39</b>	
Fund	11	SACS Object	Amount	
		3101	4,887.82	STRS On 1000 Salaries
		3202	3,282.42	PERS On 2000 Salaries
		3301	408.67	
		3302	1,163.70	
		3401	2,139.65	
		3402	2,492.31	
		3501	15.14	State Unemploy On 1000 Salary
		3502	7.93	State Unemploy On 2000 Salary
		3601	542.49	Worker'S Comp Ins On 1000 Sal
		3602	284.27	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>15,224.40</b>	

Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	1300	2,107.90	Cert Suprvrs' & Admins' Sal
	2100	10,675.38	Instructional Aides' Salaries
	2300	1,793.32	Class Suprvrs' & Admins' Sal
	2400	4,116.57	Clerical & Office Salaries
	<b>Total Labor</b>	<b>18,693.17</b>	
Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	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	1,603.89	
	3501	1.05	State Unemploy On 1000 Salary
	3502	8.31	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
	<b>Total Contributions</b>	<b>6,302.72</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	2200	133,650.41	Classified Support Salaries
	2300	28,421.60	Class Suprvrs' & Admins' Sal
	2400	16,112.29	Clerical & Office Salaries
	<b>Total Labor</b>	<b>178,184.30</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	3202	28,125.33	PERS On 2000 Salaries
	3302	12,311.55	
	3402	14,241.14	
	3502	89.10	State Unemploy On 2000 Salary
	3602	3,193.97	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>57,961.09</b>	

ESCAPE ONLINE



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** January 6, 2021  
**SUBJECT:** **Approve Revolving Cash Fund Reports (December 2020)**

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

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

**FUNDING:** N/A.

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

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



01/04/21

**TUSD**  
**REVOLVING CASH FUND**  
 December 2020

Date	Num	Name	Memo	Paid Amount
12/15/2020	9695	CSBA	MIG Course 4	
			01-0000-0-0000-7150-5200-800-1001	-1,023.00
TOTAL				-1,023.00
12/15/2020	9695	CSBA	MIG Course 5	
			01-0000-0-0000-7150-5200-800-1001	-1,023.00
TOTAL				-1,023.00
12/15/2020	9695	CSBA	The Brown Act	
			01-0000-0-0000-7150-5200-800-1001	-1,023.00
TOTAL				-1,023.00
12/15/2020	9696	CSBA	MIG Course 4	
			01-0000-0-0000-7150-5200-800-1001	-1,023.00
TOTAL				-1,023.00
12/15/2020	9696	CSBA	MIG Course 5	
			01-0000-0-0000-7150-5200-800-1001	-1,023.00
TOTAL				-1,023.00
12/15/2020	9696	CSBA	The Brown Act	
			01-0000-0-0000-7150-5200-800-1001	-1,023.00
TOTAL				-1,023.00
12/15/2020	9697	CSBA	MIG Course 4	
			01-0000-0-0000-7150-5200-800-1001	-798.00
TOTAL				-798.00
12/15/2020	9697	CSBA	MIG Course 5	
			01-0000-0-0000-7150-5200-800-1001	-798.00
TOTAL				-798.00
12/15/2020	9698	CSBA	MIG Course 4	
			01-0000-0-0000-7150-5200-800-1001	-798.00
TOTAL				-798.00
12/15/2020	9698	CSBA	MIG Course 5	
			01-0000-0-0000-7150-5200-800-1001	-798.00
TOTAL				-798.00

01/04/21

**TUSD**  
**REVOLVING CASH FUND**  
December 2020

Date	Num	Name	Memo	Paid Amount
12/18/2020	9700	Office of the Assessor-Recorder	Solar Projects NOE fees	
			01-0000-0-0000-8100-5884-810-7370	-500.00
TOTAL				-500.00
12/18/2020	9700	Office of the Assessor-Recorder	Attn: Rosette Keopadubsy or Rosa Arceo	
			01-0000-0-0000-8100-5884-810-7370	-500.00
TOTAL				-500.00
12/07/2020	9691	WEST HIGH FFA	REQ21-01473 35 Poinsettias	
			01-0000-0-0000-7150-4300-810-1001	-350.00
TOTAL				-350.00
12/07/2020	9692	THE TECH MUSEUM	PO21-01401 Virtual Field Trip-Physics Roller ...	
			01-0000-0-1110-1000-4300-340-3002 Order #18...	-200.00
TOTAL				-200.00
12/09/2020	9693	CSBA	Board Orientation; Brown Act Ana Blanco	
			01-0000-0-0000-7150-5200-800-1001	-600.00
TOTAL				-600.00
12/14/2020	9694	CENTRAL REGION CATA	PO21-01289 Merrill F West HS CA0394 Road ...	
			01-7010-0-1110-2140-5800-700-6512	-200.00
TOTAL				-200.00
12/15/2020	9695	CSBA	Nathalia Erskine registration fee	
			01-0000-0-0000-7150-5200-800-1001	-1,023.00
TOTAL				-1,023.00
12/15/2020	9696	CSBA	Lori Souza registration fee	
			01-0000-0-0000-7150-5200-800-1001	-1,023.00
TOTAL				-1,023.00
12/15/2020	9697	CSBA	Ana Blanco Registration Fee	
			01-0000-0-0000-7150-5200-800-1001	-798.00
TOTAL				-798.00
12/15/2020	9698	CSBA	Zachary Hoffert Registration Fee	
			01-0000-0-0000-7150-5200-800-1001	-798.00
TOTAL				-798.00

01/04/21

**TUSD**  
**REVOLVING CASH FUND**  
 December 2020

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
12/17/2020	9699	DEPARTMENT OF PESTICIDE RE...	REQ21-01533 Mark Minten Renewal Fees	
			01-8150-0-0000-8110-5800-800-9502	-120.00
TOTAL				-120.00
12/18/2020	9700	Office of the Assessor-Recorder	PO21-01453 Tracy Unified School District	
			01-0000-0-0000-8100-5884-810-7370	-500.00
TOTAL				-500.00



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** January 12, 2021  
**SUBJECT:** Approve Agreement for Contract Services with Core Collaborative to Provide Math Training for the 2020-2021 School Year

**BACKGROUND:** The Core Collaborative EmpowerED Series™ has been organized into six professional learning strands to support teachers in creating optimal conditions for student-centered approaches to learning with an emphasis on student ownership and collaborative learning. The EmpowerED Series will provide professional development to assist Tracy Unified School District with the implementation of a district-wide initiative to foster rigorous and relevant learning environments through integrated STEM units and math units of study. The Core Collaborative is best able to support Tracy Unified in making connections between the designed Units of Study and the need to move toward increasing rigor, relevance, and relationships for all students in mathematics.

**RATIONALE:** This contract will continue building the knowledge and skills educators need to improve student academic performance, specifically, in Mathematics and STEM integration for all students. This contract will support the work by:

- Developing student centered assessments, authentic performance assessment.
- Developing defined language and practices of student mathematicians.
- Engaging students in peer assessment to develop inquiry around error analysis and mathematical concepts with teachers.
- Providing a united focus on improving teacher actions to increase student achievement.

The professional development for teachers includes one Foundation Day, four Days of support (done in 3 hour segments total of 8 segments), and one STEM support day of training.

This agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The total cost for the staff development training is \$35,700.00 and will be paid by Title 2 Funds.

**RECOMMENDATION:** Approve Agreement for Contract Services with Core Collaborative to Provide Math Training for the 2020-2021 School Year.

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

4629 Cass St. #292  
San Diego, CA 92109



info@thecorecollaborative.com

The Core Collaborative

## Professional Development Proposal

The EmpowerED Learner Series: EmpowerED Mathematicians

Submitted for consideration to:

Tracy Unified School District  
1875 Lowell Ave  
Tracy, CA 95376

Proposal Submitted: 12/21/2020

Proposal Valid Until: 01/20/2021

Payment Terms: Net 30 Days  
After Service

## The EmpowerED Series™ Overview:

The Core Collaborative enables professionals to partner together to determine the purpose and focus of their professional learning so that it can contribute to system innovation, system focus, collective action and a deeper understanding of what works best in schools.

**The EmpowerED Series™** has been organized into six professional learning strands to support teachers in creating optimal conditions for student centered approaches to learning with an emphasis on student ownership and collaborative learning.

1. EmpowerED Learner
2. EmpowerED Systems
3. EmpowerED Assessment
4. EmpowerED Curriculum
5. EmpowerED Coaching
6. EmpowerED Partnerships

Upon completion of strength based assessment, the school will work with a T.C.C learning specialist to determine the best entry point for innovating within the system.

The following information outlines suggested phases of implementation through an inquiry focus on **strengthening assessment for learning through mathematics.**



The following is an overview of the professional learning designed to meet the needs of the system. Additional consultation with our consultant(s) will occur prior to the outset of this plan to confirm objectives and time lines. In addition, the focus of the plan (objectives for each day) can be altered during the course of this plan based on client need.



## Part I: Proposal Overview

### **A. Student-Centered Assessment: The Formative Assessment Process in Action**

- Nationally, formative assessment has been misunderstood; ineffective formative assessment implementation has required more testing and scoring of tests that don't give a window into students' thinking or understanding.
- Teacher teams will learn how to develop transferable, criteria-based tasks to support next generation learning outcomes. Our formative assessment model puts students at the center of the learning. We partner with students in learning so they are empowered to:
  - Know where they are going
  - Know where they are
  - Know their next steps

### **B. Authentic Performance Assessment**

- Authentic performance assessments require students to apply knowledge, skills, and work habits through the performance of tasks that are meaningful and engaging to them; it is real life!
- The aim of our model is to assess mathematical abilities in contexts that closely resemble actual situations in which those situations are used. Student are empowered to:
  - Solve real world problems
  - Design and showcase authentic products and performances
  - Leverage habits of mind critical for learning
  - Engage in peer critique

### **C. Explore! Developing Mathematicians**

- Creating a mathematical environment where ALL students are engaged continues to challenge teachers' year after year. Instead of "telling and showing" students how "to do math", students must be empowered to investigate concepts, wrestle with complex ideas, and make sense of math.
- Participants will explore how teacher teams can design inquiry to "fit" within the traditional time allotted to teach math?
- Rigor in mathematics has been defined as a balance of conceptual understanding, procedural fluency, and problem solving/application. To cultivate a rigorous mathematics learning environment, EmpowerED Mathematicians problem-solve, persevere and explore the math to make sense of it!
- These sessions will focus on teaching instructional leaders' strategies for effective feedback, modeling, and explaining the various roles in an inquiry based setting to build capacity. Through classroom walks with teams, lesson study, and teacher and student feedback, teams will increase the level of rigor in the math classroom.

### **D. Peer Power: Engaging Students in Peer Assessment**

- Research indicates that self-assessment is crucial to improved learning. Self-assessment encourages students to set higher learning goals and provide greater effort to their learning.
- Peer assessment involves students reflecting on the work of their peers against success criteria related to a learning goal and providing constructive feedback. When properly implemented, self and peer assessment gives teachers reliable information about student learning and empowers students to take ownership.
  - Explore the research & effects on learning
  - Lift the level of descriptive feedback
  - Leverage the four phases of peer review





## Part II: Deliverable Outcomes

- **Student-Centered Assessment**
  - Identify the characteristics of an Empowered Learner
  - Recall the high yield influences that support student ownership of learning
  - Describe the relationship between teacher/classroom clarity and the formative process
  - Explain how clear learning intentions and success criteria can help support learners and teachers
  - Create critical formative tasks along a progression of learning tied to focus standards.
- **Empowering Mathematicians**
  - Define an equitable, viable, coherent curriculum
  - Unpack focus standards to determine clear learning intentions based on key competencies
  - Develop rationale statements for every critical area of focus
  - Organize and sequence standards for a coherent pacing across a learning year
  - Enhance teacher clarity through engaging in problem solving and inquiry
  - Create formative, critical writing tasks with success criteria aligned to standard-based learning intentions
  - Learn a variety of ways to frame learning intentions based on the unpacked standards
- **Peer Power**
  - Build a shared language for peer review
  - Define self and peer assessment in relationship to the formative assessment process
  - Learn the four stages of peer review that teachers can apply in the classroom immediately



### Part III: Financial Investment

Prices are inclusive of cost of travel and based on number of days. Days must be scheduled in consecutive increments of 2-4 days at a time.

1 Foundation Day with Lori Cook	\$5,950.00
4 Days of support (done in 3 hr segments total of 8 segments)	\$23,800.00
1 Stem Support day	\$5,950.00
<b>TOTAL</b>	<b>\$35,700.00</b>

### Information About Our Cohort Model:

The EmpowerED™ series can be delivered in a variety of ways that best fit the needs of the client. For the highest transference of knowledge to application with the days requested, the following arrangement is recommended:

- Multiple schools or job alike teams come together in one location for a series of face-to face sessions with action research driving the work in between sessions with site leaders.
- Ex. Two schools' K-1 teams come for training for 1 day each quarter and are expected to work with site instructional leaders in between to apply new knowledge.
- This model is recommended for large groups of 30-75 self-motivated learners that have a strong pedagogical foundation.
- It is recommended that each school team bring no more than 8-10 people per day. Please speak with the partner consultant prior to the event to confirm the amount of people attending.
- It is also highly recommended that a principal, assistant principal, or instructional coach work with assigned grade levels and attend the training with their team.
- For efficiency and effectiveness of the professional learning days, no more than 4 schools can make up a cohort.



## Part IV: Company Contacts

It has been my pleasure working with you to bring this unique opportunity to learn to your staff.

Our next steps are as follow. Let's:

- ✓ **Set up a time to review this proposal** to make sure it is exactly what you need to provide to your colleagues and the decision-makers that will be involved in the process.
- ✓ **Hold dates with the Consultant(s)**, the earlier we can do this will assure that we can provide the work on the dates you need! We don't need to have a signed contract in order to hold dates with a Partner Consultant.

Please contact us at your earliest convenience.

Warm Regards,



Sarah Steven, National Director of Professional Learning  
Phone: 620.404.8782  
Email: sarah@thecorecollaborative.com



Brian Roy, Executive Director of Learning Partnerships  
Phone: 818.967.1674  
Email: brian@thecorecollaborative.com



Tony Francoeur, Chief Financial Officer  
Phone: 858.688.1177  
Email: brian@thecorecollaborative.com

For Other Professional Learning Services, Please Visit <http://www.thecorecollaborative.com>



**The Core Collaborative**  
 4629 Cass Street #292  
 San Diego, CA 92109  
 (858) 688-1177  
 tony@thecorecollaborative.com



## Estimate

### ADDRESS

Ms Juliana Stocking  
 Tracy Unified School District  
 1875 Lowell Ave  
 Tracy, CA 95376

**ESTIMATE #** 1952

**DATE** 12/21/2020

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ACTIVITY	QTY	RATE	AMOUNT
<b>Professional Development:Learner Centered Curriculum</b> Professional Services to be rendered for Learner Centered Math with Lori Cook 1 Foundation Day Date: TBD	1	5,950.00	5,950.00
<b>Professional Development:Learner Centered Curriculum</b> Professional Services to be rendered for Learner Centered Math with Lori Cook 4 Days of Support (8 -three hour sessions) Dates: TBD	4	5,950.00	23,800.00
<b>Professional Development:Learner Centered Curriculum</b> Professional Services to be rendered for Learner Centered Math with Lori Cook 1 Stem Support Day Date: TBD	1	5,950.00	5,950.00
<b>TOTAL</b>			<b>\$35,700.00</b>

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Accepted By

Accepted Date



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** January 13, 2021  
**SUBJECT:** **Approve Increase to Existing Master Contract with Nonpublic Agency-360 Degree Customer, Inc.**

**BACKGROUND:** 360 Degree provides in person licensed Occupational Therapists, School Psychologists, Speech & Language Pathologists, Assistive Technology, and Special Education Teachers to students with exceptional needs throughout the district. The contract with 360 Degree was originally board approved August 11, 2020 with an anticipated expense of \$1,100,000.00. The need for addition in person Special Education Teachers, Speech Pathologists, and Occupational Therapists has since been identified.

**RATIONALE:** TUSD does not have access to licensed Occupational Therapists, Speech & Language Pathologists, Speech & Language Pathologists Assistants and Resource Teachers in the district. Therefore, it is necessary to provide these services through a contract agreement. 360 Degree Customer, Inc provides these services to students at their school sites. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal # 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for the remainder of the 2020-2021 school year and related services will not exceed \$2,000,000.00 for the fiscal year beginning January 4, 2021 and ending December 31, 2021. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account #01-6500-0-5750-1180-5800-800-2542.

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

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** January 4, 2021  
**SUBJECT:** Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter ending January 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 October 15, 2020 – January 15, 2021 reporting period.

**RATIONALE:** The quarterly report for the period of October 15, 2020 through January 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 January 15, 2021.

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

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

District: Tracy Unified School District

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

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

Date for information to be reported publicly at governing board meeting: January 26, 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
<b>TOTALS</b>	0	0	0

Brian Stephens  
 Print Name of District Superintendent

Brian Stephens 1/4/21  
 Signature of District Superintendent Date



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** January 19, 2021  
**SUBJECT:** **Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Haynes Family of Programs Inc-S.T.A.R. Academy**

**BACKGROUND:** Board approval is requested to contract for Non-Public Agency (NPA) placement for 2 students at Haynes Family of Programs Inc-S.T.A.R. Academy in La Verne CA. The District's Special education administration would like to contract with Haynes Family of Programs Inc-S.T.A.R. Academy to provide services from a licensed credentialed specialist as part of the individual education plan for these 2 students. Approval at this time is necessary pursuant and indicated on both student IEP's.

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

**FUNDING:** Expenses for the 2020-2021 regular school year and related services will not exceed \$12,000.00 for the fiscal year beginning December 4, 2020 and ending December 31, 2021. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Haynes Family of Programs Inc-S.T.A. R Academy.

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





# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** January 12, 2021  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment

**BACKGROUND:**

NAME/TITLE

SITE

**CERTIFICATED RETIREMENTS**

EFFECTIVE  
DATE

REASON

Corral, Larry  
Physical Education

WMS

2/16/2021

Retirement

Kikes, Diane  
2<sup>nd</sup> grade

Central

5/29/2021

Retirement

**BACKGROUND:**

NAME/TITLE

SITE

**CLASSIFIED RETIREMENTS**

EFFECTIVE  
DATE

REASON

Bassett, Ann  
H.S. Attendance Secretary

West High

2/1/2021

Retirement

**BACKGROUND:**

NAME/TITLE

SITE

**CLASSIFIED RESIGNATION**

EFFECTIVE  
DATE

REASON

Baca, Berta  
Food Service Worker

West High

1/15/2021

Personal

Bem, Robert  
Utility Person II

MOT

1/10/2021

Accepted Utility  
Person III position

Galvan, Tara Food Service Worker	West High	1/10/2021	Accepted Food Service Worker position with less hours
Garcia Castellon, Mary Food Service Worker	SWP	1/7/2021	Personal
Gonzalez Romero, Maria Food Service Worker	West High	1/15/2021	Personal
Kellogg, Alexander Utility Person III	MOT	1/15/2021	Personal
Mathis, Tricia Food Service Worker II	West High	1/3/2021	Accepted Food Service Supervisor position
Mulhern, Julie K-8 Library Technician	Williams	1/4/2021	Personal
Salud, Robert Utility Person III	MOT	1/10/2021	Accepted Irrigation Specialist/Bus Driver/ Custodian position

**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:** January 13, 2021  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

**BACKGROUND:**

**CLASSIFIED**

Bem, Robert

Utility Person III (Replacement)  
MOT  
Range 38, Step E - \$26.00 per hour  
8 hours per day  
Fund: General, Home to School  
Transportation, Ongoing and Major  
Maintenance

Galvan, Tara

Food Service Worker (Replacement)  
West High  
Range 22, Step B - \$15.56 per hour  
2 hours per day  
Fund: Child Nutrition School Program

James, Frederick

Utility Person III (Replacement)  
MOT  
Range 38, Step C - \$23.67 per hour  
8 hours per day  
Fund: Special Ed Transportation, General  
Fund Unrestricted, Ongoing and Major  
Maintenance

Mathis, Tricia

Food Service Supervisor (Replacement)  
West High  
Range 34, Step B - \$20.56 per hour  
8 hours per day  
Fund: Child Nutrition School Program

Motta, Joshua

ISET Technician (New)  
ISET

	Range 53, Step C - \$33.65 per hour 8 hours per day Fund: General Fund Unrestricted
Patino, Zoyla	K-8 Library Technician (Replacement) Jacobson Range 30, Step B – 17.87 per hour 5 hours per day Fund: State Lottery
Salud, Robert	Irrigation Specialist/Bus Driver/Custodian (Replacement) MOT Range 38, Step E - \$26.00 per hour 8 hours per day Fund: Ongoing and Major Maintenance
Vieira, Corinne	K-8 Library Technician (Replacement) Poet Christian Range 30, Step A - \$17.87 per hour 5 hours per day Fund: State Lottery

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** January 13, 2021  
**RE:** Approve Administrative Fieldwork Agreement with Concordia University

**BACKGROUND:** Tracy Unified School encourages colleges and universities to place students in our schools to complete their fieldwork requirements to obtain their credentials. This has aided the District in increasing the number of candidates that are available for a variety of administrative positions within the district. A contract between Tracy Unified School District and Concordia University will expand the options for meeting staffing needs. This agreement will be effective as of January 27, 2021 through January 26, 2024.

**RATIONALE:** Students are to be placed with fully credentialed experienced administrators within our district who are willing to serve as mentors. By approving this agreement with Concordia University, the district will expand its pool of applicants. This agenda item meets strategic goal #2; Hire, support, develop, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** None.

**RECOMMENDATION:** Approve Administrative Fieldwork Agreement with Concordia University

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



**Name of School District: Tracy Unified School District**  
**Date sent to school district: January 11, 2021**

This Administrative Credential candidate Agreement ("Agreement") is made and entered into as of the execution of the Agreement by both parties (on the "Effective Date") by and between Tracy Unified School District ("School District") located in Tracy, California, and Concordia University Irvine ("University") a non-profit religious corporation located in Irvine, California.

#### RECITALS

- A. School District operates schools within its service area, and employs credentialed school administrators to serve one or more of those schools.
- B. University is an institution of higher learning authorized pursuant to California law to offer education programs, including without limitation, the Administrative Credential program which requires Administrative Credential practicum experience to fulfill the credentialing requirements set forth by the California Commission on Teacher Credentialing (the "Program").
- C. School District operates schools which are suitable for University's Program. University desires to establish the Program at School District for the students of the University enrolled in the Program. School District desires to support the Program to assist in training students of University.
- D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program at School District schools.

#### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

##### 1. RESPONSIBILITIES OF UNIVERSITY

- 1.1 Academic Responsibility. University shall develop the curriculum for the Program and shall be responsible for student accreditation and/or approval by any state board or agency.
- 1.2 Number of Students. University shall designate and notify School District of the students who are enrolled and in good standing in the Program to be assigned for field experience at School District in such numbers as are mutually agreed upon between School District and University. University and School District will also mutually agree to the dates and length of the Program.
- 1.3 Orientation. University shall provide orientation to all students and ensure that all students receive instruction and have necessary basic skills prior to the field experience at School District.

- 1.4 Discipline. University shall be responsible for counseling, controlling, disciplining and all activities of students at School District.
- 1.5 Documentation. University shall maintain all attendance and academic records of students participating in the Program. University shall implement and maintain an evaluation process of the students' progress throughout the Program.
- 1.6 Fingerprint and TB Clearance. The University will be responsible for students obtaining fingerprint and TB clearance and maintaining all documentation should proof be requested.

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

In accordance with California Education Code Section 49406, each credential candidate prior to assignment to District must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, prior to beginning the candidate's assignment in the District.

Tracy Unified School District (TUSD) requires students to obtain fingerprint clearance through Tracy Unified School District at a \$25.00.

Students must provide a copy of negative TB certification that has been done within the last three years in respect to their fieldwork experience start date

- 1.7 School District Policies and Procedures. University shall ensure that each student is aware of and understands all applicable School District policies and procedures and shall require each student to conform to all such School District policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of School District and University.
- 1.8 Supplies and Equipment. University shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program. University shall also be responsible, as between School District and University, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program.
- 1.9 Confidentiality. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District and the University shall remain strictly confidential and shall not be disclosed without consent of the other party.

The University shall notify Students that they are responsible for respecting and maintaining the confidentiality of all Student information and law enforcement records which the Student may receive or have access to pursuant to this Agreement. The University shall notify Students that they must agree to comply with the terms and conditions of all applicable confidentiality laws, including but not

limited to the Family Educational Rights and Privacy Act ("FERPA") and the Regulations promulgated thereunder (20 U.S.C. section 1232g; 34 C.F.R. Part 99); California Education Code section 49060 et seq. (pupil records); California Welfare & Institutions Code sections 300 and 600 et seq.; 827 (juvenile justice system records) ; California Welfare & Institutions Code §5328.6 and §5328.7 (Mental Health Records); and 42 U.S.C. §§290dd-2; (iv) Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Regulations promulgated thereunder (42 U.S.C. Sections 1320d-2 and 1320d-4; 45 C.F.R. Subtitle A, Subchapter C, Parts 160 – 164), as amended from time to time.

- 1.10 Insurance. University shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on University's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, University agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. University shall ensure that such policies provide for notification to School District at least thirty (30) days in advance of any material modification or cancellation of such coverage. University also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of University working at School District pursuant to this Agreement at all times during the course of this Agreement. University shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program. See Exhibit 1.
- 1.11 Accreditation. University shall at all times during the course of this Agreement be accredited, licensed or qualified to offer the Program to students.
- 1.12 Program description: See exhibit A attached for the description of the practicum/fieldwork requirements.

## 2. RESPONSIBILITIES OF SCHOOL DISTRICT

- 2.1 Access. School District shall permit nonexclusive access to the Program to those students designated by University as eligible for participation in the Program at School District provided such access does not unreasonably interfere with the regular activities at School District. School District agrees to provide qualified students with field experience opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of School District pupils.
- 2.2 Implementation of Program. School District agrees to cooperate with and assist in the planning and implementation of the Program at School District for the benefit of students from University.
- 2.3 Supervision: School District shall provide for the supervision of University students in their field experience at School District school(s) by a properly credentialed school administrators provided by the School District.
- 2.4 Space and Storage. At School District's discretion, it will provide students with a workspace at the School District school(s) and with an acceptable amount of



storage space for University's instructional materials for use in the Program, subject to reasonable availability.

- 2.5 Removal of Students. In the event that any University student, in the sole discretion of School District, fails to perform satisfactorily, fails to follow School District policies, procedures and regulations, or fails to meet School District standards for health, safety, security, cooperation or ethical behavior, School District shall have the right to request that University withdraw the student from the Program. University shall comply with School District's request within five (5) days of receipt of written notice from School District. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to safety or personnel, School District may immediately exclude any student from School District until final resolution of the matter with University.
- 2.6 Documentation. School District agrees to make available to qualified students of University a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules.
- 2.7 Statement of Adequate Staffing. School District acknowledges that it has adequate administration staffing and that students participating in the Program shall not be required to substitute for any school district contracted employee necessary for reasonable staffing coverage.
- 2.8 Authority. School District shall maintain at all times full authority over and responsibility for care of its pupils and may intervene and/or redirect University students when appropriate or necessary.
- 2.9 Insurance. School District agrees to maintain professional liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School District agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. School District shall ensure that such policies provide for notification to University at least thirty (30) days in advance of any material modification or cancellation of such coverage. School District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School District working at School District pursuant to this Agreement at all times during the course of this Agreement. School District shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis.

### 3. RELATIONSHIP OF THE PARTIES

- 3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for three (3) years unless terminated sooner as provided herein.
- 3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, School District will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of said notice by School District, was satisfactorily participating in the Program.

- 3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that University is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between School District and University an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between School District and any University student.
- 3.4 Role of Students. It is not the intention of University or School District that any students occupy the position of third party beneficiary of any obligations assumed by School District or University pursuant to this Agreement.
- 3.5 Publicity. Neither University nor School District shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program without the prior written consent of the other party.
- 3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of School District.

#### 4. GENERAL PROVISIONS

- 4.1 Entire Agreement; Amendment. This Agreement contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement.
- 4.2 Assignment. Neither party shall subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of the other party. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.
- 4.3 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its officers, directors, regents, agents, employees, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its officers, directors, regents, agents, employees, students, or subcontractors.
- 4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.
- 4.5 Non-Discrimination. Neither party shall discriminate against any University student on the basis of race, age, religion, sex, color, creed, national origin, handicap,

disability or sexual preference, except to the extent that religious freedom exemptions apply.

- 4.6 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

School District: Tracy Unified School District  
1875 W. Lowell Ave  
Tracy, CA 95376

University: Concordia University Irvine  
1530 Concordia West  
Irvine, CA 92612  
Attn: Office of the Provost  
Copy to General Counsel  
(mailto:ron.vanblarcom@cui.edu)  
Copy to MOU Coordinator  
(charlie.rodriques@cui.edu)

- 4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- 4.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.
- 4.9 Program Description: Refer to Exhibit A for the description of the practicum and fieldwork program.

**SIGNATURE PAGE**

THIS AGREEMENT IS ENTERED INTO THIS 27 DAY OF JANUARY, 2021.

AGREEMENT EFFECTIVE:

STARTING 27 DAY OF JANUARY, **2021** THROUGH 26 DAY OF JANUARY, **2024**.

(Three year agreement – May be renewed with consent of both parties)

**SCHOOL DISTRICT:**

Signature: \_\_\_\_\_

Typed Name: TAMMY JALIQUE

Title: ASSOCIATE SUPERINTENDENT FOR HUMAN RESOURCES- TRACY UNIFIED SCHOOL DISTRICT, TRACY, CA 95376

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

**CONCORDIA UNIVERSITY:**

Signature: \_\_\_\_\_

Typed Name: Rev. Dr. Scott Ashmon, Provost – Concordia University, Irvine, CA.

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

## Exhibit A

During the course of the Practicum experience, the Practicum experience student will complete the approved Concordia University Practicum experience portions of the program.

- a. The duration for the Practicum experience will be determined prior by the School District and Concordia University for each Practicum experience student. It is intended that this Practicum experience encompass a period of at least one term and will not exceed the time limits as listed below:

Practicum: Not to exceed 1 calendar year

The School District and Concordia will cooperatively develop and implement a support system for each Practicum experience student.

- b. The Administrative Practicum experience student will be provided experience and practice in the school and classroom. Anticipated duties are listed below. Duties will vary according to available opportunities on the site, as determined by the District. The Practicum experience activities will be determined using the Planning Document based upon the California Standards for the Administrative Credential.

Practicum Duties – 100 hours required (University/School District-level):

- 1) Parent Meeting Presentation
- 2) Test Planning
- 3) Facilitating Department Meeting
- 4) GATE (or similar) Budget Development
- 5) Facilitating IEP Meeting
- 6) Administrative Collaboration: Curriculum
- 7) Present at Staff Development
- 8) Conduct Parent Workshop



Exhibit 1  
1875 W. Lowell Avenue  
Tracy, CA 95376  
Phone (209) 830-3230  
Fax (209) 830-3269

- 
1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
    - a. List the "Certificate Holder" as follows:  
Tracy Unified School District  
1875 W. Lowell Avenue  
Tracy, CA 95376
    - b. Comprehensive General Liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate with endorsement. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Risk Management Department).
    - c. Proof of Automobile Liability, if transporting students or routinely driving on campus.
    - d. Proof of Workers Compensation, if applicable, (waiver of subrogation to be part of this coverage).
    - e. Proof of Professional Liability Insurance, if applicable, with coverage for Sexual Molestation Coverage (\$1,000,000) with endorsement.
  2. An **Additional Insured Endorsement** (Form Number **CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization** or its direct equivalent) **must** accompany the Certificate of Liability Insurance. Please note the following:
    - a. List the "Additional Insured" as follows:  
**Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insured with the respects to Liability.**
    - b. The coverage shall be primary and non-contributory, with respect to general and professional liability with waiver of subrogation for workers compensation (if applicable).
    - c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.
-



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** January 13, 2021  
**SUBJECT:** **Approve Resolution No. 20-10 Support of Applications for Eligibility Determination and Funding in the School Facility Program When Bond Authority is Exhausted**

**BACKGROUND:** The Office of Public School Construction announced in September 2018 that Proposition 51 new construction bond authority was exhausted, and in February 2019, modernization bond authority was exhausted. When bond authority is exhausted funds are no longer available to be apportioned to districts, however, the state continues to allow districts to file applications which are placed on what is called an “Acknowledgement List.” However, in order to file an application, State Allocation Board regulations require district governing boards to adopt a resolution acknowledging the lack of bond authority, that applications will not undergo any substantial review, that the state funding program may change, the District’s construction activities are at its own discretion, and that the State cannot guarantee any funding for the applications in the future. Nonetheless, it is important for the Tracy Unified School District to file the request for funds in the event Proposition 51 bond funds return to the program or if additional state bond funds become available for the Program.

**RATIONALE:** The resolution is before you to allow the filing of applications for eligibility and funding that may be undertaken by the Facilities Dept. staff to secure additional future funding apportionments.

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Resolution No. 20-10 Support of Applications for Eligibility Determination and Funding in the School Facility Program When Bond Authority is Exhausted.

**Prepared by:** Jaime Quintana, Director of Facilities and Planning.



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 20-10  
Support of Applications for Eligibility Determination and Funding in the  
School Facility Program When Bond Authority is Exhausted**

**WHEREAS**, the Board of Education ("Board") has determined that school facilities within the Tracy Unified School District (the "District"), within the County of San Joaquin need to be constructed and/or modernized; and

**WHEREAS**, the State Allocation Board (SAB) has established an "Applications Received Beyond Bond Authority List" for projects that have been received.

Pursuant to Title 2, Code of California Regulations Section 1859.95.1, the School Board of the Tracy Unified School District hereby acknowledges the following:

- (1) The Board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on the applications filed with the SAB after the acceptance of this Resolution.
- (2) The Board acknowledges that the State of California is not expected nor obligated to provide funding for the projects and the acceptance of the applications does not provide a guarantee of future State funding.
- (3) The Board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the applications being submitted.
- (4) The Board acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The District's Approved Applications may be returned.
- (5) The Board acknowledges that they are electing to commence any pre-construction or construction activities at the District's discretion and that the State is not responsible for any pre-construction or construction activities.
- (6) The Board acknowledges that, if bond authority becomes available for the SAB to provide funding for the submitted applications, the District must apply for financial hardship status, if necessary and applicable at the time.



**THEREFORE, BE IT HEREBY RESOLVED**, that the Tracy Unified School District Board of Education is in support of submitting these eligibility and funding applications under the School Facility Program or any future State school facilities program under the conditions described above.

**BE IT FURTHER RESOLVED**, that the Superintendent will provide copies of this resolution, along with appropriate attachments as applicable, to interested parties as required.

**PASSED AND ADOPTED** this 26<sup>th</sup> day of January, 2021, by the Board of Trustees of the Tracy Unified School District by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** January 19, 2021  
**SUBJECT:** Approve Tentative Agreements with the Tracy Educators Association

**BACKGROUND:** The Master Agreement between Tracy Unified School District and Tracy Educators Association (TEA) will expire on June 30, 2020. Articles within the Master Agreement were negotiated, and Tentative Agreements were signed for the re-opener articles sunshined for the 2020-2021 successor negotiations. The Tentative Agreements (see attached) were approved and ratified by the TEA members on various dates.

**RATIONALE:** The attached Tentative Agreements include modifications to some of the existing language in the Master Agreement between the Tracy Unified School District (District) and Tracy Educators Association (TEA) (see attached):

- Article III – Association Responsibilities and Rights
- Article VI – Hours
- Article VII – Duties
- Article XIII – Salaries
- Article XIV – Fringe Benefits
- Article XVI – Transfer/Reassignment
- Article XVII – Evaluation
- Article XXXIX -Duration
- Article XLII – Support of Agreement
- Side Letter Article I - Recognition

**FUNDING:** None.

**RECOMMENDATION:** Approve Tentative Agreements with the Tracy Educators Association

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

Tracy Unified School District  
Tracy Educators Association  
**TENTATIVE AGREEMENT**  
December 3, 2020

This is a tentative agreement between the Tracy Unified School District ("TUSD") and Tracy Educators Association ("TEA") (together referred to as the "parties") reached on December 3, 2020.

1. This Tentative Agreement completes successor negotiations for the 2020-2021 school year. There will be no additional reopener negotiations for the 2020-2021 school year.
2. The parties agree that Article VI Hours will be a mutual reopener for the 2021-2022 school year and shall not count toward either parties' reopeners.
3. The parties previously reached Tentative Agreements on the following for the 2020-2021 school year:

**ARTICLE III – ASSOCIATION RESPONSIBILITIES AND RIGHTS – Add Section B.13 and B.14** - Tentative Agreement signed on December 11, 2019. (See attached)

**ARTICLE VI – HOURS – Change Section A.3** – Revised Tentative Agreement signed on November 3, 2020. (See attached)

**ARTICLE VII – DUTIES – Add New Section M** – Tentative Agreement signed on March 4, 2020. (See attached)

**ARTICLE XIII SALARIES (COMPENSATION) - Change Section A.1**– Tentative Agreement signed on November 18, 2020. (See attached)

**ARTICLE XIV – FRINGE BENEFITS – Add New Section B** – Tentative Agreement signed on November 18, 2020. (See attached)

**ARTICLE XVI – TRANSFER/REASSIGNMENT – Change Section F** - Tentative Agreement signed on March 4, 2020. (See attached)

**ARTICLE XVII – EVALUATION – Change Section C.1b and C.2b** – Tentative Agreement signed on October 9, 2019. (See attached)

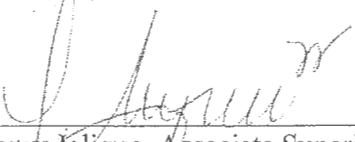
**ARTICLE XXXIX - DURATION – Changes to section A, B and C** - Tentative Agreement signed on November 18, 2020. (See attached)


**ARTICLE XLII – SUPPORT OF AGREEMENT – Updated Signatures** - Tentative Agreement signed December 3, 2020. (See attached)

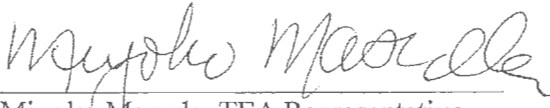
**SIDE LETTER ARTICLE I - RECOGNITION – Remove Section A.1h** - The parties mutually agreed the Speech Language Pathologist classification will no longer be a classification within the TEA bargaining unit.

4. This Agreement and the attached Tentative Agreements are subject to ratification by TEA and the District's Governing Board of Trustees and shall become effective upon ratification.

Tentatively agreed to this 3<sup>rd</sup> day of December, 2020 in Tracy California.

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

  
\_\_\_\_\_  
Vicki Headley, TEA Representative

  
\_\_\_\_\_  
Miyoko Masuda, TEA Representative

TENTATIVE  
AGREEMENT

ARTICLE III – ASSOCIATION RESPONSIBILITIES AND RIGHTS

December 11, 2019

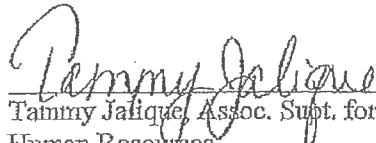
The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to add the following language:

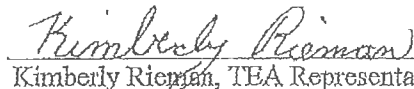
ARTICLE III  
ASSOCIATION RESPONSIBILITIES AND RIGHTS

Add the following to section B:

13. The district shall notify the Association of newly hired certificated staff prior to their start date.
14. The district shall provide the Association with the dates on which the initial TTIP shall occur at the beginning of the school year, and shall arrange for the Association to facilitate one hour of association orientation adjacent to the lunch time on one of the specified dates. In addition, if the district offers additional TTIP orientation meetings for newly hired certificated staff the Association shall be notified in advance of the dates, once established, on which those meetings shall occur, and shall arrange for the Association to facilitate a meeting for the purpose of orientation.

Tentatively agreed to this 11th day of December, 2019, in Tracy, California.

  
\_\_\_\_\_  
Tammy Jalique, Assoc. Supt. for  
Human Resources

  
\_\_\_\_\_  
Kimberly Riemann, TEA Representative

TENTATIVE  
AGREEMENT

November 3, 2020

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to the following:

ARTICLE VI  
HOURS

A. ANNUAL CALENDAR

1. The number of working days for the term of this Agreement shall be one hundred eighty-three (183), of which one hundred eighty (180) will be instructional and three (3) will be mandatory staff development days. One of the two non-instructional days prior to the beginning of the new school year will be reserved for site-based planning and preparation as directed by the principal. At least 3 ½ continuous hours, which does not include lunch time, of that workday will be reserved for unencumbered teacher classroom preparation.

With respect to the two non-instructional days prior to the beginning of the school year, the first non-instructional day will be a District day, and the second day will be for site-based planning and preparation.

2. The contract year for first year unit members will include an additional two (2) days of district staff development during the school year for a total of one hundred eighty-five (185) days. In addition, first year unit members shall be required to attend an additional four (4) days of district staff development paid at their per diem rate.

First Year Teachers

	<u>Days</u>	<u>Mandatory</u>	<u>Pay</u>
Instructional Days	180	yes	contract year
Staff Development	3	yes	contract year
TTIP* Staff Devel.	2	yes	contract year
TTIP* Staff Devel	4	yes	per diem with attendance
	189		

\*TTIP – Tracy Teacher Induction Program

3. Contingent upon receiving funding from the state, an additional three (3) days will be designated as voluntary staff development buy-back days for all unit members. Contingent upon receiving funding from the state, unit members will be paid \$249 for each voluntary staff development day at which they are present. If the amount of the state funding changes, the negotiation teams for TEA and the district will meet to determine the daily rate. Unit members who choose not to attend the

voluntary staff development days shall not be held accountable for specific content presented on these days. However, unit members are responsible for maintaining and improving their professional skills and implementing district and site goals and objectives and state mandates.

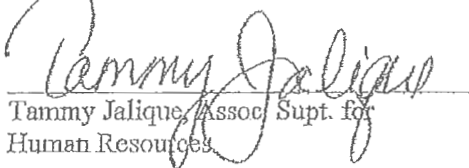
The district will provide three voluntary, non-contractual days. The first two (2) days will be designated as voluntary staff development buy-back days for all unit members. Unit members will be paid \$249 for each voluntary staff development day at which they are present. Unit members who choose not to attend the voluntary staff development days shall not be held accountable for specific content presented on those days. However, unit members are responsible for maintaining and improving their professional skills and implementing district and site goals and objectives and state mandates.

The third voluntary day will be designated as an unencumbered Classroom Work Day. The intent of this Classroom Work Day is to provide teachers with one-half day room prep on a designated date at the beginning of the year and one-half day room closure on a designated date after the end of the contract year. Alternately, a unit member may use the full day on the designated date prior to contract year or the full day on the designated date after the contract year. These seven-and-a-half hours (7.5) will be paid at the Buy Back rate (timesheet) of \$124.50 (half day) or \$249 (full day).

A staff development advisory committee will be formed annually and begin to meet no later than the end of March to evaluate the current year's staff development activities and develop recommendations to the District for staff development activities for the following school year. The committee will be comprised of Association unit member representatives appointed by TEA from the following areas: K-5, K-8, 6-8, 9-12, YRE, and Special Education (e.g. RSP, SDC, APE and/or SLP unit members), as well as District and site administrators.

4. TEA/TUSD will jointly develop and submit one or more years of recommended calendars to the Board on or before February 1 in the year prior to the expiration of the last board approved calendar. If TEA/TUSD cannot reach an agreement by the due date (Feb. 1), then the parties will recommend to the Board the adoption of the last board approved calendar for the following school year, with minor adjustments. Adjustments shall be limited to ensure contract days occur on weekdays and that holidays are taken on generally accepted days.

Tentatively agreed to this 3rd day of November, 2020, in Tracy, California.

  
Tammy Jalique, Assoc. Supt. for  
Human Resources

  
Vicki Headley, TEA Representative

  
Miyoko Masuda, TEA Representative



TENTATIVE  
AGREEMENT

March 4, 2020

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to the following:

ARTICLE VII  
DUTIES

M. INCLUSION

A unit member may voluntarily sign up by March 15 to co-teach for the next year. The District will make a good faith effort to create common preps for inclusion teachers.

MN. EXTRA SECTIONS

Any 9th grade through 12th grade unit member interested in teaching extra class sections for the following school year may submit a written request to the principal at his/her site by February 1. The site administration shall consider all requests, along with other unit members at the site, prior to additional teaching sections being assigned. The Principal retains the right to assign extra class sections.

NO. DEPARTMENT CHAIRS

Any 9th grade through 12th grade unit member interested in serving as a department chair when there is a vacancy for department chair for the following school year may submit a written request to the principal at his/her site by February 1. The Principal shall electronically share the submitted names, and any other candidates' names, to department members. The department members may provide written feedback to the Principal prior to February 28. The site administration shall consider all requests, along with other unit members at the site, prior to department chair positions being assigned. The Principal retains the right to select the department chair.

ARTICLE XVI  
TRANSFER/REASSIGNMENT

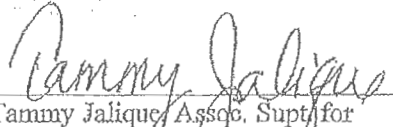
F. NOTIFICATION OF ASSIGNMENT

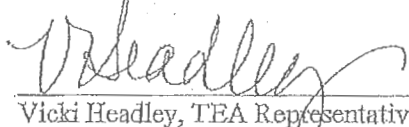
Each unit member shall be given written notice not later than the last day of classes of the ending school year of the next year's tentative assignment. **Each unit member shall be given written notice of the tentative co-teaching assignment not later than the last day of classes of the ending school year.** Such notice shall specify the building, grade level(s), and course(s)/preparation(s) to which the unit member will be assigned. If it becomes necessary to change the building, grade level(s), or course(s)/preparation(s) prior to the beginning of the next school year, the unit member(s) shall be notified as soon as possible.

APPENDIX I

The above changes will be incorporated into APPENDIX I, Special Education.

Agreed to this 4th day of March, 2020, in Tracy California.

  
\_\_\_\_\_  
Tammy Jalique, Assoc. Supt. for  
Human Resources

  
\_\_\_\_\_  
Vicki Headley, TEA Representative

  
\_\_\_\_\_  
Miyoko Masuda, TEA Representative

TENTATIVE  
AGREEMENT

ARTICLE XIII - SALARIES (COMPENSATION)  
AND ARTICLE XIV FRINGE BENEFITS

November 18, 2020

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to the following:

ARTICLE XIII  
SALARIES (COMPENSATION)

For the 2020-2021 contract year, TUSD proposes a 0% increase.

ARTICLE XIV  
FRINGE BENEFITS

TUSD proposes adding the following language as a new section B with all other sections being re-lettered accordingly:

**B. Opt Out Option**

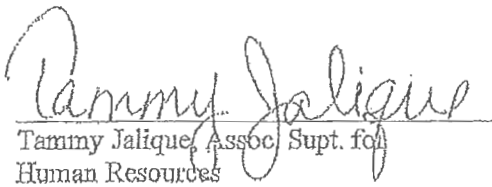
1. TEA and the District agree that the cap percentage established by the plan administrator shall be maintained.
2. TEA and the District acknowledge that more than the established cap percentage of the bargaining unit may wish to take advantage of the opt-out option; as such, the parties agree to the following:
  - a. TEA unit members must adhere to the plan administrator's guidelines including annual submission of required documentation.
  - b. Once the above items have been furnished, all members who have submitted their documents will be entered into a lottery to determine which unit members shall be granted opt-out privileges.
    - i. If the cap percentage is not met, all qualified unit members requesting the opt-out benefit will be granted the benefit.
    - ii. If more than the cap percentage wish to pursue this option a lottery will then be in effect to determine which unit members will be eligible to utilize the opt-out option. Only applications for those unit members selected in the top cap percentage of applicants shall be submitted to the plan administrator.
    - iii. Any applicant whose qualifications are not met according to the plan administrator will be replaced by applicants who are not in the cap percentage, as described in 3c below.


3. TEA and the District agree the lottery shall be conducted as follows:

- a. Names will be drawn randomly and assigned a number based upon the order in which they were drawn.
- b. The numbers representing the cap percentage of TEA unit membership shall be granted the opt-out benefit.

- c. Those numbers representing all unit members above the cap percentage shall be placed on the waiting list, in number order; should any of the unit members in the cap percentage be determined by the plan administrator to not qualify for the benefit, Names will then be moved forward based on place on the waiting list.
  - d. Names drawn during the lottery will be drawn in the presence of a TEA and a District representative.
4. TEA and the District agree that the above lottery and associated opt-out benefit shall only be offered during the open enrollment period.
  5. TEA and the District agree that new employees hired after the open enrollment period, cannot elect to enroll in the opt-out option if the opt-out cap percentage has been met. If the cap percentage has not been met then the new employee can elect the opt-out option.
  6. If the cap percentage has not been met by the established deadline, current unit members may continue to submit the appropriate documentation to be considered for opt out approval by the plan administrator on a first come first serve basis.
  7. All qualifying documents must be submitted to Human Resources by 5:00pm on the established deadline.
  8. TUSD and TEA will jointly determine the date upon which to conduct a lottery if needed.

Tentatively agreed to this 18<sup>th</sup> day of November 2020, in Tracy, California.

  
Tammy Jalique, Assoc. Supt. for  
Human Resources

  
Vicki Headley, TEA Representative

  
Miyoko Masuda, TEA Representative

TENTATIVE  
AGREEMENT

ARTICLE XVII - EVALUATION

October 9, 2019

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to the following Article;

ARTICLE XVII  
EVALUATION

A. PURPOSE

The purpose of evaluation is the improvement of instruction and a better educational program through professional growth of staff. The identification of unit member strengths and weaknesses is the basis for assistance towards growth and the correction of any deficiencies. The observations and appraisals also provide a sound basis for administrative decisions on continued employment.

Nothing in Article XVII, Evaluation, waives the rights of the District or unit member under Education Code, Section 44664.

B. JURISDICTION

1. The District retains sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the following procedural requirements.
2. Accordingly, no grievance shall contest the judgment of the evaluator or content of the evaluation. Grievances relating to evaluation shall be limited to claims that the following evaluation procedures have been violated.
3. It shall be the evaluatee's responsibility to comply and cooperate with the evaluation procedure as implemented by the evaluator.

C. TERMS AND PROCEDURES:

1. The Standard Formal Evaluation Process consists of an Evaluation Notification Conference and Pre-Evaluation Conference, at least two Formal Evaluations, as many Informal Evaluations as deemed necessary by the evaluator, and a Final Evaluation.

a. Evaluation Notification Conference;

- i. The unit member shall be furnished a copy of the evaluation procedures, evaluation standards, evaluation rubric, rating process of the evaluations and notified of the identified evaluator. In addition, the unit member shall receive links to the District applicable benchmarks and have access to applicable state frameworks as needed.
  - ii. Notification of the District's two chosen California Standards for the Teaching Profession (CSTP's) as District-wide standards of focus to be rated will be identified during the conference. The unit member will be responsible for choosing one additional California Standards for the Teaching Profession (CSTP's) focus to be rated.
  - iii. Probationary (non-tenured) employees shall be evaluated on all California Standards for the Teaching Profession (CSTP's).
- b. Pre-Evaluation Conference: The unit member being evaluated and the evaluator shall meet to discuss:
- i. The District will choose two California Standards for the Teaching Profession (CSTP's) as District-wide standards of focus to be rated. The unit member will choose one additional California Standards for the Teaching Profession (CSTP's) focus to be rated. As noted in a. iii. above, probationary (non-tenured) teachers will be evaluated on all California Standards for the Teaching Profession (CSTP's). For those unit members on year three of the 5-year evaluation cycle the standard which addresses lesson planning, currently Standard IV of the evaluation rubric, may not be chosen as the additional standard for evaluation as lesson planning is evaluated through pre-conference which does not take place with an informal evaluation.
  - ii. Objectives to be achieved during the evaluation period;
  - iii. Techniques for assessing whether those objectives and standards of performance have been achieved which techniques may include, but are not necessarily limited to, formal evaluations and informal observations, anecdotal records, conferences and the completion of reports by the evaluatee relating to objectives and standards of performance;
  - iv. A tentative schedule of evaluations, conferences and a final evaluation date.

- v. The unit member is responsible to identify, develop and write acceptable performance objectives which shall be discussed during the conference with the evaluator. Approval of written objectives does not prohibit the administrator from conducting evaluations, observations or final evaluation assessments on the selected standards for the given year.
- c. A Formal Evaluation consists of an Observation of classroom instruction with subsequent reduction to writing and post-conference. A Formal Evaluation includes a meeting prior to the observation. The scheduled Observation shall be made known to the unit member at least two (2) working days prior to the occurrence. The Observation shall be followed by a conference within five (5) working days and reduced to writing on the present evaluation form currently being used as shown in Appendix G within ten (10) working days.
- d. An Informal Evaluation is an observation of classroom instruction which does not require advanced notification to the unit member. When referenced as part of the Formal Evaluation Process, the Observation shall be followed by a conference within five (5) working days and reduced in writing on the evaluation form in Appendix G-1 within ten (10) working days. The number of information evaluations shall be determined as needed by the District.
- e. A Final Evaluation is the culminating document (Appendix G-2) of the Formal Evaluation Process and is based upon documents generated from at least two Formal Evaluations (one Formal Evaluation for the 5-year Formal Evaluation Cycle) and as many Informal Evaluations as deemed necessary by the District.

## 2. FREQUENCY

Probationary (non-tenured) and temporary unit members shall be evaluated each school year through the standard Formal Evaluation Process.

Permanent unit members not on a 5-year Formal Evaluation Cycle shall be evaluated at least every other school year through the standard Formal Evaluation Process.

Permanent unit members who are on a 5-year Formal Evaluation Cycle shall be evaluated at least every five (5) years according to the Five (5) Year Formal Evaluation Cycle.

If a unit member is scheduled to be evaluated during a particular school year but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place during the first year following his/her return to duty.

When a unit member is involuntarily transferred or voluntarily transferred they will remain on their current evaluation cycle.

If a permanent unit member receives a negative evaluation, the unit member will be evaluated annually until a rating above Unsatisfactory is achieved, or he/she is separated from the District.

a. Initial Qualifications for Being Placed on a Five (5) Year Formal Evaluation Cycle:

A 5-year Formal Evaluation Cycle shall be established for permanent unit members who apply and meet the following criteria:

- i. He/She is a permanent unit member and has been employed as a certificated employee at least 10 years in the Tracy Unified School District
- ii. He/she is highly qualified as defined in 20 USC Section 7801
- iii. He/she has received all satisfactory (Developing/Meets Expectations/Exceeds Expectations) ratings on his/her two (2) most recent final evaluations, the most recent of which must have been conducted during the year prior to the commencement of the 5-year Formal Evaluation Cycle.
- iv. He/She has received no more than one (1) letter of discipline (either a Letter of Concern or a Letter of Warning) and no Letters of Reprimand or Letters of Suspension Without Pay within the last 24-month period preceding the beginning of the 5-year evaluation cycle.

b. Qualifications for Remaining on a 5-Year Formal Evaluation Cycle

- i. For those unit members currently on the 5-year Formal Evaluation Cycle, during the 3<sup>rd</sup> year of the 5-year Formal Evaluation Cycle, the site administrator will conduct at least one Informal Observation. The Observation shall be followed by a conference within five (5) working days and reduced to writing on the evaluation form currently being used as shown in Appendix G-1 within ten (10) working days.

For those unit members on year three of the 5-year evaluation cycle the standard which addresses lesson planning, currently Standard IV of the evaluation rubric, may not be chosen as the



additional standard for evaluation as lesson planning is evaluated through pre-conference which does not take place with an informal evaluation.

If a unit member receives a negative rating (U) on any 3<sup>rd</sup> year Informal Observation, the unit member will be removed from the 5-year Formal Evaluation Cycle and will be evaluated annually using the Standard Formal Evaluation Process until a rating above Unsatisfactory is achieved or he/she is separated from the District. The unit member may reapply to be placed on a 5-year Formal Evaluation Cycle when he/she meets the criteria established in Section C.2.a of this Article.

When a unit member is involuntarily transferred or voluntarily transferred they will remain on their current evaluation cycle.

- ii. During the 5th year of the first and subsequent 5-year Formal Evaluation Cycles, there will be an evaluation process which consists of a Pre-Evaluation Conference, one Formal Evaluation, at least one Informal Observation, and a Final Evaluation.

If there is a U on the Final Evaluation, the unit member shall be evaluated in accordance with Article XVII, Sections C and G, and then returned to the evaluation schedule for permanent employees not on a 5-year Formal Evaluation Cycle. Unit members who successfully complete a 5-year Formal Evaluation Cycle may reapply to participate in a subsequent 5-year Formal Evaluation Cycle. Unit members who have been removed from a 5-year Formal Evaluation Cycle may reapply to participate in a subsequent 5-year Formal Evaluation Cycle in accordance with Article XVII, section C.2.a.

- iii. The unit member will be removed from the 5-year Formal Evaluation Cycle if he/she receives more than one (1) Letter of Concern or Letter of Warning during their time on the 5-year cycle. If a unit member receives a Letter of Reprimand or higher during their time on the 5-year cycle, the unit member will be removed from the 5-year cycle.

#### D. EVALUATION STANDARDS

Unit member performance shall be evaluated and assessed as it reasonably relates to:

- 1. Engaging & supporting all students in learning
- 2. Creating & maintaining an effective environment for learning

3. Understanding & organizing subject knowledge
4. Planning designing & delivering learning experiences for all students
5. Assessing student learning
6. Developing as a professional

The District shall establish and define job responsibilities for those certificated non-instructional personnel whose duties and responsibilities the District believes cannot be appropriately evaluated using the evaluation standards in this section. The Association shall be consulted prior to a change in a bargaining unit member's job description. The District shall evaluate and assess the competency of such unit members as it reasonably relates to the fulfillment of those responsibilities.

**E. MODIFICATION OF OBJECTIVES:**

During the course of the evaluation period, circumstances may change which require modification of the original objectives. The unit member may request a change of these objectives in the manner prescribed in section C.1.a.iv above.

**F. CONFERENCES**

1. An evaluation conference shall be held with the unit member to discuss the final evaluation report which is a summary of the unit member's performance for the school year. The evaluation report shall be reduced to writing on the evaluation form currently being used as shown in Appendix G, and a copy provided to the unit member no later than 30 calendar days before the last school day scheduled on the school calendar adopted by the governing board for the school year in which the evaluation takes place. A copy of the evaluation report shall be placed in the unit member's personnel file.
2. Any evaluation which contains an unsatisfactory rating of any unit member's performance shall include, but is not limited to:
  - a. A mandated referral to the PAR Program for an Unsatisfactory rating on the final evaluation on any of the evaluation standards 1 through 5 as indicated in Evaluation Article XVII, section D for a permanent unit member.
  - b. A recommendation to volunteer to participate in the PAR Program for an Unsatisfactory rating on any evaluation on evaluation standards 1 through 5 as indicated in Evaluation Article XVII, section D for a permanent unit member
  - c. Specific recommendations for improvement

- d. Direct assistance to implement such recommendations
  - e. The requirement that the unit member shall, as deemed necessary by the District, participate in a program designed to improve appropriate areas of the unit member's performance,
  - f. Assignment of an instructional assistance team by mutual agreement between any unit member who is not a PAR Program participant and the administrator.
3. In addition to the foregoing, the evaluator shall also be responsible for providing certain assistance to the unit member being evaluated. If, at any time during the evaluation period, the evaluator determines through formal evaluations or informal evaluations or other performance assessments that the unit member needs to show improvement to meet the stated objectives, standards of performance, or other areas of evaluation, he/she shall inform the unit member in writing of such fact and describe such performance that is less than Developing. The evaluator shall thereafter confer with the unit member making specific recommendations as to areas of improvement in the unit member's performance and endeavor to assist the unit member in such performance. Such recommendations shall not be reduced to writing on the unit member's evaluations. (Forms contained in Appendix G.1 and G.2)

G. FORMAL/INFORMAL EVALUATION RATING PROCESS:

- a. The evaluator shall determine the overall rating for each of the identified standards by utilizing a four point scale as follows:

Element Title	Numeric Value
Unsatisfactory	1
Developing	2
Meets Expectations	3
Exceeds Expectations	4
Not rated	N/R- no numerical value

- b. Other standards will not be reduced to writing on the Appendix form G.1. (Appendix G.1 will only include evidence and ratings from the identified standards to be evaluated).

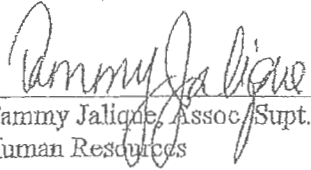
- c. The overall standard score will be obtained by the averaging all of the rated sub elements, and rounded to three decimal places. (add all the numerical values received within that standard and divide by the amount of rated sub elements. Unobserved sub elements will not receive a numeric score and will be left blank.)
- d. The overall standard score shall be assigned by the following scale:


Standard Descriptor	Numeric Range
Unsatisfactory	1.000 - 1.749
Developing	1.750 - 2.499
Meets Expectations	2.500 - 3.499
Exceeds Expectations	3.500 - 4.000

#### H. FINAL EVALUATION:

1. The final rating for each standard shall be the average of the numeric ratings received for each particular standard during the evaluation process for the year. Example: (Standard I Overall Rating = Evaluation A + Evaluation B + Evaluation C divided by number of evaluations conducted for Standard I will equate to the final evaluation rating.)
2. When an evaluation standard(s) is documented as an Unsatisfactory rating, the unit member shall be evaluated using the Standard Formal Evaluation Process in accordance with Article XVII, section D and Appendix G the following year, only on the evaluation standard(s) affected by the noted Unsatisfactory rating(s).
3. The unit member shall sign the evaluation report at or following the evaluation post-conference. The signature does not necessarily indicate that the unit member endorses or agrees with the contents of the report. Within fifteen (15) working days after receiving the written evaluation report, the unit member may submit a written response to the evaluation report which may include conditions which the unit member believes are beyond his/her control. The written response shall be attached to the evaluation report and become a permanent attachment to the unit member's personnel file.

Tentatively agreed to this 9th day of October, 2019, in Tracy, California.

  
\_\_\_\_\_  
Tammy Jalique, Assoc. Supt. for  
Human Resources

  
\_\_\_\_\_  
Kimberly Rieffman, TEA Representative

TENTATIVE  
AGREEMENT

ARTICLE XXXIX  
DURATION OF AND PROCEDURE FOR MODIFYING THIS AGREEMENT

November 18, 2020

The Tracy Educators Association (hereafter "TEA") and the Tracy Unified School District (hereafter "District") do hereby agree to the following:

ARTICLE XXXIX  
DURATION OF AND PROCEDURE FOR MODIFYING THIS AGREEMENT

- A. This agreement shall be effective upon ratification and execution and shall continue in effect through June 30, 2020 2023.
- B. The Association shall submit to the District any time prior to March 15, 2020 2023, a proposal for a successor Agreement. The District shall respond to such proposal for a successor Agreement no later than thirty (30) days after receipt of the Association's initial proposal. With the agreement of both the District and the Association, either party may request and be granted an extension to the timeline for submitting a successor agreement.

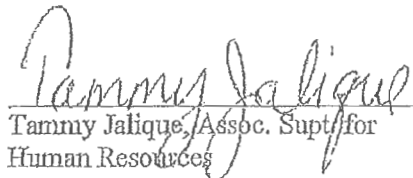
For the 2019-2020 2021-2022 school year there shall be three two re-openers for either party, TUSD and TEA, plus Article XIII, Salaries (Compensation), and Article XIV, Fringe Benefits.

For the 2022-2023 school year there shall be two re-openers for either party, TUSD and TEA, plus Article XIII, Salaries (Compensation), and Article XIV, Fringe Benefits.

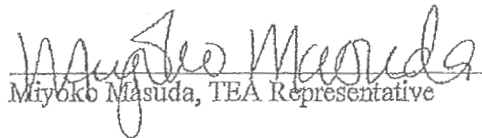
- C. Six (6) representatives of the Association shall have the right to receive released time without loss of compensation when meeting and negotiating under the provisions of this Article. The Association may name alternate negotiating representatives. However, for released time for both regular and alternate representatives: two (2) days prior notice is necessary.
- D. Negotiations shall take place at mutually agreeable times and places. For the duration of this contract, negotiations shall normally take place from 8:30 am to 4:00 pm.
- E. The parties shall establish any additional and necessary ground rules at the first negotiation meeting scheduled.
- F. It is intended that the negotiation procedures set forth in this Article will result in an agreement as soon as practicable. If an impasse is reached before that date, the impasse procedures outlined in Government Code Section 3548 shall be followed.

- G. The Association and the District may utilize the services of outside consultants to assist in negotiations.
- H. Tentative agreement on any matter under negotiation shall be construed to have occurred when reduced to writing and initialed by both parties.
- I. After the District and the Association have reached tentative agreement on all matters being negotiated, the complete agreement shall be submitted to bargaining unit members and subsequently the Board of Trustees of the District for consideration and approval prior to implementation.

Tentatively agreed to this 18<sup>th</sup> day of November 2020, in Tracy, California.

  
\_\_\_\_\_  
Tammy Jalique, Assoc. Supt. for  
Human Resources

  
\_\_\_\_\_  
Vicki Headley, TEA Representative

  
\_\_\_\_\_  
Miyoko Masuda, TEA Representative

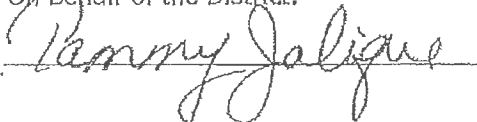
TRACY UNIFIED SCHOOL DISTRICT  
AND THE TRACY EDUCATORS ASSOCIATION  
SIDE LETTER OF AGREEMENT

The Tracy Unified School District (District) and the Tracy Educators Association (TEA) (together the Parties) agree to this side letter agreement removing the classification Speech Language Pathologists from the TEA bargaining unit. The parties agree as follows:

1. The District employs and TEA represents approximately 646 certificated employees who are part of the TEA bargaining unit.
2. The District employs and TEA currently represents approximately 3 certificated employees (combined FTE is 2.8) in the position of Speech Language Pathologists (SLPs)
3. The Parties mutually agree that upon ratification of this agreement, the SLP classification will no longer be a classification within the TEA bargaining unit.
4. This agreement is made in compliance with the Educational Employment Relations Act and its Regulations. After full execution of this agreement, a copy shall be forwarded to the Public Employment Relations Board for the agency's records.
5. Both parties acknowledge that they have the authority to enter into this agreement on behalf of their employees/bargaining unit.

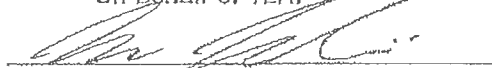
SIGNED:

On Behalf of the District:



Date: 11/28/18

On Behalf of TEA:



Date: 11/28/18