

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**  
**AUGUST 11, 2020**

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

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

**TIME: 6:00 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](#)

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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 August 11<sup>th</sup> between 5:00 and 6:00 p.m. to place your comment.

**A G E N D A**

- |   | Pg. No. |
|---|---------|
| <b>1. Call to Order</b>   |         |
| <b>2. Roll Call – Establish Quorum</b><br>Board: S. Abercrombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, J. Silcox, L. Souza<br>Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry                                  |         |
| <b>3. Closed Session:</b> Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. |         |
| <b>3.1 Administrative &amp; Business Services:</b> None.  |         |
| <b>3.2 Educational Services:</b>  |         |
| <b>3.2.1</b> Reinstatements: #20-21/#1, #20-21/#2   |         |
| <b>Action:</b> Motion __; Second __. <b>Vote:</b> Yes __; No __; Absent __; Abstain __  |         |
| <b>3.3 Human Resources:</b>   |         |
| <b>3.3.1</b> Approve Leave of Absence Request for Certificated Employees:<br>UC#1196, UC#1197 and UC#1216. Pursuant to Article XX   |         |
| <b>Action:</b> Motion __; Second __. <b>Vote:</b> Yes __; No __; Absent __; Abstain __  |         |
| <b>3.3.2</b> Consider Paid Leave of Absence for Certificated Employee #UC-1217.   |         |

Pursuant to Article XX

- Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_  
**3.3.3** Consider Non-Paid Leave of Absence for Certificated Employee #UC-1218, Pursuant to Article XX
- Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_  
**3.3.4** Consider Non-Paid Leave of Absence for Certificated Employee #UC-1219, Pursuant to Article XX
- Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_  
**3.3.5** Consider Non-Paid Leave of Absence for Classified Employee #UCL-347, 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-348, 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-349, Pursuant to Article XXIII
- Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_  
**3.3.8** Release Probationary Classified Employee #UCL-350-Utility Person III
- Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_  
**3.3.9** Consider Non-Paid Leave of Absence for Classified Employee #UCL-351, Pursuant to Article XXIII
- Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_  
**3.3.10** Consider Non-Paid Leave of Absence for Certificated Employee #UC-1221, Pursuant to Article XX
- Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_  
**3.3.11** Consider Non-Paid Leave of Absence for Classified Employee #UCL-352, Pursuant to Article XXIII
- Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_  
**3.3.12** Consider Non-Paid Leave of Absence for Classified Employee #UCL-353, Pursuant to Article XXIII
- Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_  
**3.3.13** Consider Public Employee/Employment/Discipline/Dismissal/Release
- Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_  
**3.3.14** Conference with Labor Negotiator  
Agency Negotiator: Tammy Jalique  
Associate Superintendent of Human Resources  
Employee Organization: CSEA, TEA

#### **4. Adjourn to Open Session**

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

#### **6. Closed Session Issues:**

- 6a** Report Out of Action Taken on Reinstatements: #20-21/#1, #20-21/#2  
**Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 6b** Report Out of Action Taken on Approve Leave of Absence Request for  
Certificated Employees: UC#1196, UC#1197 and UC#1216, Pursuant to Article  
XX  
**Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_

- 6c** Report Out of Action Taken on Consider Paid Leave of Absence for Certificated Employee #UC-1217, Pursuant to Article XX  
**Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 6d** Report Out of Action Taken on Consider Non-Paid Leave of Absence for Certificated Employee #UC-1218, Pursuant to Article XX  
**Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 6e** Report Out of Action Taken on Consider Non-Paid Leave of Absence for Certificated Employee #UC-1219, Pursuant to Article XX  
**Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 6f** Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-347, Pursuant to Article XXIII  
**Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 6g** Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-348, Pursuant to Article XXIII  
**Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 6h** Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-349, Pursuant to Article XXIII  
**Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 6i** Report Out of Action Taken on Release Probationary Classified Employee #UCL-350-Utility Person III  
**Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 6j** Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-351, Pursuant to Article XXIII  
**Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 6k** Report Out of Action Taken on Consider Non-Paid Leave of Absence for Certificated Employee #UC-1221, Pursuant to Article XX  
**Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 6l** Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-352, Pursuant to Article XXIII  
**Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 6m** Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-353, Pursuant to Article XXIII  
**Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 7. Approve Special Minutes of June 17, 2020. 1-14**  
**Action:** Motion \_\_\_; Second \_\_\_. **Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- Approve Regular Minutes of June 23, 2020. 15-42**  
**Action:** Motion \_\_\_; Second \_\_\_. **Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- Approve Special Minutes of July 21, 2020. 43-46**  
**Action:** Motion \_\_\_; Second \_\_\_. **Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 8. Student Representative Reports:** None.
- 9. Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement: None.
- 10. Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.
- 10.1 Administrative & Business Services:** None.
- 10.2 Educational Services:**

- 10.2.1** Receive Information Regarding the Material Revision to the Charter of the Tracy Independent Study Charter School **47**
- 11. Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent.
- 12. PUBLIC HEARING:**
- 12.1 Administrative & Business Services:** None.
- 12.2 Educational Services:**
- 12.2.1** Conduct a Public Hearing Regarding the Material Revision of the Charter for the Tracy Independent Study Charter School **48**
- 12.3 Human Resources:**
- 12.3.1** Receive Public Comments Regarding Negotiations with the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD) **49**
- 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** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **50-52**
- 13.1.2** Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herin with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District **53-54**
- 13.1.3** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year **55-56**
- 13.2 Educational Services:**
- 13.2.1** Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with East Valley Education Center (Separate Cover Item) **57**
- 13.2.2** Approve the Partnership Agreement with the Child Abuse Prevention Council of San Joaquin (CAPC) to Provide Infant and Child Care Services on the Stein/Duncan Russell Campus **58-62**
- 13.2.3** Approve Agreement of Special Contract Services with the Boys and Girls Club of Tracy to Provide Services to Monte Vista Middle School for the 2020-2021 School Year **63-66**



<b>13.2.4</b>	Approve the Continuation of Read 180 at Monte Vista Middle School for the 2020-2021 School Year	<b>67-70</b>
<b>13.2.5</b>	Approve Contract Services for MobyMax License Renewal at Monte Vista Middle School for the 2020-2021 School Year	<b>71-74</b>
<b>13.2.6</b>	Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2020-2021 School Year	<b>75-81</b>
<b>13.2.7</b>	Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Bayhill High School (Separate Cover Item)	<b>82</b>
<b>13.2.8</b>	Approve Master Contract for Special Contract Services with Residential School Charis Youth Center for the 2020-2021 School Year (Separate Cover Item)	<b>83</b>
<b>13.2.9</b>	Approve Master Contract for Creative Alternatives, NPS for the 2020-2021 School Year (Separate Cover Item)	<b>84</b>
<b>13.2.10</b>	Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Therapeutic Pathways (Separate Cover Item)	<b>85</b>
<b>13.2.11</b>	Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Point Quest Education (Separate Cover Item)	<b>86</b>
<b>13.2.12</b>	Approve Master Contract for Sierra Vista Child & Family Services (Kirk Baucher), NPS for the 2020-2021 School Year (Separate Cover Item)	<b>87</b>
<b>13.2.13</b>	Approve Master Contract for Stockton Educational (SEC) Center NPS for the 2020-2021 School Year (Separate Cover Item)	<b>88</b>
<b>13.2.14</b>	Approve Master Contract (MC) for Nonpublic Agency- 360 Degree Customer, Inc. for Speech & Language Pathologists, and Speech and Language Pathologists Assistants, Occupational Therapists, Resource teachers and bus aids for the 2020-2021 school year (Separate Cover Item)	<b>89</b>
<b>13.2.15</b>	Approve the Spring 2020 Consolidated Application (Con App) for the Tracy Unified School District	<b>90-92</b>
<b>13.2.16</b>	Receive Update on Quarterly Williams Complaint Report for the Quarter Ending July 15, 2020	<b>93-94</b>
<b>13.2.17</b>	Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Williams Middle School during the 2020-2021 School Year	<b>95-98</b>
<b>13.2.18</b>	Approve Agreement for Special Contract Services with Karen McCrary, MFTI, to provide Mental Health Services for Jacobson Elementary for the 2020-2021 School Year	<b>99-102</b>
<b>13.3</b>	<b>Human Resources:</b>	
<b>13.3.1</b>	Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment	<b>103-105</b>
<b>13.3.2</b>	Approve Classified, Certificated, and/or Management Employment	<b>106-109</b>
<b>13.3.3</b>	Approve a Variable Term Waiver for Multiple Subject Teacher- Waive Basic Skills Requirement	<b>110-111</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:**

- 14.1.1** Approve 2020-21 45 Budget Revision (Separate Cover Item) **112**  
**Action:** Motion\_\_; Second\_\_. **Vote:** Yes\_\_; No\_\_; Absent\_\_; Abstain\_\_
- 14.1.2** Approve Resolution No. 20-01 Resolution Authorizing the Issuance and Sale of 2020 Refunding General Obligation in the Aggregate Principal Amount of Not to Exceed \$29,000,000 to Refinance a Portion of 2014 and 2015 General Obligation Refunding Bonds and Approving Related Documents and Actions (Separate Cover Item) **113-114**  
**Action:** Motion\_\_; Second\_\_. **Vote:** Yes\_\_; No\_\_; Absent\_\_; Abstain\_\_
- 14.1.3** Approve Resolution No. 20-02 Resolution Authorizing the Issuance and Sale of 2020 Refunding General Obligation of School Facilities Improvement District No. 3 of Tracy Unified School District in the Aggregate Principal Amount of Not to Exceed \$36,000,000 to Refinance a Portion of 2008 Election, Series 2015 Bonds and 2014 Election, Series 2015 Bonds, and Approving Related Documents and Actions (Separate Cover Item) **115-116**  
**Action:** Motion\_\_; Second\_\_. **Vote:** Yes\_\_; No\_\_; Absent\_\_; Abstain\_\_
- 14.1.4** Adopt Resolution No. 20-03 to Excuse Meeting Absence of Board Member **117-118**  
**Action:** Motion\_\_; Second\_\_. **Vote:** Yes\_\_; No\_\_; Absent\_\_; Abstain\_\_

**14.2 Educational Services:**

- 14.2.1** Acknowledge Changes to Administrative Regulation (AR) 1312.3 Uniform Complaint Policy & Parent Notification (Second Reading) **119-134**  
**Action:** Motion\_\_; Second\_\_. **Vote:** Yes\_\_; No\_\_; Absent\_\_; Abstain\_\_
- 14.2.2** Approve School Site Single Plans for Student Achievement and Site Budgets for the 2020/2021 School Year (Separate Cover Item) **135**  
**Action:** Motion\_\_; Second\_\_. **Vote:** Yes\_\_; No\_\_; Absent\_\_; Abstain\_\_
- 14.2.3** Approve Appointment of Parent Representative to San Joaquin Special Education Local Plan Area Community Advisory Committee **136**  
**Action:** Motion\_\_; Second\_\_. **Vote:** Yes\_\_; No\_\_; Absent\_\_; Abstain\_\_
- 14.2.4** Approve the Material Revision to the Tracy Independent Study Charter School (Separate Cover Item) **137**  
**Action:** Motion\_\_; Second\_\_. **Vote:** Yes\_\_; No\_\_; Absent\_\_; Abstain\_\_

**14.3 Human Resources:**

- 14.3.1** Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2020-2021 School Year **138**  
**Action:** Motion\_\_; Second\_\_. **Vote:** Yes\_\_; No\_\_; Absent\_\_; Abstain\_\_

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

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

**17. Board Meeting Calendar:**

- 17.1** August 25, 2020  
**17.2** September 8, 2020  
**17.3** September 22, 2020

**18. Upcoming Events:**

<b>18.1</b>	September 7, 2020	No School, Labor Day
<b>18.2</b>	October 26, 2020	No School, PT Conferences
<b>18.3</b>	October 28, 29, 30, 2020	Minimum Day: K-5, K-8 and 6-8
<b>18.4</b>	November 11, 2020	No School, Veterans' Day
<b>18.4</b>	November 23-27, 2020	Thanksgiving Break

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209.830.3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aids or services, he/she should also contact the Superintendent's Office at least 24 hours prior to the meeting.

**Minutes of  
Special Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, June 17, 2020**

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

- 6:00 PM:** 1-3. President Pekari called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, J. Costa, S. Kaur, B. Pekari, J. Silcox, L. Souza  
Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall, B. Etcheverry
- 7:02 PM** 5. President Pekari called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6. There was no action taken in closed session.
- Minutes:** 7. None.
- 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:**
- 10.3 **Human Resources:**
- 10.3.1 Consider and Discuss Item No. 14.3.3 Adopt Resolution 19-32, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds
- Dr. Brian Stephens explained how we got here. Due to COVID, schools closed March 13<sup>th</sup>. No one thought it would wipe our school year. Our state finances began an economic downturn. We started to receive notices from the state that we could expect cuts and continued to get worse. The May Revise, which is the governor's budget came out and



shocked the comm saying that we would have budget reduction of about \$14.2 Million dollars to our district. Everyone in the district office was stunned. This could result in many of our best employees losing their positions. Everyone was sad and upset of this loss that could happen. Cabinet had to come up with cuts to balance the budget which was difficult and sad because we knew it would impact many lives and we just cut \$5 million due to declining enrollment. At the same time, state and assembly began to develop their budget. The governor, senate and assembly are usually very closely aligned but this year there was a huge gap. Mr. Newsom advocated a no-cut budget to the school; the option being that there would be no cuts but that there would be additional deferrals. On June 2<sup>nd</sup>, San Joaquin County Office of Education said we must adopt a budget based on the May Revise which we had been progressing with. As of Monday, Gov. Newsom was willing to adopt a budget as put forth by the state and assembly which is no cuts with deferrals in the spring. Even though that happened, we still had to adopt the May Revise budget, however the San Joaquin County Office of Education put forth a resolution that we will bring the budget to the board based on the May Revise at the June 23 meeting. This put off cuts to a date down the road. We do not have to make the cuts in Item #14.3.3 today. We believe the state budget will be adopted and signed. The resolution that we asked board to adopt on June 23 will be null and void and within 45 days, at the August 11<sup>th</sup> meeting, we will submit a revised budget which will reflect the budget revised on June 30<sup>th</sup>.

The end result will be that there will be no cuts to classified, certificated or administrative positions. This is a no cut budget. We are very pleased because it saves the jobs of many people in the community. We can return to work many outstanding employees. He feels confident to pull Item #14.3.3 because it no longer applies to the budget situation today.

Trustee Abercrombie commented that we will not be making any cuts tonight, however we will face budget shortfalls, but not at the current time.

Dr. Stephens commented that we don't know what the economy will be. Based on their adoption we won't have to cut now, but may have to in the following years. We cannot say for certain because it is likely cuts will be needed in the future but not in the 2020-21 school year.

Trustee Costa asked if we are we looking at 3 months deferrals.

Dr. Stephens explained that right now it is a 4 month deferral costing us about \$40 million. If the deferrals are not paid timely, it will escalate. It could go as high as \$60 million.

Trustee Costa asked if we will we have cuts.

Dr. Stephens commented that not at this time because it would be too late into the school year. You would have to make it up in the 2021-22

and 2022-23 school years.

**Action:** To moved Item 14.3.3. up on agenda.

**Vote:** Abercrombie, Souza. Vote: Yes-7; No-0.  
Item #14.3.3 was pulled.

## Hearing of Delegations

11. The following comments were submitted online and read:

Cecilia Baro: Parents coordinators are very important for us Hispanic parents who sometimes don't speak English and need to communicate with our children's teachers. Please consider your decisions because this will affect us.

Linda Gonzalez: I have heard about the wrongful treatment that the District and School Board are treating the classified employees and am a concerned citizen. The District could never remain functional if there were no classified employees, as classified employees provide our students, parents, staff and the community with education in a healthy, safe environment, therefore we expect the District and school Board to treat the classified employees with respect and value their contribution to the District, students, staff, and the community.

Jeffery Haws: I am concerned that TUSD had planned to eliminate the proposed positions before actually having actual numbers from the State. Eliminating these positions will greatly affect the student body on a daily basis in a negative way. I am also concerned that the district administration has not shown any willingness to put some "skin" the game and take a pay cut to show how concerned they are for the student body of this District. Putting the burden of saving funds on the backs of lower paid and sometimes part time classified workers while keeping the highly paid workers at the same pay is irresponsible in my opinion.

Alicia Barnes: Good evening. My name is Alicia Barnes and I am a kindergarten Paraeducator. I am writing to implore you to keep all of the positions on the lay off list tonight. I was hired under the No Child Left Behind act. I felt blessed and proud to be a part of a district that strived to make sure that every child in our district was going to get the best education we could provide, so that they would have successful futures. As you know, not every child learns at the same rate. Some children struggle and need extra time and help. The small groups and one on one work we do with the children is what allows them to grow and learn what they need to each year. It allows the high students to flourish, the at grade level kids to make strides to move higher, and the kids who are struggling with their ABC's or a particular subject finally get it. If you have ever been a part of that beautiful moment when a child who has been trying and trying to get something and it finally clicks you will understand why keeping our jobs is so important. I want all of the children in TUSD to have what I wanted for my own kids. The best chance to succeed in school. Without the paraeducators our students will not make the same strides and those that struggle more will fall further and further behind.

Carl Walter: My name is Carl Walter. I'm the designated Labor Relations Representative for California School Employees Association (CSEA). I currently represent 12 school Districts in the Central Valley, including 700 members working for TUSD. It's my privilege to represent some of the hardest working and

self-less people you will ever find in life. The current layoff proposal before you this evening is premature, because there are ongoing negotiations between the Governor and State Legislature over K-12 funding. To approve the District's proposal this evening would be devastating to the students and community which the District and Board serve. I ask you to consider the turmoil the District's proposal is creating, as evidenced by the protests you've witnessed this evening. I'm concerned Superintendent Stephens is pressuring you to put aside the ramifications of this decision, despite all of the concerns which are being voiced this evening. I fear that the District is motivated to decimate our bargaining unit ahead of an actual State budget because the Superintendent resents the activism within Chapter 98. I beg you to vote NO this evening and to table this matter until such time that a State budget is adopted. Thank you.

Juanita Ponce Medina: To Whom It May Concern It is with a Heavy Heart that I am writing to you. I know today there will be vote to determine if I will still have a position working as a PE para-educator at Williams Middle School. I have been working with the Tracy School District for over 20 years. In those years I have helped the children by guiding their decisions what is best for them. This is a awarding experience to see them flourish. I also made time to help with outside activities with the Girls Basketball team with Coach Beaken. I do know that no matter what decision you have decided God is in control. I want to thank you for you time in reading this. Sincerely Juanita Medina

Maria Mendez: Please Don't eliminate Our Parents Liaison Pia de Rosa at Kimball high school and Diana Zamudio at Poet Christian School they are very important to our school.

Roshanda Watson: It is our understanding that TUSD has been approved for per pupil funding for the year 20/21. The school district has already approved funding for designated employees. Furthermore, the district is expecting emergency funding from the federal government to assist TUSD. It would be undo economic pressure upon the classified employees, the unemployment insurance, and in our local economy. It is our hope that the school board would have empathy, given consideration to economic impact put upon our family as well as our local economy. During the Covid 19 pandemic we need the Love and compassion of a caring school board to do what is right.

Diana Zamudio: We parent liaisons and all 150 employees up for elimination are all essential to the function of the schools. We are there to help support our families in times of need and give resources, who will help these families who most of the time don't speak English? Will the Superintendent be able to support these families?? No, they will not get the much needed support from us or anyone and that is just unacceptable. We have worked so hard to help get the families to much needed resources and now we are taking 20 steps back! Please do not eliminate all these positions instead cut funds from the top and stop making unnecessary expenses!

Jaime Guitron: Thank you for your time and attention. As a parent of 2 kids that both attend schools in TUSD and a Sub for TUSD, I felt I needed to express my

deepest concerns. I truly hope you realize how vital ALL of the positions are that are potentially going to be lost if these cuts happen. We NEED all of these positions to stay in our schools to ensure that our children have the best education. Their education is important! Their well being is important! Their mental and physical health is important! This is such a scary and uncertain time right now for everyone. It is best that when these kids and their parents finally get to go back to school, that there is some consistency and familiar faces. Right now...more than ever....we need ALL HANDS ON DECK! We need to give our children the best possible setting for them to learn and thrive. How can we do this with so many important roles at the school gone? How can we do this if our teachers and our administration is overworked and tired and doing jobs that they are not used to doing? How is this an ideal scenario for our children? How can we take away such important jobs? How unfair is it that so many have given years and years of service in the education platform and their jobs are just going to be taken away? They have families to support. They love their jobs and now they are being taken away from them. I beg you to PLEASE consider the many children and families these cuts will effect? Imagine your own children going back to school during this scary and unfamiliar time only to find their favorite Para or Office Staff worker is gone? We cannot let these cuts happen. This will be a travesty. I truly hope there is another way. I truly hope that you do what is in the best interest of our children....they are OUR TOMORROW!

Janae Eldridge: Why can't wont the Superintendent and the people that he brought in from his prior experience take 30% pay cuts and hopefully they can get it back when the state approves the new budget? The could help keep valuable jobs and keep our children safe. Would you dip into the reserves then to pay for your own mortgages?

Luz Espinoza: Budget cuts directly target workers who are essential to non english people and people of color. Families, WE DEMAND you to keep your promise "Our goal should be excellence" August 28 2014 Tracy press. Start cuts at the top, KEEP THE PARENT LIAISONS!!  
Fire superintendent and keep 150 essential employees!!

Emily Zamudio: How is it that you can spend a projected 8 million dollars on a football field that didn't need remodeling and yet when it comes to the jobs of 150 of your employees you can't spare half of that? I am truly and utterly disgusted by this boards complete lack of empathy and I am ashamed to be enrolled in your school district. Instead of destroying the livelihoods of countless essential workers, have you considered taking a few budget cuts yourselves or are you too selfish to have even considered it. Don't you know how many parents and students rely on the contributions of the parent liaisons, para educators, custodians, etc.? How can you be so completely disconnected from the schools you run to not see how important these faculty members are to their schools? I hope you can swallow your pride and rethink both your ideals and the morality of choosing a football stadium over 150 people.

Norma Sanchez: I would like you to please take a close consideration in the elimination of the para educators. As a para educator working for the district more than five years I can say we are an immense support system to the teachers. If our

positions are eliminated teachers will be left with more work to do themselves. Children's education will be put at risk without our support. As a board elected by the community please hear our statements and do not accept to eliminate our positions. Thank you.

Alina Chavez: It's an injustice to lay off 154 employees, this is a step back in our children's education, a step back in the TUSD growth and it's a discrimination against the hispanic community to leave them without the help in communication that they need to have with educators and the schools. It's a big mistake to get rid of the bilingual support in a district with more than 50% of spanish speakers.

Mona Martin: I'd like to reiterate that Tracy Unified School District would not be able to run successfully or survive without the classified positions. Our students and our teachers and our school staff need our classified. Please reconsider your options and choices before starting to eliminate important positions. Thank you for your time and effort.

Angie Merryman: Good evening. I wanted you to hear what one of your students has to say about school. My son, Jonathan, completed 8th grade this year. He performed well under the distance learning curriculum, and I asked him after the school year was finished what he thought about it. He replied, "I hated it."

I asked him why, and he said, "It wasn't school."

I asked him what school was to him. He said, "School is more than assignments and textbooks. It is students, teachers, custodians... people I see at school. Some teachers are bad, but most of them work very hard and are patient with us."

I asked him if there was anyone in particular. I only know of his PE paras, and I knew he liked PE. I asked him if he meant the teachers or paras, and gave him the example of how his PE paras assist his teachers. He didn't know which staff member was a teacher or a para. He said he saw them as the same because they all taught him and helped him. He said the office staff was nice, even though he didn't see them often. You may help create or continue this vision while you serve on the Board. Each member of your staff, regardless of their position, makes the vision happen. Your staff is everyone who works for TUSD. We need to work together to make school not only a place of learning, but a place of positive memories. After everything is said and done, it is the students to whom we are held accountable.

Diego Sanchez Chavez: Tracy Unified School District, alongside many others, have been the victim of excruciating budget cuts over recent years. This has been by far the worst I've seen. While still in a pandemic, it is important to keep a community conscious mindset, eliminating jobs does exactly the opposite. It furthers ourselves from our goal. We need educators, we need funding. it's districts like these that need our voices heard, because it is smaller districts like these that get affected like this the most. Although, these are direct demands from our state it is important to not be compliant. We elected officials of the board to represent us. When jobs are being stripped away from many people and we feel unheard, it makes us question why we are losing jobs when we've done everything right, and you still have yours when things are going wrong. Of course, there's no possible way to put all the blame on the board, but there is still fight to be had, and it is up to you to do just that. Let our worries be your own, and make it the motivation to represent the community and its education system like you were elected to do.



Thank you.

Victoria Rynberg: Without the funds I understand budget cuts are necessary BUT what I can't understand is laying off essential "key" employee's that play a huge role in making a school run on a daily basis. Not only will the quality of efficiency decrease but the lack of security. Ultimately it's the students that will suffer because of layoffs, BUT for most employees, losing their job will make a huge impact on their lives. Some employees have been with the district years, making this their work "family". I beg you to consider alternative actions before laying any employee because the kids will most definitely be the ones to suffer, and this should be avoided at all costs.

Debi McComber: I have been a P.E. Para Educator for 20 years at Williams Middle School. I was a coach for Tracy High girls frosh-soph Basketball team for 11 years. I know what hard work, dedication, and loyalty means. Although my teams never came in first, you could never tell the girls that. At times we would be losing by 30pts, and I never threw the towel in. I would throw them a life preserver so they wouldn't drown. This is what Tracy Unified School District taught me to do as a coach. Never give up even when your down. Now that our district is sinking, please don't let the workers behind the scenes drown. Throw us our life preserver. As we are ALL down right now. We are team players and we have proven that. The years of service alone should show how loyal we are to this district. All jobs matter. Thank you.

Tinoush S.: I am hoping this special board meeting is to withdraw the layoffs! I wonder why the district is focusing only on a specific group of jobs and employees for the layoffs. Specially the group that has the most impact on our students during COVID 19. We need to keep our students safe, and educate them during this pandemic. Students' education and safety should be the top priority. Did the district decide about how these jobs are going to be done!? They work part-time and are lowest paying jobs in the district, how is that fair!? Are we going to need all of these management positions that has been created the last few years?! Nothing against the management employees, but if they get few percent pay cut, a lot of 4-6 hours jobs will be saved!! As I mentioned before the targeted jobs are very crucial to our students' safety and education, especially during this time!!! Six K-8 librarians being laid off means students will even have less access to the libraries. Students need to read to build up a good habits and proper education! Dear board members, I hope you come up with a better solution for our students, employees and our community, this is not the way!

Martha Arguello: I've been supporting and working with English learners and struggling students in the classroom and one on one for 18 years as a Para Educator . I myself was a English learner growing up in Tracy , Ca . I was blessed to have had that extra support from Paraprofessionals in the classroom. It made me a better student.

It would be devastating to not have that support for these students. They are already facing a life changing experience with Covid-19 . Its not fair to them and their families . As we are too, greatly impacted by it and dont want to lose our jobs. Please, reconsider eliminating our positions so we can continue addressing the needs of our students to be successful in their future. Thank you for your time.

Sandra Contreras: Hola mi nombre es Sandra y pertenezco al grupo de parent café para mi es muy importante el trabajo que hace Diana Zamudio y Pia rosa ellas nos ayudan mucho a nosotros los padres el trabajo de ellas es muy importante y no se me ase justo que les quiten su trabajo ellas también tiene su familia y dependen de su trabajo y ellas nos ayudan también como intérprete pique en las escuelas hay personas que no quieren hablar español pero ellas siempre están ahí cuando nosotros necesitamos algo espero en Dios ustedes tomen la mejor decisión ellas son muy importantes en este grupo por favor no les quiten su hermoso trabajo por favor no les quiten su trabajo que sea Dios quien les toque su corazón y no se los quiten

Paulina Magallanes: How are DISTRICT CHIEFS going to COVER THE JOBS of 150 CLASSIFIED WORKERS which have showed a lot of DEDICATION to the jobs that they are now losing ? Will they SIT and WATCH as the SCHOOLS COLLAPSE?

Tina Demarest: I am a full day kindergarten teacher at Villalovoz Elementary School. The para educators at our school help to prepare our students for first grade by teaching a small group during stations and work with students one-on-one. They make a major impact in the classroom throughout the year, but particularly during the first few months of school when the children are learning about how school works. In this time of Covid-19, it is imperative that another adult is in the room to help assure the students are social distancing and not spreading the disease. Please reconsider these major cuts and do what is right for the children in Tracy.

Stephany Chavez: With respect to the TUSD Board members , I hope there has been consideration in the elimination of the staff members. With TUSD already having low test scores how is it possible to eliminate personnel. As a district there should be conversations in how to implement and better educate our children. During this pandemic we should not be talking about laying off staff instead how are we going to train staff to better serve the children. As a parent and staff of a community college nearby I do not see how some of the management positions are making more than a college dean. Please take the time to better analyze and wait for some more concrete information on how California will manage budget cuts.

Talitha Backman: I thank you first of all for taking the time to read my comment and know there are no easy answers during these difficult times. I have had the pleasure of working for TUSD for 7 years and know the positions possibly up for elimination well and also have the honor of knowing many of the dedicated people that may lose their jobs. We need our paras more than ever with kids coming back from differing distance learning experiences. I also fear from a legal standpoint we will lose more money in lawsuits than we are saving in lay-offs when students needs aren't being met. I also fear with the loss of custodians/maintenance staff that we will not be able to properly sanitize and care for our schools and students. Also, possibly losing Elementary librarians is so saddening. They do so much for students and staff. Secretarial staff is also so essential and often go above and beyond their duties and do so much to help things function. I know one thing that

parents really value is communication, and often what upsets them more than anything and starts a poor home/school relationship is lack of communication. If it is harder for them to get a hold of someone when they need to, that will be disastrous. Again, I thank you all and I believe in the people of TUSD so much.

Lorena Sanchez: I am currently a teacher at Tracy Unified, and have been for twenty years. I also grew up in Tracy, so I was also a student at Tracy High and two of my kids have graduated from Tracy High. As someone who has lived in Tracy for forty years, I have been a witness to the systemic racism which affects this town, and the schools are not exempt from it. Our country is currently finally being forced to address the inequities which our Black students, and other students of color face in their daily lives, and I have been disheartened to not hear anything from this district about how we plan to address this issue. Other districts have sent letters and messages of support, even hosting peaceful protests decrying the murder of Black people by police, and providing counselling to their school community. Our district has not mentioned this issue, and as a person of color and as a teacher I feel this is inadequate and wrong. Besides making a statement, I believe we need to have training and take steps to help teachers and students root out the racism present in our school so all students - and staff- feel safe while receiving an education. Thank you

Sharon Laack: I have been a para for TUSD for 19 years. With this work experience, I have seen our students needing more adult role models and assistance, more than ever. These students need more classified employees to help with their growth and education. Another point is imagine up to 60 students from two classes in PE with one adult? Taking their paras away, is only going to create a hazardous situation for the district. Are you willing to take this dangerous risk? I would hope not. Don't eliminate classified staff who are dedicated to TUSD students. Thank you for making the RIGHT decision .

Alan Arroyo Chavez: My name is Alan Arroyo-Chavez, and I am a Merrill F. West High School Alum and recent Stanford University Bachelor's and Master's in Arts graduate. I don't have to tell the Board that the decision they make tonight regarding the budget cuts and the contracted employee dismissals is an extremely difficult one. However, I implore you all to protect the jobs slated for termination for the benefit of our students and workers. Parent Liaisons did not exist during my time at West High, or at Art Freiler, or any of the other schools, but seeing their impact on a community that I come from has been incredibly heartwarming and inspiring. Students whose parents felt excluded from the school communities because of a lack of language accessibility are now more connected to the educators and administrators that help their children grow. Seeing a growing number of bilingual and trilingual paraeducators and staff is something to celebrate as it gives our students from various marginalized communities greater access to the education that our District can offer us, and it's something that I wish had existed during my time, too.

Voting to approve any budget cuts to education, thereby effectively removing positions such as bilingual paraeducators, translators, and Parent Liaisons, will hinder the growth of students from marginalized communities. It will stunt their and their families' ability to connect with their educators and administrators, and

will effectively exclude their full participation in our school's communities. It is your purpose to protect our students' right to a quality education, but how can they have a quality education when either they or their parents don't have access to the language spoken? How can they have a quality education when they might not feel comfortable going to anyone else at the school but the workers that reflect their language and culture? Think of the students before making your decision.

Gretta Mendez: Hello, thank you for taking the time to read all comments. My name is Gretta Mendez, I am a para educator at McKinley Elementary where my daughter is a third grader. I feel it must be said that our paras as well as the rest of our school staff are all very essential. I ask you all to please take in consideration the difference that each individual position makes in running a school successfully. I appreciate your time and consideration.

Michelle Kammen: PLEASE,PLEASE!! Be smart and don't take away my(our)jobs!! Every single student and staff member need us at all the schools. As,we are essential to all of them!! I happen to enjoy my work. Thank you,

Raney Shimozone: My name is Raney Shimozone. I'm a SPED teacher in our district. I am ready to head back to school, but without our essential classified staff it won't be a safe place for our students. Our students (future leaders of the world), our staff, our parents, our loved ones, && our community need our amazing essential classified staff! The staff that are eagerly waiting to hear their fate are some of the most important and amazing staff members in our community! Every district is working with budget cuts, but we need to really assess what the best thing is for our students. I know, for sure, it is NOT cutting these dedicated and devoted staff members. Please consider this as you make your difficult decision. Your community, our students, and the future leaders of the world are counting on you to make the right choice and keep our staff members!

Kyle Harvey: Tonight the Board is considering to take action to layoff hard working classified employees. The Board should know that this action is premature, there has been no State Budget finalized and legislation is ready to help States cover shortfalls in budgets. All of the budget savings you are looking for should not be placed on the backs of loyal employees who have served the students, parents, and the community during the epidemic. These are the folks who have risked their own health to serve students. I have not seen any overpaid administrators risking their health to serve students. Quite the contrary, you hide in buildings cleaned by these workers and refuse to go out and help them. It is extremely sad and sick that this administration pays back the classified for their risks by sending them packing. Where is your sacrifice, where is your risk, where is your heart? The actions you take tonight will prove what you believe in.

Patti Rodriguez: I come to you to plead for you to keep great people you have in your school district. My name is Patti Rodriguez, I had the pleasure to hire Ana Brekke previously before. She is an OUTSTANDING worker that you might want to consider to keep, not only her but I am sure you have many more great workers that can't live without their jobs. This is a crazy time, please consider keeping your employees as we all hope this economy will get better. Thank You,

Cecilia Bangayan: I would like to let you know how important our classified employees are. I'm an SDC teacher and the paras are a great part of our day. They help us teachers, and most importantly the students who we cannot all reach out for the majority of the academic day. Our paras perform a lot of jobs that they go above and beyond. Our librarian, Ms. Fisher is someone our kids look forward to hearing from every week. She encourages them to read and enjoy. Ms. Moser helps our EL student students a lot!

All classified employees are essential. It takes a village to raise a child. They are an important part of the village. Please keep them in our campus, and all the other classified employees. They are play an important job in our district. The students need them. Thank you.

Judy Gallegos: I have been with this district for 14 years and started as a para. I can not imagine losing so many of these positions. I just don't understand how the schools would function without them. I believe if every single employee would take a pay cut (depending how much they make) and higher ups could take furlough days, we could save so many jobs. Please consider other options I love this district and would hate to see it turned upside down.

Lulu Flores: I have been employed with Tracy Unified School for over 30 years. I'm very disappointed in our District not working with CSEA to negotiate our budget issues to save jobs as it did when Dr. Franco was the Superintendent and we had cuts and layoffs. It was done with more consideration and heart unlike now. Regarding High School Career Techs. I'm not only employee but also grow up in Tracy went to Elementary, Middle School and graduated from Tracy High in 1981 although I was a good student but at the time my circumstances did not give me the opportunity to attend College. I went to the Career Center and I still remember Mrs. Thiel our Career Tech and she was very helpful recommending many other options such as trade school or decent employment. It's a fact not all students will attend college after High School that is why our Career Techs are very important for our High School Students. Board members you were voted by the residents of Tracy to be make a difference. You have the authority to vote no and save 150 classified jobs. I pray you make the right choice for the community of Tracy.

Michelle Nisbet: When I wrote in during the last meeting I reminded the board that many of us have been employed with TUSD for well over a decade. Never would we have imagined we would be potentially losing the jobs we have dedicated our lives to. We have helped students and staff day in and day out making our schools the best they can be. Without us our students, teachers, site admin and parents will suffer. We are not disposable. We are essential and we are an asset. Many of would not survive this cut economically . Many will lose everything they worked hard for. A lot of other districts have chosen to use reserves and backed up employees by taking pay cuts and by using other means necessary to prove classified employees are a valued part of a team and in this together. 154 families of these chosen Tracy Unified staff members are going to directly suffer financially . And over 15000 students of Tracy Unified will suffer academically as a result of losing us. I truly hope if you decide to cut our jobs you are doing it knowing there is absolutely no other choice.



Ana Brekke: When I wrote in during the last meeting, I reminded the board that many of us have been employed with TUSD for well over a decade. Never would we have imagined we would be potentially losing the jobs we have dedicated our lives to. We have helped students and staff day in and day out making our schools the best they can be. Without us our students, teachers, site admin and parents will suffer. We are not disposable. We are essential and we are an asset. Many of would not survive this cut economically . Many will lose everything they worked hard for. A lot of other districts have chosen to use reserves and backed up employees by taking pay cuts and by using other means necessary to prove classified employees are a valued part of a team and in this together. 154 families of these chosen Tracy Unified staff members are going to directly suffer financially . And over 15000 students of Tracy Unified will suffer academically as a result of losing us. I truly hope if you decide to cut our jobs you are doing it knowing there is absolutely no other choice.

Ashley Fisher: I am writing to you as the Library Technician at McKinley Elementary since January 2018. When I accepted my 20 hour a week position, I knew it would be a challenge to give our students as much access as they deserve to their library. At our school, the library is more than a place you come once a week to listen to a story and choose a book. It is the place our students have free choice of books. Books that offer a mirror for them to see themselves or a window into someone else's life or story. Books that offer an escape to places they can only dream of. It is a place where we come together and create and share beautiful art. It is a place to come to when you need a quiet place, want to play a game or if you feel like you just don't fit in during recess. A place for teachers to access books they need to support curriculum and standards. I fear that if I lose my place in McKinley's beautiful, warm and welcoming library, that once a month will be the only access that they get. My heart breaks for all of our McKinley Tiger family if this happens. All Classified staff are essential.

Barbara Moser: I am saddened again to have to write in to defend my position as EL Para Educator and ELPAC Coordinator at McKinley Elementary, with over 19 years in TUSD. I am not just an interventionist, recess supervisor, and test administrator. I am a friendly, familiar face at the gate every day for every child from transitional kindergarten to 5th grade. As well as to the parents and family members, that are a part of our McKinley Tiger Family. I am a hand to hold when the last thing a child wants to do is leave their parent to go to class. I am a hug when they need it, a shoulder to cry on, a mediator, mentor, sometimes nurse and always cheerleader. School is so much more than just Teachers and students. All Classified staff are essential. A deep sense of community is what all TUSD students deserve and need to thrive. It takes a village.

<b>Public Hearing:</b>	<b>12.1</b>	<b>Administrative &amp; Business Services:</b> None.
<b>Consent Items:</b>	<b>13.</b>	None.
<b>Action Items:</b>	<b>14.1</b>	<b>Administrative &amp; Business Services:</b> None.
	<b>14.2</b>	<b>Educational Services:</b> None.

**14.3 Human Resources:**

**14.3.1** Adopt Resolution 19-33, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds

**Action:** Abercrombie, Costa. **Vote:** Yes-6; No-1(Alexander)

**14.3.2** Adopt Resolution No. 19-36 Authorizing the Elimination of Certain Certificated Management Positions Due to Lack of Work or Lack of Funds

**Action** Abercrombie, Costa. **Vote:** Yes-6; No-1(Alexander)

**14.3.3** Adopt Resolution 19-32, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds  
*This item was moved up on the agenda.*

**Action** Pulled. **Vote:** None.

**Board Reports:**

Trustee Silcox believes it is important to put in things in perspective and the circumstance the district is in. No one person enjoys cutting jobs. Prior to COVID we had declining enrollment and we had to be cut to be financially solvent. Now all businesses have had dramatic impacts. Many in other industries have cuts or lost jobs. TUSD is not immune. We are fortunate that cabinet has been responsible. The District has 3-4 months of expenses in the bank. If the state does not pay beyond that we don't have the money. Some ask why we can't have the same as other districts. Other districts are different and receive more funding. No one on this board or cabinet can promise that we have saved any jobs because we do not know what the future holds. Today we are following Dr. Stephens request to not make cuts, but that does not mean there won't be in the future. We cannot give a false sense of hope. We will do our best. The character and integrity of cabinet has come into question. He has worked closely with them and can say that they absolutely hold the highest standards. Negative statements are a reflection of those making the statements. CSEA leadership is dishonest and disrespectful. If he was a CSEA employee, he would have no confidence in their leadership. Trustee Souza agrees with Trustee Silcox. We are fully invested in saving jobs and students. To hear you want to recall board members or disagree with us is a concern. This is worse than the great depression. As a district we do not want the state taking us over when they cannot manage their own budget. Our children are our top priority. If you question that, please get in touch with us instead of going online. We are proud of all the work that everyone has done and believes in our team and what we are trying to accomplish. Trustee Kaur commented that we do not take cuts lightly. We very seriously looked at the budget countless times. Tonight, is a testament of how hard we all worked. She wants employees to understand they will be at the forefront. She understands this is their livelihood. She wants to acknowledge our administration for their work. Trustee Alexander wants everyone to be mindful of COVID-19. There has been a spike in our community so stay safe. Trustee Costa read a prepared statement that commented on the amount of misinformation that is out there. She has been on the board since 2010 and is amazed by the number of people that pass blame and stir the pot by telling lies. It is unfortunate that groups use social media instead of working with board. The board makes reductions every year including cuts in management. This year, the state has not finalized its budget, so we are left hanging. Deferred payments are not guaranteed. Approximately 80% of our budget is salaries which doesn't leave much to cut. The blame should be placed on the State of California. Please educate yourself before you find fault and verify

statements. We do not want to cut any jobs. We hope that you will be part of the solution, not the problem. She hopes that all will show respect and work together. Trustee Pekari stated that these are challenging times and knows that everyone is here for the kids. We need to advocate for public education to help our kids. He requested that people send a letter to the governor. We are one of the biggest employers in Tracy. It doesn't just hurt TUSD, it hurts our city as well.

**Superintendent  
Report:**

Dr. Stephens is relieved that we did not have to go through these budget reductions. We have wonderful employees and to retain them is important to TUSD. He appreciates Governor Newsom signing the budget and appreciates our school board for their support in this tough time. He also thanked cabinet for their hard work. He has been here 6 years and is very happy to be here and work with amazing people.

**Adjourn: 7:50 p.m.**

_____	_____
Clerk	Date

**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, June 23, 2020**

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

**6:30 PM:**                    **1-3.** President Pekari called the meeting to order and adjourned to closed session.

**Roll Call:**                    **4.** Board: S. Abercrombie, A. Alexander, J. Costa, S. Kaur, B. Pekari, J. Silcox, L. Souza  
Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall, B. Etcheverry

**7:15 PM**                    **5.** President Pekari called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Trustee Silcox read a prepared statement that commented on the conduct of CSEA's leadership and their questioning of the competence of former Delhi employees who are minorities and are now part of TSMA. These employees are some of the best in the district and there is no reason to attack them.

**Closed Session:**           **6a**       Report Out of Action Taken on Adopt Resolution No. 19-39, Authorizing the Non-Reelection of a Probationary Certificated Employee: #UC-1215. Pursuant to Education Code Section 44929.21(b)  
**Action:** Dismissed. **Vote:** Yes-7; No-0.

**Minutes:**                    **7. Approve Regular Minutes of June 9, 2020.**  
**Action:** Costa, Souza. **Vote:** Yes-5; No-0; Abstain-2(Silcox, Abercrombie)

**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.

- 10.1.1** Receive Report on Duncan-Russell Community Day School and Willow School Move  
Associate Superintendent of Business Services, Dr. Casey Goodall, reported that it would take several million dollars to improve this site, so these programs will be moved to the Stein site. To facilitate programs, we have added 3 classrooms. Stein maintains its name and DR will become Duncan Russell Community Day School. Two schools on the same campus. The CDS code will be moved from the Grant Line location to the new location.

**10.2 Educational Services:**

- 10.2.1** Receive Report on Reopening of Schools

Julianna Stocking, Associate Superintendent of Educational Services, reviewed a report on the reopening of schools. She worked with a task force to develop a plan for reopening which includes making necessary adjustments and monitor COVID guidelines change as we speak. The task force included TEA consult team, CSEA consult team and TSMA consult team. In addition to these meetings, she met with Title 1 parent advisory, DELAC parents and zoomed with West High Parent Café.

Our goal is to provide access to education with COVID-19 safety measures in place for students and staff. Our county goal is to bring kids back to school. We have prepared for 3 scenarios: a) return 5 days a week with COVID safety measures; b) semi-restricted with Hybrid model if county requires; and c) most restricted if we go into a shelter-in-place or guidance from Dr. Park, of the county health department, a distance learning model.

She reviewed the planning and people involved. Explained the parent survey with over 4,000 responses after the first day of the survey. There are many concerns from our employees such as requiring a mask for students and staff which is now required, except for those with medical conditions which will be handled on an individual basis.

The district will provide PPE for our employees. Many accommodations have been made including proper sanitization equipment, using sanitization recommendations from the CDC and County Public Health Departments. We have hand sanitizer available at all facilities and in every classroom and offices. We will have masks and face shields for all staff and students, as well as symptom check protocols. Social distancing goes hand in hand with masks. Guidance from CDE and CDC states that masks are required especially in cases where social distancing is not possible. We will social distance to the best we can and have modified lunch to grab and go meals, one directional seating in classrooms and the option to take lunch outside and eat. In the classroom our goal is to bring our kids back to school so we are removing all excess furniture inside of classrooms so that we can make the most space possible. We have visited classrooms with excess furniture, and we are able to have 2 feet between desks in a typical 37



seat room. From the back of a student's chair to the back of another, there will be about 3 feet to the sides and 4 feet front to back. Our educational program will be using a collective common platform. We will also provide alternative options to families including independent study, hybrid or online in the event of school closures.

Dr. Park, the San Joaquin County Public Health Office, has hosted weekly meetings with all of our county superintendents and provides guidance. In addition, the San Joaquin County Office of Education published their safety measures which align to the CDE as well as the CDC. We are negotiating at the bargaining table with our unions for each of the 3 scenarios. We have agreed upon a calendar and are developing safety guidelines. We will continue to monitor and adjust as needed and will changes closely.

We are preparing to open school on August 11<sup>th</sup> with these guidelines. Students will attend daily. We will continue to provide ongoing community messaging via our webpage, updated emails, phone calls, etc. We will promote healthy hygiene practices. Schools have started to prepare their site safety plans. We will require all staff and students to wear cloth face coverings unless they have health issues which will be reviewed case by case. All rooms with running water will have soap and paper towels. All hand sanitizers will be refilled as needed. We will also provide training to wash hands frequently and ensure adequate supplies. We will provide staff and students with face coverings. Have frequent cleaning, disinfectant, ventilation throughout our schools. Playground equipment will be **suspended** until further notice. This is challenging but we will do the best we can. We will revisit all of these measures as our status changes. Cleaning products used are approved and used by the CDC and will be in safe places and not accessible to students. To ensure proper ventilation and air conditional, are rooms all equipped with economizers to have air flow from the inside to the outside reducing carbon dioxide in our rooms. Air filters will be a Merv 9 rating and will be checked regularly to ensure they are clean and working as they should. We will be implementing social distancing inside and outside of the classrooms, including arrival and dismissal plans so that there are not groups congregating. We will identify one directional foot trafficking and will remove all excess furniture. There will be limited sharing as each student will need to use their own book, no sharing of classroom sets and no shared group supplies, each student will have their own. We will educate our families by providing reopening guidelines, hosting public sessions and sending guidance out to our families and staff. As advised by San Joaquin County Office of Education, students will conduct a self-check for COVID-19 symptoms; anyone exposed or sick should not come to school and those that become sick there is an identified sick room area, so they are not interacting with others. There is also a set of guidelines if someone becomes sick or tests positive and we will work with San Joaquin County Health Department and follow their protocols. We will be hosting a public presentation for updates in the month of July to staff

and community.

As of today, we plan to reopen in accordance with this guidance to bring our kids back 5 days a week with safety measures in place. All students and staff are required to wear a mask except those with medical health condition. Independent study is an option if children are susceptible or if you not ready to send kids back. TUSD also has an independent study model for K-12 or the 7-12 online charter school. If interested, please contact our district office. We will continue to provide updates on our webpage and will continue to prepare all sites for reopening with the safety and health measures stated previously. This information will be posted on our website tomorrow.

Ms. Stocking also commented that we have shared this information with our consult teams and management team. Tomorrow morning there will be a communication going out to all staff with this information and as well to our families via email, phone calls and posted on our websites. The survey will be extended to July 3. So far, 65% of our families prefer to go back to school 100%. The survey will help us with staffing. Planning is all aligned to guidelines provided by county and state.

Dr. Stephens commented that we will likely have a special board meeting in July and will let the board know the date.

## Hearing of Delegations

### 11. The following comments were submitted online and read:

Sarviett Dhillon: I am a mother of a student in the TUSD school district. I don't feel comfortable sending my child back to school 100% due to the escalating progression of Covid 19 especially in the San Joaquin County. I feel a better plan should be implemented for the students' safety and the well being of their education. I would appreciate it if the board will take their time and look into this matter closely. Thank You!

Shital Hubli: Hi my name is Dr. Hubli and I a practicing physician in town. The number of infections in Tracy and San Joaquin County are going up currently along with hospital admissions. This is not the time to make decisions regarding opening schools.

Aiyan Alam: I am an incoming junior at Tracy High. To my understanding, on June 12th, 2020, Governor Newsom let schools open under phase 3 measures of reopening California. Since school has ended, our school district, of course, will not open. However, my concern is on how we will be reopening the Tracy Unified School District during the 2020-2021 school year. The Tracy Unified School District Task Force has come up with a plan to reopen schools for the upcoming year. However, there are now concerns that the board will not be voting on the plan, which means that whatever the plan is, the school district will have to move on with that plan. This can cause a spike in COVID-19 cases throughout the school district. Tracy Unified is supposed to keep students safe, that is what the school district promised. Not only are you supposed to make schools emotionally safe, but also physically. In the case of COVID-19, we need to create safer school.

Social distancing needs to be in place during school, which might mean less students per class, or even per school per day. Face coverings should be worn before, during, and after school hours, as long as the person is on campus. The California Department of Education states, "At a minimum, face coverings should be worn:

1. While waiting to enter the school campus.
2. While on school grounds (except when eating or drinking).
3. While leaving school.
4. While on a school bus."

Drivers should also have access to giving out masks, should a student not have access to one before boarding.

The department of education also states that school districts should, "Plan to limit the number of people in all campus spaces to the number that can be reasonably accommodated while maintaining a minimum of 6 feet of distance between individuals." These guidances need to be followed for the betterment of the teacher and students.

When the District reopening task force sent site principals the reopening plan for site specific modifications, they incorrectly claimed distancing between students would not be a state recommendation, and indicated that distancing between students and staff would be recommended by the state, but was described by the district as "not really possible." If we think of the situation as this, then students' lives are in danger.

I am writing and speaking on behalf of my fellow student peers and I would like all board members to seriously take a safe plan into consideration. The TUSD task force must create a plan that keeps students and their teachers safe. Our students do not want to miss school because of COVID-19. Our students do not want to die from COVID-19 and of course, our students do not want to catch COVID-19.

I would like to request for board members to review guidelines issued by the California Department of Education and the Centers for Disease Control and Prevention (CDC). If the guidelines do not meet or exceed the expectations of the two stated, the board must reject the plan. This will be for the better of students, teachers, and staff. Although I am a student of the district, my opinions, as well as other students' opinions, should be taken into consideration. In fact, we are students of Tracy Unified, and our performance is showcased as part of the district's success of educating students. Please take this into serious consideration and make a decision on the plan. You can save lives by doing so.

Anonymous: Students should get the say in this, not the parents, as the students will be the ones on campus. We should not choose between being affected by a virus or get an education..we should stay home. Cases are going up, what does that say if schools open up? It will be the boards fault for all of us being affected.

Renmani Kapadia: I am a parent to students at Tracy HS (11th), Monte Vista MS (7th), and Southwest Park (4th). I am commenting on item 10.2.1 regarding the Reopening of Schools. I am disappointed that our district was late to the game in offering distance learning when we moved to shelter in place while neighboring districts barely skipped a beat. I gave TUSD the benefit of the doubt and assumed there would be sufficient planning so our kids could return to their education in August with safety precautions in place and opportunities for the most enriching instruction.

I am concerned that parents have not been a part of the discussion for the coming school year. I appreciate the survey, but there should be a panel of parents involved. How do you know what we want or need? How do we know what to ask for if we haven't seen the plan? Perhaps you could include school site council. The students are the customers and need to have a representative at the table.

The two options presented in the survey are all or nothing. They either keep the student safe at home or give them access to their full education. A hybrid that meets somewhere in the middle would be ideal such as what was mentioned by TUSD Facebook this morning. "TUSD also has a plan for a hybrid schedule(students attend 2 days a week and have 3 days of distance learning) and distance learning( 5 days a week learning at home) to be implemented, if advised by San Joaquin County Public Health as the phases continue to change in our county."

Having a split schedule that includes an enriching online platform with teacher instruction and interaction would be ideal. The goal is to give the students the best education in the safest environment. Why can't this be planned out now and given as an option? Why wait until the county forces it overnight? Let's plan this in a smart way now.

The plan that's being presented tonight didn't include the parents and should be voted on after we have gotten a chance to review it and respond. I urge you to have a special meeting before the regularly scheduled meeting on August 11 and the start of school so we can address our concerns. Give families an opportunity to review the plan and respond so you, the board, can represent us.

Thank you for taking the time to read and respond to my email and for listening to my comments here.

Becky Andrus: Please open the schools. Please make masks optional. Please ramp up cleaning and disinfection. Kids need germs. Kids need kids. Covid is NOT going away. Let's live with it instead...

Mo Subbaraman: Honorable President and Board Members:

This is about the reopening of TUSD for the year 20-21. (Agenda Item 10.2.1) . Given the present condition we are in and with Governor Newsom saying that a big enough spike in cases could force another closure of the states economy we are looking at Independent Study for our 2 kids this year at TUSD.

We have 2 kids in TUSD one in West High (Space and Engineering) and one in Elementary (SW Park). The Independent Study option would work for the Elementary School Kids but for the high school kids a 1 hour per week meeting with TUSD Teacher we do not think will suffice. Is there an option for Teachers to enable web cameras while they teach so that students whether in class or attending remotely can listen to their lectures? High school kids definitely need more than an hour per week from TUSD Teachers.

For High School kids who enroll in science classes that need labs - could we have a provision to complete their labs once a week or so in school ? With the standard precautions - sanitizing/ masks/ distancing, etc... This way we do limit their exposure but at the same time we also do not stop their school progress .

Jeremy Ballard: Tracy Unified has decided to forego the process of voting on reopening the school. Taking the power of a voice and the ability to choose away

from its community, it's parents, and it's students? This unacceptable! The board meets 6/23 then they don't meet until after schools open? That is unacceptable! The board is afraid the actually meet face to face, but they expect our children to do just that when schools are scheduled to reopen? That to is unacceptable! I suppose the voice of the community will speak loud and clear come new elections? All your names will not be forgotten.

Manjula Gubbinagaraju: 1. Online virtual classes are appropriate for current situation. Students should be given options for the above. 2. Once a week attending practicals with 25% of class in attendance.

Thalya Cuilty: I ask that no vote be made today without a proper survey in place. The two choices given, to attend class in person or attend class online are not adequate. How will online classes be conducted? Will classes online be in real time or recorded? How will students interact with other students in online classes? What is in place if there is another shutdown and students must do online classes full time

There was no option for block scheduling. 36 students indoors w/no social distancing is not satisfactory in the times of COVID.

How will lunch be managed? How will sanitation be managed. What happens if a student must be quarantined? There are more questions than answers.

I ask that no vote be made today without the full participation of parents and students.

Linda Newman: I was incredibly disappointed by the survey provided to parents prior to tonight's meeting. Besides not being informed how the data would be used, it was lacking in detailed questions. I request that parents be given a more detailed survey which addresses how parents would like safety practices enforced at school.

Further, I implore that parents be given a blended option. Many parents are not capable of homeschooling to the same standards for many various reasons.

However attending school as before may also not be an option. Please consider more options. We love our schools and we really want to return to our new normal, but it's really important we do so safely. Many students live with members of their extended family who may be at risk. Thank You

Amy Ceteras: Please make safety the district's number one priority when considering the reopening of our schools. When the decision was made to close our schools in March, there were less than 10 cases in San Joaquin County. Today there are 2,560. Our county has been put on the state's watchlist because it is failing in multiple of the state's metrics regarding Covid - including the number of cases in the last 2 weeks, number of hospitalizations. Please include the following to support the safety of staff and students: 1. No more students in a classroom than social distancing (6 ft apart) would allow. 2. Increase/Improve ventilation in classrooms. Many have no exterior door, nor a window that opens. 3. Clorox wipes available in each classroom to quickly sanitize when needed 4. Hand sanitizer stocked in each classroom, regardless of whether or not it has a sink. 5. Thorough cleaning of all high touch areas throughout the day (doorknobs, bathrooms, etc). 6. Thorough cleaning of ALL rooms each night. Just a few days ago there was an outbreak of Covid among medical professionals at a hospital in



Lodi. Keep in mind that they are getting the virus even though they are following safety precautions and wearing full PPE. We owe it to our students, staff, and the families of our community to have safety expectations that go beyond posting signs, creating one-way foot traffic, and having students sit on one side of the bench in the cafeteria. I hope that the items I've listed will be included within our standard safety guidelines

Adam Hill: As a parent of 2 TUSD students I am very disappointed and fearful of how TUSD is handling the reopening of school. It is appalling to hear the potential of reopening full time when COVID 19 cases are spiking in San Joaquin County. I know TUSD will not care about the health and safety of my children. You would rather open fully to get ADA money than do a hybrid schedule to protect kids. I am very concerned how a plan is being shared but the next board meeting isn't until the school year starts? That seems a little backward and doesn't make sense. I guess it goes with TUSD. It is even more embarrassing that with the potential of online learning TUSD is adamant about not going 1 to 1 with technology. I will be withdrawing my children shortly and I applaud those parent who have withdrawn their children or have chosen to homeschool. TUSD has no business in education whatsoever.

Leslie Garcia: Hello Members of the Board and TUSD Task Force,  
Regarding agenda item 10.2.1-School Reopening Plan, I'd like to make my concerns know.

My name is Leslie Garcia and I'm an educator at McKinley. I wanted to share my thoughts and pose a few questions to be considered as the group plans to determine next steps with reopening schools in our district.

As long as I have been a teacher in this district, 20 years, safety has been a priority for students and staff. I would ask you to consider what is truly "safe" during an unknown situation such as a Covid 19 Pandemic? Does anyone really know if we can assure social distancing? In theory there are plenty of criteria, but can it be done? Will we only realize whether the plan is "safe" enough if only a few children become infected or some staff members? Or one grandparent is on a ventilator? (One infected is too many!) Or will it be an afterthought, "Well, we tried."

When we teach students, we address the needs of our students and the learning objectives of the state & district. When something isn't effective, we use data to make a new plan. Is the data you will look at related to the health of members of staff and children? Have you noticed the rise in Covid 19 cases in our county this week? How can the potential for serious illness and possible death be something even considered in an era where we have other methods to deliver instruction such as TEAMS, paper and Zoom? If a play structure is dangerous, the district won't let children use it. If a child needs to cross a street or get into a car, there are adults leading the way to safety. With Covid 19, NO ONE is safe, not children, staff or families when we all gather together. I would suggest the Board and the TUSD Task Force consider making an error on the side of caution this time, rather than taking a chance with people's health, safety, and those of family members in our community. The cases of Covid 19 are mounting and if you truly ask why, you'll see the interaction among groups is a huge consideration. As teachers, we are not nurses or parents of the children we teach. We are their teacher and are trying to do our job safely. We are all humans first! Distant Learning may not be ideal for

anyone, but it is SAFE for EVERYONE.

Thank you for considering my remarks and considering my safety as a grandmother who misses hugging her grandkids during this pandemic.

Joan Piazza: Please reconsider making cuts to any positions whether they are filled or unfilled at this time. It seems with the current funds in reserves of over \$40 million, surely common sense shows that no jobs need to be cut for this coming school year.

Thank you for your consideration

Sheetal Reddy: Hello, I have elementary aged children who will be attending grade 1 and 5. I am concerned about the quality of education they will be receiving under the distance learning program.

It was stated that one hour of instruction will be given, and then the child will be on their own. I would request more valuable time be given to students. This is what I expect:

- instruction and explanation of a given topic
- breakout discussion rooms so kids can work in groups on an assignment related to the subject being covered
- independent work assigned for each subject with time to review the work given.
- long term and relevant projects and research assignments

I feel there is plenty of time to create a curriculum that doesn't depend so heavily on the child to receive instruction at home. The quality of education that was given at the end of the year was subpar. That was excusable since there was no time to prepare but the same cannot be said for the academic year ahead.

If board meetings of 7 people is being cancelled and held virtually because of COVID, we cannot realistically expect kids to feel safe and return to the classroom environment.

Let's do better by our children and our community. They should not have to choose between a quality education and their health. Let's find a better option.

Thank you.

B. Gomez: Addressing agenda item 10.2.1

I believe that the families of TUSD would best be served by a schedule with half the school week attended at school campus, with reminding days of the week completed at home with distance learning. I have two children that have very different needs. Neither will benefit from entirely distance learning. But as a parent I am not comfortable with them attending 5 days a week, full days.

Sainath Kala: We want our kids to be safe & take online classes.

Lorena Sanchez: Good evening- I am writing to the Board in regards to the opening of schools for the 2020/21 school year.

Like other parents, I am not reassured by the fact that the schools plan to open with all students attending, giving no appropriate spacing for social distancing.

Expecting students to walk one way? To sit in rows and not turn around or face other students? To keep their hands to themselves? Risible

Also, when schools open, besides the obvious need for social/emotional and trauma support our students will need, will we be addressing the systemic racism

which the unrest in our nation has exposed? As a Mexican immigrant who has lived here since 1975, I have experienced racism in this town, as I know some of our students have. I strongly feel we should investigate and implement changes to address the inequities in our school district so that our students don't ever feel inferior because of their skin color, language, or culture.

The district has not deemed it necessary to put out a statement in support of our Black community, or to denounce the violence against Black people nationwide. I find this disturbing, as I do the opening of our schools with minimal to no changes to diminish the spread of Covid-19. Like Covid, we are sweeping the ugliness of racism under the rug and expecting teachers and students to continue dealing with the fallout of not addressing it and not making changes. As a teacher and a parent of a student at TUSD, I find this objectionable and hope TUSD continues to work on both of these issues.

Ylicia Gardner: will we be notified if there is a positive case within the school or families of?

-is there a hybrid option or just 100% online or not?

-are there more details for our options, schedule, cleaning safety precautions..

-will the current 10 absences be increased?

Jennifer Soto: School reopening plan- Why is TUSD so late in unveiling a plan to reopening schools Compared to other districts around us? Why Didn't you think of surveying parents and teachers earlier? As a very involved parent in my children's education I'm extremely disappointed in the situation TUSD is putting our children, teachers and staff. It is extremely dangerous to consider reopening at 100%. The other option looks like the same failure DL model. How is my child going to learn with 1hr a week zoom? Why hasn't the district considered a 2 day school 3 DL? This Hybrid model will lower risk to students and staff. Student can be able to have the experience of going into a classroom to experience a sense of normalcy essential for their mental health.

Option of 100% is just plain Dangerous

Option of 100% is dangerous for mental health and poor learning. I say no to both!!!!!!

I support Hybrid model adopted by many, many districts around us.

Crystal Wong: As a parent, instructor and community member I would like to acknowledge the complex task that has been set upon your shoulders of how to best return to educating our students. Without a doubt the complexities of the circumstances cannot be overstated. Choices and decisions made prior to your entrance to district leadership have been inherited and are handicapping our options. The unknown conversations and actions that have been taken to try to problem solve our way out of the chaos certainly must have been numerous and difficult. For the efforts, experience, and viewpoints you bring to the struggle I thank you.

Having acknowledged the giant task you are diligently working on, I am writing to communicate my concern, confusion, and frustration at the process that Tracy Unified School District has been undertaking. It is flabbergasting to imagine that with a disease which spreads like wildfire in environments with high population density the plan (as reported by only a few school sites) does not seek to reduce the number of people in an enclosed space.

Every time I start to think about next year my anxiety and frustration grow. I've written essays, attended webinars, read and read and read, participated in countless conversations, and yes...buried my head in the sand when I needed to. Each and every time I venture to think about returning to school I come to the same conclusion:

Safety is not optional (masks, DISTANCE, sanitation)

Equity is not optional (ALL students, high quality, high expectations)

Learning is not optional (required, grade-level, college and career ready w/ 21st Century Skills)

If TUSD is running into roadblocks I wish they would share them out so our community can help. Don't take the BEST options off of the table without exhausting all avenues of solutions. Our students deserve this from us.

Melissa Kalis: As a teacher and parent of children attending TUSD schools, I was really disappointed in the lack of options given for schools reopening in the online parent survey that was circulated prior to this meeting. I felt incredibly uncomfortable being forced into two very broad categories of 100% in person attendance or independent study. There are so many other hybrid models that many other school districts are proposing and offering to their students and families that would provide teacher instruction and classroom education in a much safer manner and would comply with social distancing to help keep families safe. Why were there no other options presented on the TUSD survey for us to consider? This survey felt pointless, as if these two choices are taking an "all-or-nothing" approach to reopening schools and it does not need to be that way. I am interested in getting back into the classroom setting as a teacher and also for my children to return as students. However, I do think it needs to be done safely and in compliance with the CDC recommendations and public health guidelines and sending families back at 100% in person attendance does not seem feasible when it comes to social distancing rules. At the same time, many working families cannot manage independent study and keeping their children home every single day. There needs to be a better blended option of the two. Where is the middle ground? I was very disheartened after taking that survey and I remain concerned.

Molly Medeiros: Will the schools alert families when a child or a family member at their school has been diagnosed with Covid-19? I understand privacy. I don't need a name and a picture, just a general alert that someone associated with the school has been confirmed with Covid-19. Being blind sighted when my kid comes home with lice and strep is infuriating but to hide confirmed cases based on privacy should be criminal.

How many kids will be in a classroom? Will the kids keep to the same kids all year or will they be interacting with kids in other classes?

How will absences be handled? Currently, only 10 absences are allowed without a doctors note. Both my kids have perfect attendance and love going to school but they will not be going for two weeks if someone is diagnosed. Obviously, I'm not going to contact our doctor to write a note for absences of that nature.

Erika Cortes: My children are enroll in FREILER school, and please I Appreciate that the district consider that continue the education in home, until there is a safe coronavirus vaccine.

I Suggest that the teachers connect once week via zoom with the students and explain that activities to be carry out for the week.

Paty Pantoja: In the email sent from TUSD it states that we have the option of either 100% back or distance learning. What exactly does 100% going back look like? What does it entail? Six feet apart? Masks?

As far as distance learning, what is the plan for setting this up? What does this look like for our kids and parents? Is a teacher going to be on zoom? Etc...

Laura Frings: Reopening of Schools Item #10.2.1

I would acknowledge that we are living in challenging times with uncertain outcomes. The wisest solution is to use known science to inform our decisions. We know the experts tell us classrooms are particularly vulnerable to spreading COVID-19 for the following reasons:

- Indoors
- Poor ventilation (not all classrooms have windows that can be opened for air circulation)
- Large group of people in close proximity \*Science shows the more people the greater the risk.
- Duration of time you spend in confined space with people

I fear TUSD is electing to ignore the science because the solutions seem too overwhelming to navigate. However, I know we are up to the challenge if administration, parents, teachers, and classified work together to collaborate on solutions.

We need to use facts and data to inform our decisions. If circumstances change, we make adjustments accordingly. Every decision should be made with health and safety as the guiding principle. Making a plan to have 100% return to school with San Joaquin County's COVID-19 spread is not prudent or safe. Are we just supposed to hope that things have improved by our August start date?

I ask that Dr. Stephens and the Board of Trustees give time for a more thoughtful, science-based plan to be developed. I would like to ask, under the current safety plan, would you feel safe sitting in a TUSD classroom full of students every day? Would you feel confident that every effort was being put forth to keep your child or grandchild safe in a TUSD classroom? Right now, I hear many parents who do not feel confident that their child's safety is a priority to TUSD. Right now, many teachers do not feel confident that TUSD's #1 priority is keeping students, teachers, and other school personnel safe. Everyone understands there will be risk; however, there are guidelines in place to minimize that risk and those guidelines should be followed.

We all must make every effort to ensure the safety of all students and TUSD personnel. We can do better. Thank you for listening. I am counting on your concern and compassion.

Vanessa Alfaro: I have 2 children in the TUSD district. I am in favor for the re-opening of school. Parents should be able to chose what they think is best for their families. If parents are concerned they can opt for Online home school. Let us each voice our own opinions & concerns. I don't want others making decisions for my family but me.

Most importantly to me, I have a special needs child that needs structure, socialization & special services that only school can provide!

If parents are against schools re-opening HOME SCHOOL them, problem solved for you.

Charity Fugueras: I strongly believe that it is not yet safe to send my kids to school in august due to covid cases flare up, there's not even a cure yet. I'd rather have them do distance learning at home than attend school and be worried every second of our day that they gonna catch the virus, and we also have very high risk people living at home so it's a very complicated situation for us. The district have to consider the safety and health of the students first before anything else. 6 FEET APART OR 6 FEET UNDER. I hope the district will hear the parents out and decide in the favor of the students.

Sara Gomes: I am writing this with a very concerned heart. I am first and foremost concerned about the safety of my kids, all kids while at school. I feel that having small class sizes at any one time, spaced out desks/work spaces, cleaning of classrooms daily, and temperature checks at the gate will go a long way in helping students and staff stay healthy. My other major concern is for the students', especially my own kids' psychological health and wellbeing. Isolation and ALL DAY mask wearing will do more harm than benefit for kids mentally and emotionally. Wearing a mask could also pose harm physically (lack of oxygen, decreased oxygen in the blood, asthma attacks, panic/anxiety attacks, CO2 poisoning, etc). Kids will inevitably play with and/or touch their masks which will lead to an INCREASED risk of getting an infection. It will be a constant distraction and interruption in class for the teacher to have to frequently "police" proper mask wearing. For ALL these reasons enforcing mask wearing at school for students will be a DEAL BREAKER for my kids' planned return to school this Fall. Let me say that again, my kids will NOT attend school IN PERSON if mask wearing is MANDATORY. Reason number one is my daughter has a history of a neurological disorder and cannot properly breathe through her nose. So a mask for her 6 hours a day will do more harm than good. The proposed isolation practices of no lunch in cafeterias, no outdoor recesses, potentially no school sports will wear on the students and staff. Emotional and mental stability will be compromised. Kids need to be with their peers. Kids need fresh air and natural Vitamin D to promote healthy bodies. Kids need physical activity to release pent up energy and build on a healthy mind and body. Teachers and staff need to have their well deserved breaks. Teachers need time away from their students to prep the next lesson, decompress, refuel themselves. We can't expect students and teachers to be at their best if they aren't able to have those important breaks throughout the school day.

Sonali Thatte: I am a parent of Sophomore at West High ( Space and Engineering academy) & 5th Grader( GATE Program)

I would like to begin by thanking you for the parents input survey.

However, the survey has only 3 options and does not cater to all the student needs. Option 2: 100 % distance learning option is an Independent study option with just 1 hour per week interaction with the teacher which I feel is not enough. The students should be able to join the in person classroom session virtually if they chose to opt for 100% distance learning option.

Option 3: Tracy Charter School with independent study does not cater to the High

School students that are in specialized programs such as Space and Engineering at West High, IB at Tracy High, etc and also the 2-8 GATE program.

For High school students I have following concerns:

A. How TUSD plans to conduct the labs for Physics, Chemistry and Biology with 100 % distance learning.

B. How TUSD is planning to assess quizzes, assignments and grading?

The reopening report has not been made available to the public/parents before submitting it to the board.

Can we request you to have a special meeting for parents to share the comments on the report.

We are in a unique situation right now and students who want to choose distance learning as an option

should not be deprived of the same right to education as their peers.

Marc Mariano: As a student of the graduated class of 2020, I am here to address the reopening of the TUSD. As a student affected by the virus, I ask you to take initiative towards my class being the last fully affected. The bare minimum that I ask you to do are the following:

1. Require social distancing measures and face masks in the school settings
2. Reject any reopening proposal that does not follow the basic classroom safety precautions outlined by the CDE.

3. Require schedule modifications to allow for the safest learning environment.

I.E. A/B scheduling

I have sent each board member an email with a link to the CDE's "how to" guide to reopening the schooling system. Please do not be irresponsible and ignore the pandemic. To reopen the school without following AT LEAST the three listed requirements should be deemed irresponsible and unsafe. According to the Tracy Press, just last week the city of Tracy alone has reached 144 confirmed cases. By reopening the schools, it will not only put the students lives at risk, but also the families of the students, the teachers, the counselors, the families of the teachers and counselors, and so on and so forth until it eventually reaches your family and friends. As the board of education, you have a responsibility to ensure that the students in the TUSD have a safe learning environment, ESPECIALLY in times like this. This is not a political issue, it is a public health crisis. Please consider my concerns and take the necessary steps, as it will affect the lives of those in your community. Thank you

Rhonda Campbell: According to the San Joaquin County Covid-19 dashboard today, the number of people hospitalized daily for Covid-19 in our county has steadily increased from it lowest point of 7 people on May 19th to 91 people admitted to a hospital yesterday.

In fact, although San Joaquin County's population is half of the neighboring Sacramento's population our county has had more Covid-19 cases and is on a watch list according to the CDC.

With that being said with the lessening of restrictions and increase in movement of the population, why would TUSD consider anything other than distance learning to protect students, staff, and the community at large when the Covid situation is worse than when distance learning was implemented in March?

Jodi Seifert: I believe that next school year and how the district is going deal with



mask, procedures, protocols and safety needs addressed. There was a survey available for parents to fill out asking if we would send out kids to school. But there was nothing about masks. I understand the need for masks but I will not be sending my children to school if they are required to wear masks while I'm school grounds. I will find another way of providing education for my children. My oldest loves school and would be sad if she missed out on the amazing teachers in 6th grade. My youngest is starting kindergarten and can't wait. I don't believe staying in a mask breathing your own air for an entire school day is healthy. We all need fresh air not your own recycled air especially during physical activity. There are other ways to make sure that every kid is safe. I really hope that the board will inform the parents in advance as to what changes may take place before the 1st of August that way parents have the ability to make the changes that is best for their families.

Maria Pinto: Are there going to be new protocols for students to follow? How safe is it? Is requiring masks part of the protocol? Is social distancing part of the protocol? Kids are cruel as it is, how are you going to handle new bullying? I am afraid kids will get bullied over sneezing, mask use, and social distancing.

Carlos Ocampo: As a certificated substitute teacher for Tracy Unified, I am concerned about the premature re-opening of Tracy Unified Schools. Although I am eager to continue my work as an educator for Tracy Unified, a pre-mature re-opening of Tracy schools (Agenda Item 10.2) will place our students, their families, and Tracy Unified staff and faculty at risk. With the recent COVID-19 surge in the San Joaquin Valley raising the positive case total to more than 2,500, a "safe" re-opening should be called into question and discussed further with the community. I believe the Board should vote on a re-opening plan that takes into serious consideration the lives and health of its community. A re-opening plan that is preventative and not reactionary.

Megan Franco: I am very unhappy with the two options being provided for our kids to start school.

Brett Scheckla: This comment is in reference to agenda item 10.2.1. As a former student of TUSD, and member of the community, it is extremely concerning to hear that Tracy Unified is contemplating opening up schools as early as August 11th without the requirement of a mask or social distancing. COVID-19 is still very much a concern (especially with the numbers spiking in CA and all across the country). In order to ensure the safety of the students, staff, and the rest of the Tracy community I urge you to reconsider this plan. Please follow and listen to the guidelines set forth by the County, as everyone's safety should always be the top priority.

Pallavi Kargal; I believe that TUSD families should be given the following options for their students' return to school in August:

- 1) Online virtual classes are appropriate for current situation. Students should be given options for the above.
- 2) Once a week attending practicals with 25% of class in attendance. Like hybrid model approach should be looked into.
- 3) Choices like above are a must for families with medical history and for safety of

the community.

4) Many UC / CSU have gone virtual for their students and given options as well. TUSD needs to provide options for students especially after doing last quarter of last school year, by now should have gained knowledge about doing virtual classes. Which was done well by West High School staff and big applause to them all.

5) Giving options of independent study/ charter online is not an option for students who have taken special programs. Elaborate on how do you plan on including these students?

Families should be able to make choices based on what works best for their individual situation. Regardless of which approach is chosen, students who are virtually learning or in-person learning or hybrid should all be given an equal opportunity to the same resources, value of education, workload, schedule, and access to programs such as (SEA, IB, AP, etc).

As parents, we want our students to be able to focus on their education and growth and not have to be worried or put at risk physically, mentally, or emotionally to the harms of COVID-19 and constant monitoring of following or not following of CDC guidelines that will be difficult to enforce in a sensitive time like now. TUSD should focus on and enforce their goal of providing their students with the best education and support to ensure their future success. Thank you.

Joy Cornish Bowden: I am a parent of a junior at Tracy High School and a seventh grader at GKE. I am addressing Item 10.2.1: Report on Reopening of Schools. First, I believe the Board of Trustees should vote to hold a special meeting about the options and protocols for reopening of schools in August. The report that will be presented today was not made available to parents, so we are offering our comments to you now without a full understanding of what the District plans. Since your next regular meeting isn't until the first day of school, I ask that you schedule a special meeting to take place soon where parents can properly address the report.

Second, I ask that the Board vote to direct the District staff to come back to the Board with a revised reopening plan that is 1) more protective of the safety of students and teachers who return to school and 2) offers a more robust distance learning option for those parents who choose to keep their students home.

I want to be assured that my daughters will be safe when they return to school in August and be presented with a plan that follows CDC guidelines. Anyone inside a school building should wear a mask. Safety must be a universal guarantee to all students and staff.

Liana Serrano: According to Agenda item 13, "Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items." And yet, Agenda Item 13.2.1 states that the Board will "Receive and Approve the COVID-19 Operations Written Report for the Tracy Unified School District."

I request that this written report be made available to the other stakeholders (TUSD parents, teachers, and other staff) for comment PRIOR to any approval/adoption of the plan. I further request that another survey be rolled out to provide for feedback from those who read the plan. Note that the survey that was previously sent out to "address" the re-opening of the school was NOT sufficient to provide meaningful information, as there was not enough background information to make an informed decision.

I acknowledge this is a difficult situation. However, that does not alleviate the responsibility of the TUSD board to do better.

Lorri Peterson: Tracy Unified School District Board Members, Lorri Peterson: As a teacher in your district for 20 years, I believe an A/B hybrid schedule is the best idea for the following reasons:

- Students are able to social distance AND see their peers
- Emotional well-being is maintained when students, parents and staff feel safer
- With fewer students, teachers would be able to better address learning gaps
- A Mon/Tue-Thur/Fri schedule with Wednesday for planning and cleaning minimizes risk of contamination between groups of students.
- 15-16 student computers per class would be sufficient.

Offering only the two options may cause problems for disadvantaged populations.

- My ELs by and large struggled to do independent work.
- Independent study students may or may not do the work, even with weekly check-ins. They may lose another year of education, which would cause devastating learning loss.

A distance learning option should be offered.

- Distance learning benefitted some of my more distractible students greatly. This option should be available to students who were able to learn far better this way.
- I believe distance learning should be part of the AB hybrid schedule, but it can also be a stand-alone option for those who choose it.

The public is currently being told via media that their students will be socially distanced with desks that are 6 feet apart, and yet a 100% return does not guarantee that. I would ask that TUSD implement a plan that meets or exceeds CDE and CDPH's recommendations for public safety and health.

Jessica Dunn: I am submitting a comment regarding the reopening after school in the fall. whatever decision we as a district make, we must make sure that we are also thinking about how either in person educational services or distance learning services are going to be provided to our most vulnerable students. Those are our students that are on in-home home hospital instruction. During school closure those of us who were service providers for this program were unable to go into their homes and these are students who are not good candidates for distance learning through web conferencing. We cannot leave our most vulnerable students with limited services or no services. And in order for us to be able to provide service to them, staff members will need to be provided with appropriate PPE and manageable caseloads so that time-wise we have enough time to be able to go into their homes and change and get ready to see other students in their homes. These students cannot be an afterthought.

Jacqui Nott: Dr. Goodall and Dr. Harrison, Thank you for all your years of service to Tracy Unified School District! You should be proud of the work you have done, the people you are, and the difference you have made in our school district. You are absolute treasures who can never be fully replaced. We wish you great health and fantastic adventures in your retirement. Sincerely, Tracy Educators Association

Antonio Briseno: I want my children to go back to school.

Steve Miller: Recent communications to families and community has indicated that schools plan to open to all students with safety precautions. Will the district assure appropriate physical distancing between students and staff in the classroom setting as advised by state recommendations. If not, what are the safety precautions that are referenced, does this include mandatory masking of appropriately aged students as per recent government recommendations? Can current classroom size accommodate all of the students with appropriate physical distancing? If not will there be staggered schedules to appropriately protect students, staff, vulnerable family members of students/staff and the community as a whole?

Catherine Foisy: I have heard many rumors concerning our district's method of reopening this August. I am concerned that "reopening" decisions in our district will be based on the fiscal health of our district rather than on limiting the spread of COVID-19 in our community. Even though San Joaquin County is now experiencing a surge of COVID-19 cases and hospitalizations, I understand that one of the proposals for reopening schools in our district involves 100% of our students returning to class. This greatly concerns me and many other teachers. We hope that the district bases its reopening decisions with COVID-19 facts and CDC information in mind. If we are to return to the classroom. I would like the following guidelines to be followed, and in turn, become TUSD health and safety requirements:

- Students and school employees wear facial coverings and practice routine and regular handwashing/sanitizing.
- Deep cleaning and continuous cleaning of campuses and buses by trained school employees.
- Accommodations to allow for physical distancing in classrooms, cafeterias, gyms, and other shared spaces.
- Students and school employees have daily health assessments (temperature checks) before entering campus.

Article XVIII Safety (C) of our contract states; The District shall make every effort to provide unit members with a safe place in which to work. If the district allows its students, staff and families to enter school without specific health requirements being met, the district will not be doing all it can to insure the safety of all its members (students, staff, families and the Tracy community). Let's keep our learning community safe by implementing required safety procedures.

Jacqui Nott: One of the hardest things in life is not to know what's coming down the pike, especially when it could be something bad to befall you and/or those you love most. Most people would rather know for certain that something bad is coming than not being able to predict it. Uncertainty is psychological terror and we are all grappling with the effects of that.

I make this public comment tonight because I want you to know the levels of participation, consultation, and bargaining in which TEA and TUSD have engaged that brought us to the report you'll hear tonight. TEA and TUSD worked together in the following ways:

1. TEA had a consult team made up of executive board members (elected), negotiators (appointed), and other teachers (volunteers, neither elected nor

appointed). This consult team met with members of the TUSD task force to confer on school reopening. TEA consult and the TUSD task force have met 5 times for a free exchange of information, opinions, informal proposals, and recommendations in a conscientious effort to incorporate such recommendations into models for reopening. The TEA consult team held a total of approximately 13-15 Zoom meetings with teachers to gather input and then use that input during consultation. The TEA consult team reached over 250 teachers during the gathering of input and used all information in consulting with the district task force. Consult team members also received individual emails, texts, phone calls, etc. apart from the meetings and incorporated that input.

2. Individual teachers reached out to Julianna Stocking, as Ms. Stocking invited teachers to contact her directly. Ms. Stocking engaged with all teachers that reached out to her directly. She also met virtually with teachers who requested as much.

3. TEA bargaining team met with the TUSD bargaining team for the purpose of having dialogue about reopening. TEA negotiators conducted a survey of teachers and used that information to offer input at the bargaining table. TEA and TUSD have also begun bargaining an MOU addressing changes to working conditions for teachers. Working conditions are a mandatory subject of bargaining.

4. I met with the TUSD task force for reopening and I was invited to several subcommittees born of the task force. At those meetings, I offered input I was receiving from TEA consult, TEA bargaining, and individual teachers. I was also consulting with my CTA primary contact staff support to ensure I was appropriately advocating for students and teachers in the most inclusive and effective manner. CTA has shared with me, some Tracy teachers, and other chapter presidents that we are the only chapter in his current experience to have so many seats at the table of planning. I'd also like to note, as I'm sure you're well aware – the input and opinions of teachers are varied and run a wide range. TEA did our best to take and insert our collective voice and I am confident we achieved just that.

It is the intention of TEA to continue our engagement in the process of reopening. We understand we will have to monitor and adjust as we follow the guidance of San Joaquin County Office of Education, California Department of Education, San Joaquin County Public Health Department, and Center for Disease Control and Prevention. We appreciate your support and the good work of our teachers, and district office task force.

Tiffanie Heben: I am a parent of a junior at Tracy High School. I am addressing Item 10.2.1: Report on Reopening of Schools. I want to start by saying that I believe we are all coming from a place of wanting to do what is best for our kids. I know this time has been difficult for everyone, especially those who have to make tough decisions affecting large numbers of people.

First, I believe the Board of Trustees should vote to hold a special meeting about the options and protocols for reopening of schools in August. The report that will be presented today was not made available to parents, so we are offering our comments to you now without a full understanding of what the District plans. Since your next regular meeting isn't until the first day of school, I ask that you schedule a special meeting to take place soon where parents can properly address the report.

Second, I ask that the Board vote to direct the District staff to come back to the Board with a revised reopening plan that is 1) more protective of the safety of students and teachers who return to school and 2) offers a more robust distance learning option for those parents who choose to keep their students home.

My second request is based on the information I have seen about a draft plan for reopening as well as the survey sent out by the District yesterday asking parents their preferences for returning to school. If my comments don't accurately reflect the report that is given today, it's because parents haven't been given information to know what TUSD plans for schools as far as increased safety. So, please forgive me if I ask for something that has already been provided in the plan.

From what I have seen, parents are being forced to make a choice between two inadequate options.

One: Return your child to school where they will not be offered the same protections against potential exposure to the corona virus as those being offered almost everywhere we adults go.

Or, Two: Enroll your child in independent study with one hour of instruction a week.

The District is choosing to have regular instruction five days a week as normal, but this makes it impossible to provide social distancing space in the classroom. Other options are available that would make social distancing possible – an A/B schedule, for example. So, it's not accurate to say that it is not possible to have students sit six feet apart in their classrooms. It's not impossible. The District is making that choice. Personally, I wouldn't be as concerned about that if the District planned to require students and teachers to wear masks. In the plan I heard about, masks were not required. I'm hopeful that has changed since the "Guidance for the Use of Face Coverings" document issued by the Department of Public Health regarding masks has been amended to remove the exemption for schools. With regard to independent study, the survey that went out yesterday makes it sound like students will be working in isolation and see one teacher once a week for an hour. How can an IB student can teach themselves IB English, Calculus, IB Biology, Spanish, etc. If the District did a survey and found that there were 30 fourth graders who wanted distance learning, why wouldn't they create an online fourth grade class taught by one teacher who could meet with students every day? I know parents have lots of ideas about how distance learning can function better than the independent study being offered.

The District should offer more robust options for our parents. Parents who want to send their kids back to school should feel like they are getting the same protections we are providing for our community when they are in public. Parents who feel they need to keep their kids at home should feel that the education their kids receive it at least somewhat comparable to what is offered in the classroom. I ask the District and the school board to give parents a chance to give feedback on what is being planned before implementation.

People who wish to learn more about what other parents think about this issue can go to the Facebook page: Safe Learning at Tracy Unified School District.

Eden Matelski: Hello. My name is Eden Matelski and I'm reaching out today as a staff member and a parent. I've been teaching in TUSD for 20 years and my children attend George Kelly. As we are all trying to navigate through these uncertain times, I wanted to express some thoughts for our return to school procedures. While parents were provided a limited survey yesterday, I worry that

our voices might not be heard as the survey window is open until Friday. As a staff member, I completed another limited survey regarding the platforms used during our distance learning in the Spring, but there was nothing regarding our future options. It is concerning that there has not been much discussion or avenues for parents/teachers to provide input towards these enormous decisions you are tasked with.

While I'm extremely thankful for your dedication to our students, staff, and community, I ask that you put student/staff safety and student learning at the forefront. I realize that budgets always play a role in these decisions, but there is NO WAY to safely social distance our students when we are back full time, unless our class sizes are significantly smaller. I worry about the families that choose the independent study option because 1 hour of instruction a week just isn't enough. To be truthful, that's less than students received during our Spring distance learning. I fear for the learning deficit we are setting those students up for. I am concerned that families are faced with ONLY two options that are both detrimental to students, either their safety or their learning.

I implore you to consider a hybrid option or a way to stagger classes so that students might be able to receive the instruction they need while being in a safe and socially distant environment. There are so many unknowns with this COVID 19 pandemic and it is risky to say the least to put our children in a potentially unsafe school environment or possibly assisting in a learning deficit. These children (and staff) deserve more. Please consider MORE, for them, for us, for our community. Thank you.

Bridgett Huff: I am writing you to let you know that I am scared. We are in the middle of a pandemic that we don't have answers for, a cure for, or an end in sight. Teachers were told that we would be distance learning and within days, we had a plan, not a great one but one that would work with the limited time we were given. We now have the gift of time and hindsight to make our 20/21 school year something that will help all the students, keep them safe from Covid 19, and help to bridge the gap that three months out of the classroom caused: time. We need to use this time to make sure that the decisions that the district makes will benefit all students. The options presented to parents in the survey do not solve any of the problems listed above. Going back to school at 100% capacity is not going to keep children, staff, or families safe from this disease. We are already seeing a rise in cases in our county and will soon see one in our town/district unless we take precautions. 32 students in one classroom is not the answer when social distancing is the key to staying healthy. Putting that many children in the Petri dish that the classroom is during normal times (how quickly the flu gets passed around in a classroom), is not going to stop the spread of this disease and that means it will go home to students' families and teachers families. We need to be proactive, to help protect those who are choosing going back to school, not because it is the best answer, but rather because it is the only option that works for them. Most parents struggled with distance learning, trying to teach their children concepts in ways that were foreign to them: these are the parents that will pick option one. Other parents no longer have the option of working from home so they need to send their children back to school.

We need to have a better option, something that will allow us to bridge that gap, practice social distancing, and help prevent the spread of this disease. On a personal note, I know that a lot of teachers are scared, some are even retiring in



fear of what going back to work might mean for their health. But what about those who have to work, who don't have any health issues themselves but who are in close proximity to people who do. My dad was diagnosed three years ago with mesothelioma, he's undergone treatment and is relatively healthy, but he's definitely in the group that is at risk of getting this disease. I interact with him daily, but I don't know if that will continue if we go about business as usual. I don't want to be the person who gets my dad sick. I don't want to be the person who gets anyone's dad sick. But that's the position I feel I'm being put in with only these two options as choices.

Neither of these options will help our students and at the end of the day, teachers will sacrifice a lot to ensure that their students are going to be successful. These options are not the answers. Please use this gift of time to truly look at all the options to find one that will actually benefit the students. Otherwise, what was the point of holding them harmless for the last quarter of the school year, if we are moving them out of the frying pan and into the fire with these options.

Thank you for your time,

Lisa Rodriguez: Dear School Board Members,

I am writing tonight in order to express my deep concerns regarding how we are returning to school this year while making the safety of our school community a top priority? CDC guidelines are recommending social distancing practices which are impossible to enforce in the classroom under the current back-to-school model. Regardless of the age group, students must be able to maintain six feet distance from each other, especially indoors, even with a mask. We are not equipped to do that with full classrooms.

There are so many unanswered questions. Even if decisions are left to individual school sites, procedures and routines must be set up, marked off, reviewed, and practiced. When will this be done? When will teachers be able to go into their classrooms to set up individual sets of materials for students to use since they can no longer share books, computers, whiteboards, pencils, tables, and other necessary equipment?

What will the procedures be when someone in the classroom is diagnosed positive for COVID? Will we all be sent home to quarantine for 14 days as is recommended under CDC guidelines. Will teachers and other students even be informed?

In my opinion the only model that even comes close to creating a semblance of safety in the elementary classroom is the AM/PM split attendance model. At the very least, students will be assured a safe social distance, lunch rooms and play yards can be adequately supervised, and classrooms can be thoroughly sanitized. While I want to believe your intention is to create a safe environment for students to learn and teachers to teach, I am not hopeful. This is a scenario no one could have imagined! There is a consensus in the science community that a vaccine will be found sometime in the next year, conservatively perhaps not until the 2021-2022 school year. The investment now in safety for families and staff should be singular. Do what you know is right and make sure we can keep our families, students, and staff safe and solvent until we have a vaccine. In the grand scheme of thing, this is only a small period of time; but certainly one that is worth your unprecedented effort and our communal sacrifice.

Within the social contract of a democratic society it is understood that each member does what it takes to keep every other member safe. When people are

confident their leaders “have their backs” they are willing to make temporary sacrifices for the greater good: sacrifices that are equitable and proportional based on income, time, and resources. Your decisions now are your legacy. Please make them carefully.

In Judaism there is a commandment and a blessing for the actions we take to preserve life:

“Blessed are you, Eternal God,  
sovereign of the world,  
who has sanctified us with commandments,  
and commanded us to protect life.”

Thank you for taking the time to consider my thoughts.

Jeffrey Alexandre; Agenda item 10.2.1: I would like to urge all board members to make a motion to opt to review and discuss item 10.2.1: COVID-19 reopening plan, at a special board session. There are too many health and safety concerns not being addressed with the current plan. A plan worthy of discussion must meet and/or exceed the recommendations of both the CDC and CDE for reopening. Both agencies place high importance on social distancing and wearing of masks or face shields. Thank you.

Aurora Ramirez: What measures will you take on social distancing and safety when West High students and staff return to school if they chose to return in person?

Darin Haydock: This comment applies to agenda item 10.2.1 “Receive report on Reopening Schools”

Good evening,

I am currently a teacher at Tracy High School where I have taught for the past 20 years. I am concerned that the current plan to reopen schools in the Tracy Unified School District does not meet the recommendations for classroom safety laid out in the California Department of Education’s guidelines for reopening the schools in the 2020-2021 school year. The CDE makes it clear that “The health and safety of students and staff is the top priority when making the decision to physically reopen school campuses.” The directions for schools in this document are clear with regard to classroom safety: “all staff and students should wear cloth face coverings or face shields while at school . . . and maintain 6 feet of physical distance during school activities.” The district’s daily physical attendance plan does not guarantee (or even make possible) social distancing in classrooms, because it does nothing to reduce class sizes so that distancing would be possible. Without social distancing, our classrooms will be perfect environments for viral spread. Distancing could be achieved through the implementation of A/B or AM/PM school schedules, which was recommended in the CDE guide.

The district has proposed an independent study charter school for parents that don’t feel comfortable sending their students to a physical classroom. This is a good idea, but it will do nothing to ensure the safety of those in live classrooms. The district must provide a safe environment for all students and staff, it should not be “an option” afforded only to some.

It is unfortunate that the district has timed the release of this report so that serious board and community consideration of its shortcomings cannot easily be addressed given that the next regular board meeting is on August 11, the first day of the

2020-2021 school year. For this reason I ask the board to schedule a special meeting to consider and approve a plan that meets or exceeds the classroom safety recommendations provided by the CDE. This issue has significance beyond perhaps that of any other issue that has come before the board as it involves the health and safety of students, staff, their families and loved ones, and our community. The stakes are simply too high to rush through a plan that fails meet the most basic recommendations provided by the state. Thank you,

Alina Chavez: Response to Comments by TUSD Board Member Jill Costa

Honorable Jill Costa: First we would like to thank you for your participation on the Board of Education and for representing the interests of Tracy's community in decisions pertaining to our children and their education. We do understand that there are many difficult decisions that come with accepting or rejecting motions that would affect our communities, especially our children.

However, we as members of the community wanted to respond to your statement towards the end of the Special Board Live Event that took place on Wednesday, June 17th regarding the proposed budget cuts that would result in the layoffs of many Classified workers in our schools.

During that meeting you stated that we "have never been to a board meeting, served on a committee, helped in a classroom, but are making a lot of noise without doing [our] research..." and that "[you] suggest we should get involved i.e. help in [our] children's classrooms, provide a scholarship, keep score in athletic events..." and finally calling for us to "be a part of the solution, not the problem. Making noise in [your] parking lot is not a good answer to our problem."

With all due respect, these statements are gravely misinformed. We have attended a variety of meetings in order to stay informed about what happens at our schools, whether it regards our kids or not. Beyond TUSD board meetings, we are active members of the West High School Site Council Committee, ELAC, DELAC, Title I and LCAP Committees, attending as many meetings as we are asked to attend and disseminating information to members of the community who could not attend. Outside of meeting rooms, we have proctored for State Testing and AP Exams, and we have volunteered at the AP Test Breakfast. Aside from work, raising multiple children, language barriers and other difficulties, we do our best to participate, stay informed, and act accordingly for the benefit of our children. Furthermore, we are aware that other groups, such as the West High Science Boosters, the West High Music Boosters, and the West High Home-Field Advantage groups organize and provide scholarships for students. While we have not specifically provided a scholarship for our children, there have been many cases where we have donated money and items to events such as Latino Graduation for the Spanish Department, West High's Día de los Muertos celebration for the Art Department, the Space & Engineering Academy's Senior Night for the Science Department, donation and volunteering for the Robotics Concession Stand, and even donating water bottles for Graduation Day and for the Suicide Prevention Walk. With already limited resources, we do our best within our means to ensure that our children have access to resources just like any of the other parent organizations do.

To claim that we are misinformed and not providing "a good answer to our problem" is a misinformed statement and action in itself. We pay close attention to the needs of our students and our teachers, communicate amongst ourselves and the educators closest to our children, and we participate where we would "be a part

of the solution, not the problem."  
Thank you for your time and understanding.

Eileen Kerr: Hello, my name is Eileen Kerr and I am the spouse of a teacher who has taught in this district 21 years. I would like to address the board regarding the reopening of schools in this district, item 10.2.1 on the Board Agenda tonight. Tonight the Board of Trustees will be given an oral report on reopening the district schools for fall 2020. The district plan is a full, 100% return to school for all students, with no plan to require social distancing or mask wearing in the classroom. Except for those few students whose families are able to choose the distance learning option through the new charter school, everyone else will be back in classrooms. We know this, in part, because a parent survey was sent out yesterday to all families in the district. In this survey, the options the district offered parents to choose from included full return to school as normal, or two independent study options from the charter school. Distance learning in the charter school will certainly keep these particular children and their families safe, but it will do nothing to ensure safety for those children and adults physically attending school. If you allow the district to do nothing to keep those who are in crowded classes on campus safe, you are putting whole families, and the community at large, at risk of catastrophic spread of this disease this fall.

What does that mean? I'd like to quickly share my family's story, which reflects many families in our district. My husband and I are in our late 50s, we both have hereditary heart issues that make us vulnerable to Covid-19, but don't meet the criteria for being out of a classroom altogether. My mother-in-law, who is 80 and has diabetes and heart issues, lives with us. I am the primary caregiver to my parents, both of whom are 88. This means, if my husband is teaching in a 35 student classroom with no social distancing or mask requirements, he is likely to get sick, which could kill him, and give it to his family members, which could kill us. This is the reality for hundreds (if not thousands) of families in your school district. If there were no other option than full return, I would not be pleading for consideration of a change, but the CDE and many other county offices of education (Stanislaus, Sacramento) are urging school districts to adopt either a full distance learning model or an AB schedule to reduce class size and mandatory masking of everyone. You have an option that is possible, affordable and will keep our community members from getting sick or dying. Please don't allow the district to create a situation that will cause this harm. Thank you for your time.

- |                        |   |
|------------------------|---|
| <b>Public Hearing:</b> | <b>12.1      Administrative &amp; Business Services:</b> None.  |
| <b>Consent Items:</b>  | <b>13.      Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.</b><br><b>Action:</b> Abercrombie, Costa. <b>Vote:</b> Yes-7; No-0.<br><b>13.1      Administrative &amp; Business Services:</b><br><b>13.1.1      Approve Accounts Payable Warrants (May 2020) )</b><br><b>(Separate Cover Item)</b><br><b>13.1.2      Ratify Routine Agreements, Expenditures and Notice of Completions</b><br><b>Which Meet the Criteria for Placement on the Consent Agenda</b><br><b>13.1.3      Accept the Generous Donations From the Various Individuals,</b><br><b>Businesses, and School Site Parent Teacher Associations Listed Herein</b> |

With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District

- 13.1.4 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year
- 13.1.5 Approve Payroll Report (May 2020)
- 13.1.6 Approve Revolving Cash Fund Reports (May 2020)
- 13.1.7 Approve 2020-2021 Designation of CIF Representatives to League
  
- 13.2 **Educational Services:**
  - 13.2.1 Receive and Approve the COVID-19 Operations Written Report for the Tracy Unified School District
  - 13.2.2 Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant
  - 13.2.3 Approve Agreement for Special Contract Services with Illuminate Education
  - 13.2.4 Approve Agreement for Special Contract Services with Allyson Moore, Behavior Consultant, to provide Mental Health Evaluations to Special Education Students for the 2020-2021 School Year
  - 13.2.5 Approve Agreement for Special Contract Services with Foundation Therapy Service for an Individual Educational Evaluation in the area of Occupational Therapy Assessment
  - 13.2.6 Approve Agreement for Special Contract Services with Psyched Services for Psychologist Services for the 2020-2021 School Year
  - 13.2.7 Approve Agreement for Special Contract Services between ProCare Therapy and the District to provide Sign Language Interpreter Services for the 2020-2021 School Year
  - 13.2.8 Approve Agreement for Special Contract Services with Dr. James Bylund for an Independent Education Evaluation/Psycho-Educational Assessment
  - 13.2.9 Approve Agreement for Special Contract Services with Mattie Spires, LMFT, to Provide Mental Health Services to Williams Middle School for an Additional Day of Services
  - 13.2.10 Approve Specialized Grant Funding for the 2020-21 Agriculture Incentive Grant for West High School
  - 13.2.11 Approve Agreement for Special Contract Services with Valley Community Counseling for Licensed Marriage and Family Therapist for the 2020-2021 School Year
  - 13.2.12 Approve Agreement for Special Contract Services with Building Connections Behavioral Health, Inc. for a Registered Behavioral Technician (RBT) and a Board Certified Behavior Analyst (BCBA)
  
- 13.3 **Human Resources:**
  - 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
  - 13.3.2 Approve Classified, Certificated and/or Management Employment

**Action Items:**

- 14.1 **Administrative & Business Services:**
  - 14.1.1 Adopt Resolution No. 19-37 to Identify the Amount of Budget

- Reductions Needed in 2020-21, 2021-2022, or 2022-2023
- Action:** Abercrombie, Souza. **Vote:** Yes-7; No-0.  
Dr. Casey Goodall explained the need for this resolution which is tied to the budget. Now the governor is saying he is going to approve the budget so we will have to revise it within 45 days of that time.
- 14.1.2** Adopt the 2020-21 Annual School District Budget  
(Separate Cover Item)
- Action:** Abercrombie, Costa. **Vote:** Yes-7; No-0.
- 14.1.3** Adopt Changes to AR 4312.42 Drug and Alcohol Testing for School Bus Drivers/Commercial Vehicle Drivers, BP 3541.1 and AR 3541.1 School-Related Trips (Second Reading)
- Action:** Abercrombie, Souza. **Vote:** Yes-7; No-0.
- 14.1.4** Acknowledge Receipt of Administrative Regulation 1330.1 Community Rental of School District Facilities (Second Reading)  
(Separate Cover Item)
- Action:** Abercrombie, Silcox. **Vote:** Yes-7; No-0.
- 14.1.5** Adopt Resolution # 19-35, Authorizing and Defining Names to Sign Orders on School District Funds
- Action:** Abercrombie, Costa. **Vote:** Yes-7; No-0.
- 14.2 Educational Services:** None.
- 14.2.1** Acknowledge Changes to Administrative Regulation (AR) 1312.3 Uniform Complaint Policy & Parent Notification (First Reading)
- Action:** Abercrombie, Silcox. **Vote:** Yes-7; No-0. \_\_\_\_
- 14.2.2** Adopt Resolution No. 19-34 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for the 2020-2021 School Year and to Authorize Designated Personnel to Sign Contract Documents
- Action:** Souza, Abercrombie. **Vote:** Yes-7; No-0.
- 14.2.3** Approve Tracy Independent Study Charter School (TISCS) Student Handbook for the 2020-2021 School Year (Separate Cover Item)
- Action:** Abercrombie, Souza. **Vote:** Yes-7; No-0.
- 14.2.4** Adopt Revisions to the District High School Student Handbook for the 2020-2021 School Year (Separate Cover Item)
- Action:** Abercrombie, Silcox. **Vote:** Yes-7; No-0.
- 14.2.5** Approve Revisions to the District K-8th Grade Student Handbook for the 2020-2021 School Year (Separate Cover Item)
- Action:** Abercrombie, Silcox. **Vote:** Yes-7; No-0.
- 14.2.6** Approve Appointment of Parent Representative to San Joaquin Special Education Local Plan Area Community Advisory Committee
- Action:** Souza, Abercrombie. **Vote:** Yes-7; No-0.
- 14.3 Human Resources:**
- 14.3.1** Adopt Resolution 19-38, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds
- Action:** Abercrombie, Costa. **Vote:** Yes-6; No-1(Alexander)  
Ms. Jalique: These are vacant positions.
- 14.3.2** Approve Revised Job Description and Salary Placement for Coordinator of Health Services
- Action:** Abercrombie, Silcox **Vote:** Yes-7; No-0.

**14.3.3** Approve Declaration for a Provisional Internship Permit

**Action** As amended. Abercrombie, Costa. **Vote:** Yes-7; No-0.

**Board Reports:**

Trustee Silcox passed. Trustee Souza thanked Dr. Goodall and Dr. Harrison for their years of service. She appreciates everything they put into the district. She is excited for the new year and hopes that we can work with COVID guidelines to open our schools safely. She thanked everyone for their comments. Trustee Alexander passed. Trustee Costa is a representative on the City Parks Commission. Joe Wilson Pool is scheduled to open on June 29<sup>th</sup>. She wished Dr. Goodall and Dr. Harrison a great retirement. They were here when she started on the board. She received a letter from TSMA that concerns her and she read the letter regarding TSMA's frustration with how their members are being treated. Trustee Kaur congratulated Dr. Harrison and Dr. Goodall on their retirement. She appreciates their work and the hours they put into TUSD. Trustee Abercrombie thanked Dr. Goodall and Dr. Harrison for their years of service in TUSD and wished them well in their retirement. Trustee Pekari attended a pirate drive by for Dr. Harrison and enjoyed it. Dr. Goodall's celebration has been postponed. He thanked them for their years of service. He commented that there is a lot going on with the budget and COVID. He appreciates everyone. These plans may change between now and the next 7 weeks, we have plan and back up plans and will adjust from there.

**Superintendent Report:**

Dr. Stephens thanked Julie Stocking for her amazing report today. It illustrates all of the hard work that went into that. He hopes everyone listened and saw the effort and detail of the planning. It is hard to predict what will happen. We adopted the budget and a resolution. He's been doing this for 37 years and this is the oddest year. When we meet on August 11<sup>th</sup>, we will have a revised budget for approval. He thanked Sheila and Casey and wished them a great retirement. They have given great service and have great character. They arrive early stay late and treat people well.

**Adjourn: 10:05 pm**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



**Minutes of  
Special Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, July 21, 2020**

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

- 7:00 PM:** 1. President Pekari called the meeting to order.
- Roll Call:** 2. Board: S. Abercrombie, A. Alexander, S. Kaur, B. Pekari, J. Silcox, L. Souza  
Absent: J. Costa  
Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall, B. Etcheverry
- 7:00 PM** 3. President Pekari called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Information & Discussion Items:** 4.1 **Administrative & Business Services:** None.
- 4.2 **Educational Services:**
- 4.2.1 Receive Report on Distance Learning for the 2020-2021 School Year
- Associate Superintendent of Educational Services, Julianna Stocking, presented a power point on the reopening of schools. We have ordered student devices and hotspots and there will be a 2-phase distribution plan. High school students first and then the balance of students. There will be a distribution plan at each site.
- Our Professional Learning team is focusing on relationships. Microsoft Teams and TUSD adopted a digital curriculum. Spring closures were challenging for our teachers as well as families to navigate all of the different platforms so we are going to work only with Microsoft Teams. Strategy around distance learning on short sequences of instruction as well as live student interaction.
- Sites working on parent and student orientations. It is important to establish relationships at the beginning of year. These are to be done virtual or one on one, one student family with teacher at a time to ensure safety. Professional Learning has communicated to all staff and will begin trainings the week of July 27 and will be compensating teachers if they choose. The state says that each LEA shall document daily participation for each pupil and school engagement counts as evidence.. In spring, students were held harmless and grades could only be used to help their previous grade improve. This time, our students will be responsible for these interactions. Currently, we are in negotiations with our teachers in defining what synchronous live instruction is. Right now we are guaranteeing 120 minutes person live interaction engagement with our students. Grade levels may vary. Minutes can be counted as live instruction as well as asynchronous. Knowing that a lot

of those students will be home alone as parents will be working. We are not expecting students to be on the computer live for the whole day that would be too overwhelming. Attendance will be taken every morning. There will be a time for meal distribution for students to have lunch and can pick up at the sites. There will be live instruction and also time for teachers to provide learning. The state will provide a form of common logging system. If we do not receive it we will use Microsoft Teams and assignments. If a student does not participate daily, they shall be deemed absent. We will be proactive in communicating to our parents and students. Upon the third day of not checking in, we will make contact and will utilize our attendance system so that students' parents will be contacted via voice messenger.

We are continuing to provide updates in preparing sites for reopening. We will have staff still reporting to sites and make sure that is done in a safe manner. In July and August, we will have Q and A sessions for families and staff and will continue to provide these bi-weekly. All communication for staff training went out today and will be continued through the duration of distance learning. In August we will start student device distribution.

Both independent study and the Independent Study Charter School are still options and open to families. Information can be found on our COVID information web page. We will stay in a distance learning model until the county guidance is changed. We are prepared and ready to implement a transition. Our charter school is a full year commitment for the 2020-21 school year. We will be sending out notices of acceptance and confirming with families to make sure they are continuing with that commitment. Independent study families would commit for a minimum of 1 semester regardless of moving in or out of the distance learning model. Distance learning will have a minimum of 120 minutes and we are working this out with our negotiation teams.

Our charter school would be online using Edgenuity. Independent study will be assigned work using TUSD curriculum and any special programs that students may be currently enrolled in. In the past, students would meet 1 hour a week. We will be able to offer more support to our students so it will be more than 1 hour. Contingency plans are also being made and we will follow the guidance of our state and county for reopening when we are able. There are also plans in place if a teachers, student or staff person becomes ill or comes in contact with someone who has tested positive. The three indicators are symptoms, direct contact or indirect contact. Our schedule ensures that we will not be overlapping times. We will be distributing devices to the most vulnerable students first.

We have published a tech survey so that we know the needs of our families and will have devices and hot spots available for student use. We will also be training parents and staff. Tutorials will be live and recorded for them to view and will have ongoing support throughout the

year. We will be transitioning in and out of these models as guidelines require. We are prepared for all 3 scenarios and will make adjustments and transitions as needed. There will be a consistent schedule in place.

## Hearing of Delegations

5. Tiffanie Heben: At a recent meeting of the Jefferson School Board, the superintendent and school board discussed how to structure a school day under distance learning. The proposed plan recommended that students attend school virtually (via computer) Monday through Friday on a set time schedule. It also recommended that more direct instruction be provided by classroom teachers and that there be teacher/peer engagement in a way that is equivalent to in-school instructional minutes. I am not sure that holding students to a set schedule every day of the week is reasonable given that many families have multiple children and/or may have work schedules that make assisting their children online difficult or impossible at times. However, I do believe that Tracy Unified must provide direct and substantial interaction between teachers and students and between students and their peers on a regular basis for social distance learning to be useful. The structure of distance learning must be vastly improved from what TUSD students received in the spring.

I look forward to hearing the plans for TUSD schools and how teachers will be connecting regularly with their students. My understanding is that TUSD is required by the CDE to hold two public meetings where the district will present its plan to meet the requirements of the newly-revised Learning Continuity and Accountability Plan, which was designed to “ensure pupils have access to a full curriculum of substantially similar quality regardless of the method of delivery.” It will include descriptions of the following:

How connectivity and a computing device will be provided to all students.

How staff will receive training, resources and technical support

What extra academic support will be provided for those who have had the most difficulty adjusting to distance learning, including English learners, special education and homeless students.

Sharon Jackson: I have watched the board meetings, the informational meetings for parents, and staff, all held with the majority of the panel virtually participating from separate homes. I would hope this is to mitigate the spread of COVID-19. We are in Stage 2 of opening up the state, per <https://covid19.ca.gov/roadmap> reads “offices may open when telework is not possible”. I implore the Board to follow the state opening, and offer the same safety to teachers and allow them to telework. This would allow to mitigate the spread of COVID-19, (in the last 24 hours positive COVID cases rose by 478, and 1 death in SJ County), emotional needs that can be met best with in person learning. Allowing us to work 1 day from home is a start, but I don’t believe thought has gone into what it takes to telework from home for a teacher. It would take me at the very least an hour to pack up what I would need, to work from home, then set up at home. I would need to be in my classroom on Thursday by 6:30, to reset up my classroom. My site is not open that early.

Michelle Kammen: I just wanted to know what my job as a security person will look like, with no students on campus?

Lydia Lloyd: Please clarify what the distance learning is going to entail. I have a 8<sup>th</sup> grader and an 11<sup>th</sup> grade student. It hasn't been clear what the learning process will be. One of my students has learning disabilities and this will be an important piece of information as we decide what will be best for their education. We do not support being in campus at this time. Using computers with cameras we would like to encourage zoom classes. What is the opinion on this?

Alina Chavez: I am Alina Chavez, the mother of an 11<sup>th</sup> grade child, a Junior, a crucial grade to apply to college. What I'm requesting is that teachers take their work seriously and strive for children to learn. During this contingency I wish that they can give their classes in the corresponding periods for high school and in real time in each of their classes so they use that specific time to give the lesson live, then to give homework and clarify the subject so that our children are not so much time in a computer. Thank you.

**Action Items:**

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

**6.2 Educational Services:** None.

**6.2.1** Approve Distance Learning Model for the Start of the 2020-2021 School Year

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

**Board Reports:**

Trustee Abercrombie thanked Julie for an outstanding presentation. Trustee Alexander commented that during the pandemic a lot of jobs have been lost and hopes the security guards can get back soon. Trustee Silcox thanked Julie for all that she is doing and thanked the taskforce for reopening. Trustee Souza commented that Julie has done an outstanding job and answered a lot of questions. She looks forward to bi-weekly meetings. Trustee Kaur thanked Julie and appreciates all the work she and the taskforce are doing in this every changing situation. Trustee Pekari thanked all staff and Julie for moving from 100% returning to distance learning. He thanked parents and teachers for answering the surveys as the district receives information that is helpful.

**Superintendent Report:**

Dr. Stephens commented that Julie did a great job presenting our plan and thank our team and all of the teachers meeting and classified for getting our schools ready. This is an all-in by everyone in the district. These are unusual times and he is proud of all of the efforts by everyone. It is important that we get off to a good start this year and we are well on our way.

**Adjourn: 8:09**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** July 23, 2020  
**SUBJECT:** **Receive Information Regarding the Material Revision to the Charter of the Tracy Independent Study Charter School**

**BACKGROUND:** On July 24, 2020 a request for a material revision of the charter for the Tracy Independent Study Charter School and a signed certification that the petitioner deems the petition to be complete was submitted by the petitioner to the District Office.

**RATIONALE:** Tracy Unified School District staff has determined that the expansion of the non-classroom-based charter school, under the direct control of the School District, to Kindergarten and grades 1-12 would be advantageous to the District both by providing an additional educational choice in the region and by recapturing ADA lost to District students who have enrolled in independent study at public charter schools or private schools. Staff feels urgency on this matter because many parents have expressed interest in the expanded program, in part because of the COVID-19 pandemic.

**FUNDING:** Not applicable.

**RECOMMENDATION:** Receive Information Regarding the Material Revision to the Charter of the Tracy Independent Study Charter School.

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** July 23, 2020  
**SUBJECT:** **Conduct a Public Hearing Regarding the Material Revision of the Charter for the Tracy Independent Study Charter School**

**BACKGROUND:** A Public Hearing is a required component of the Charter Material Revision Process. The California Education Code requires that the Board of Trustees renders a final decision on the material revision of the charter within 90 days of the date of receipt of the request for a material revision. The Board of Trustees shall approve a charter material revision if it is satisfied that the charter is consistent with the requirements set forth in the Tracy Unified School District's Charter School Board Policy 0420.4, Administrative Regulation 0420.4 and California Education Code Sections 47605 and 47607.

**RATIONALE:** Tracy Unified School District staff has determined that the expansion of the non-classroom-based charter school, under the direct control of the School District, to Kindergarten and grades 1-12 would be advantageous to the District both by providing an additional educational choice in the region and by recapturing ADA lost to District students who have enrolled in independent study at public charter schools or private schools. Staff feels urgency on this matter because many parents have expressed interest in the expanded program, in part because of the COVID-19 pandemic.

The purpose of this hearing for the Board to consider the level of support for the material revision by teachers employed by the school district, other employees of the school district, and parents.

**FUNDING:** Not applicable.

**RECOMMENDATION:** Conduct a Public Hearing Regarding the Material Revision of the Charter for the Tracy Independent Study Charter School

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** August 5, 2020  
**SUBJECT:** **Receive Public Comments Regarding Negotiations with the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD)**

**BACKGROUND:** The District has presented its initial bargaining proposal for the articles that will negotiated for the successor agreement during the 2020-2021 school year at the board meeting on August 11, 2020

**RATIONALE:** This item is intended to provide an opportunity for the public to comment as provided in Government Code 3547 regarding negotiations.

**FUNDING:** N/A

**RECOMMENDATION:** Receive Public Comments Regarding Negotiations with the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD).

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





## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** July 2, 2020  
**SUBJECT:** **Ratify Routine Agreements, Expenditures and Notice of Completions  
Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

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

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

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

**BUSINESS SERVICES  
FACILITIES DEVELOPMENT DEPARTMENT  
AUGUST 11, 2020  
SUMMARY OF SERVICES**

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A. Vendor: City of Tracy  
Site: District-wide  
Item: Police Service Agreement (Year three of a five year agreement, Expires July 1, 2023)  
Services: The District will continue to provide increase safety at its public schools by utilizing three Tracy City Police Department Offices as School Resource Officers.  
Cost: The District will compensate the City at one-half the rate of pay for each SRO per the Tracy Police Officer's Association MOU. Not to exceed \$250,000.00.  
Project Funding: General Fund

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B. Vendor: Atkinson, Andelson, Loya, Ruud and Romo  
Site: Tracy Unified School District  
Item: Agreement for Special Services  
Services: Legal and non-legal Human Resources consulting services.  
Cost: \$320/hr. (senior partners), \$285/hr. (senior associates)  
Project Funding: Risk Management/Legal Services

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C. Vendor: Hankin Specialty Elevator  
Site: District-wide  
Item: Service Agreement  
Services: Maintenance and services of the Districts thirteen wheelchair lifts, to include state inspections and repairs when applicable.  
Cost: <\$9,500.00  
Project Funding: Environmental Compliance

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D. Vendor: McArthur & Levin, LLP  
Site: Tracy Unified School District  
Item: Attorney-Client Fee Contract  
Services: Legal Services for Special Education matters under state and federal law.  
Cost: \$225/hr. (partner attorney), \$200/hr. (associate attorney)  
Project Funding: Risk Management/Legal Services

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E. Vendor: D&D Security Resources, Inc.  
Site: West High School  
Item: Change Order #4 - Ratify  
Services: Carpet/Base and Concrete Flooring Work  
Cost: \$22,856.25  
Project Funding: Unrestricted General Fund

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F. Vendor: Heartworks Preschool  
Site: Hirsch and McKinley Elementary Schools  
Item: Memorandum of Understanding  
Services: Heartworks and TUSD teachers will work in collaboration to plan and implement the Side-by-Side special education preschool program.  
Cost: No Cost to the District  
Project Funding: N/A



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** June 22, 2020  
**SUBJECT:** **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herin 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 the Tracy High School Football Boosters, HUDL Software video exchange program valued at \$1,799.00. This donation will benefit Tracy High School's football teams.
2. Tracy Unified School District/Tracy High School: From Lawrence Stevens for the amount of \$1,000.00 (ck. #4098). This donation is a contribution to the Roger Traina Scholarship for the 2020-2021 school year.
3. Tracy Unified School District/Tracy High School: From Terri Sorgent for the amount of \$500.00 (cash). This donation is a contribution to the Roger Traina Scholarship for the 2020-2021 school year.
4. Tracy Unified School District/Tracy High School: From Patricia Robidart for the amount of \$1,000.00 (ck. #2738). This donation is a contribution to the Joe Alvarez Scholarship for the 2020-2021 school year.
5. Tracy Unified School District/Tracy High School: From Leprino Foods for the amount of \$1,000.00 (ck.# 1010152805). This donation is a contribution to the Leprino Scholarship for the 2020-2021 school year.
6. Tracy Unified School District/Tracy High School: From Robert and Libby Swenson for the amount of \$500.00 (ck. #6802). This donation is a contribution to the Roger Traina Scholarship for the 2020-2021 school year.

7. Tracy Unified School District/Tracy High School: From William and Annabel Swenson for the amount of \$500.00 (ck. #2230). This donation is a contribution to the Roger Traina Scholarship for the 2020-2021 school year.
8. Tracy Unified School District/Tracy High School: From Andrew Koster for the amount of \$1,000.00 (ck. #1772). This donation is a contribution to the Roger Traina Scholarship for the 2020-2021 school year.
9. Tracy Unified School District/Tracy High School: From Jollyne Toste for the amount of \$500.00 (ck. #1436). This donation is a contribution to the Roger Traina Scholarship for the 2020-2021 school year.
10. Tracy Unified School District/Tracy High School: From Lunch Stop, Inc. for the amount of \$500.00 (ck. #700). This donation will benefit Tracy High School's Leadership and Associate Student Body.
11. Tracy Unified School District/Tracy High School: From Lunch Stop, Inc. for the amount of \$500.00 (ck. #701). This donation stems from proceeds earned during a T-shirt fundraiser and it will benefit the Associate Student Body (ASB)
12. Tracy Unified School District/Tracy High School: From Photo 360 for the amount of \$819.00 (ck. #1724). This donation will benefit Tracy High School's athletic 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:** August 11, 2020  
**SUBJECT:** **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year**

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

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

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

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

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



## 2020/2021 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
North School Parent Club		<i>Current</i>
South/West Park Parent Club	<i>Recommended for Approval</i>	
THS Volleyball Booster Club	<i>Recommended for Approval</i>	
Villalovoz PFC		<i>Current</i>
WHS - Homefield Advantange Athletic Booster Club		<i>Current</i>
West High Science Boosters		<i>Current</i>



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** July 17, 2020  
**SUBJECT:** Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with East Valley Education Center

**BACKGROUND:** Board approval is requested to contract for Non-public school (NPS) placement for three students at East Valley Education Center in Oakdale, CA. The District's Special Education administration would like to contract with East Valley Education Center to provide the placement pursuant to a confidential settlement agreement. Approval is necessary at this time to remain compliant with the confidential settlement agreement.

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

**FUNDING:** Expenses for the 2020-2021 regular school year and related services will not exceed \$212,934. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with East Valley Education Center.

**Prepared by:** Sophy Reese, Program Specialist.





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** August 1, 2020  
**SUBJECT:** **Approve the Partnership Agreement with the Child Abuse Prevention Council of San Joaquin (CAPC) to Provide Infant and Child Care Services on the Stein/Duncan Russell Campus**

**BACKGROUND:** Historically, the Tracy Unified School District has offered the Student Teen Educational Parenting Support (STEPS) Program, in which teen parents could continue to pursue a high school education while supporting a child. In addition to providing educational support and parenting education, the STEPS Program also provided an infant and toddler child care program to these teen parents. This allowed the teen parents to be able to focus on earning a high school diploma without having to worry about the excessive costs of safe and adequate infant and child care. Due to the recent budget cuts, the STEPS Program has been eliminated, but the need for safe and adequate child care remains. CAPC currently has Infant and Toddler Child Care Programs on two TUSD school campuses – North and McKinley, and would like to expand their program to include a site on the Stein/Duncan Russell campus, where the STEPS Child Care Center was previously housed. And while the District does currently sponsor two Grant and State-funded preschools, these programs have age criteria and requirements – students must be four or five years old to participate. The CAPC Child Care Program will reserve spaces for the children of TUSD teen parents, while also enrolling children from the community. This partnership agreement fills both District and Community needs by providing child care to our teen parents so they can successfully graduate with a high school diploma, as well as serving the community need for adequate infant and toddler-aged child care at little or no cost.

**RATIONALE:** The CAPC Infant and Toddler Program will run a full-day child care and preschool program for children from age 0 to 36 months, filling a need both in our District and our Community. It will allow TUSD teen parents to earn a high school diploma, thus increasing our District graduation rate. Most of the children enrolled from the Community will eventually attend Tracy Unified schools, and this will give more children the opportunity to participate in early childhood education programs at an earlier age, thus preparing them for a much more successful educational experience. This partnership agreement meets District Goals # 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and # 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** There will be no cost to the District. State Grant Funds obtained by CAPC will be used to fund the program.

**RECOMMENDATION:** Approve the Partnership Agreement with the Child Abuse Prevention Council of San Joaquin (CAPC) to Provide Infant and Child Care Services on the Stein/Duncan Russell Campus.

**Prepared by:** Kathleen Noah, Continuous Improvement, State and Federal Programs.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Child Abuse Prevention Council, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: The CAPC Infant and Toddler Program will run a full-day child care for children from ages 0 to 36 months. The program will serve up to eight infants and toddlers. TEnrollment preference will be given to the children of TUSD teen parents, while also enrolling children from the community. The hours of operation will be 7:30am-5:30pm until installation of a classroom alarm panel. Upon installation, hours of operation will be 7:00am-5:30pm. CAPC agrees to reimburse overtime costs incurred for days CAPC is operating and custodial is not contracted to work.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 235 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location George and Evelyn Stein High School.

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

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

4. The terms of the agreement shall commence on 08/17/20, and shall terminate on 07/31/21.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Julianna Stocking, at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☒ **WILL** ☐ **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

#### AGREED:

Lindy Turner-Hardin Digitally signed by Lindy Turner-Hardin  
Date: 2020.08.03 12:59:00 -07'00' E.D.

Contractor Signature

Title

94-2497046

IRS Identification Number

Executive Director

Title

P.O. Box 1257

Address

Stockton, CA 95201

Tracy Unified School District

07/31/20

Date

N/A

Account Number to be Charged

TUSD Business Services

Department/Site Approval

Budget Approval

Date Approved by the Board



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** August 1, 2020  
**SUBJECT:** **Approve Agreement of Special Contract Services with the Boys and Girls Club of Tracy to Provide Services to Monte Vista Middle School for the 2020-2021 School Year**

**BACKGROUND:** The Boys and Girls Club of Tracy has been providing after school services in the community at school sites for almost 25 years. Due to the success of the program, Monte Vista Middle School wishes to continue our partnership with the Boys and Girls Club of Tracy, as they provide after school programs that the district cannot.

**RATIONALE:** Providing a safe environment where students can learn after school is vital so that students can discover and develop their full potential. Monte Vista Middle School's partnership with the Boys and Girls Club provides a wealth of after school activities that are positive, enhance academics, and are community oriented. This agenda request supports District Strategic Goal #1: Ensure students are prepared for college and careers and that all students meet or exceed grade level standards and the achievement gap is closed.

**FUNDING:** Not to exceed \$20,000. Paid by Categorical Funds.

**RECOMMENDATION:** Approve Agreement for Contract Services with the Boys and Girls Club of Tracy to Provide Services to Monte Vista Middle School for the 2020-2021 School Year.

**Prepared by:** Dr. Barbara Silver, Monte Vista Middle School Principal.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide after school activities, tutoring, and reading programs for students at Monte Vista Middle School

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 days a week ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Monte Vista Middle School.

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

- a. District shall pay \$20,000 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$20,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 11, 2020, and shall terminate on August 11, 2021.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Dr. Barbara Silver, at (209) 830-4033 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

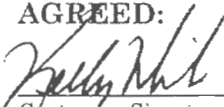
9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without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



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

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

AGREED:

  
Contractor Signature

Chief Executive Officer  
Title

IRS Identification Number

Chief Executive Officer  
Title

Address

753 W. Lowell Ave

Tracy, CA 95376

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** July 8, 2020  
**SUBJECT:** Approve the Continuation of Read 180 at Monte Vista Middle School for the 2020-2021 School Year

**BACKGROUND:** Monte Vista Middle School has an abundance of students reading below grade level. Because increasing literacy is a top goal at MVMS, we want to continue the Read 180 program.

**RATIONALE:** Read 180 is a stand-alone program, supported by the State Board of Education. Students participating in this program receive two hours of intensive reading instruction in lieu of ELA and an elective. Students remain in the program until they reach the correct Lexile level for his or her grade level or by meeting goals in specific IEPs. Upon reaching grade level/goal level reading achievement, students exit the program and return to a mainstreamed ELA course and an elective class. This aligns with Strategic Goal #1 Ensure students are prepared for college and careers and that all students meet or exceed grade level standards and the achievement gap is closed.

**FUNDING:** \$5350.78 - Title I, Targeted Funds/LCAP.

**RECOMMENDATION:** Approve the Continuation of Read 180 at Monte Vista Middle School for the 2020-2021 School Year.

**Prepared by:** Dr. Barbara Silver, Principal, Monte Vista Middle School.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Read 180 Technical Services: SAM Hosting. Hosting service for renewal period:  
08/01/2020-08/01/2021  
Read 180 Universal Stage B Real Book.  
See attached cost proposal

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

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

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

- a. District shall pay \$5,350.78 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$5,350.78. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 08/01/2020, and shall terminate on 08/01/2021.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Barbara Silver, at (209) 830-3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [ ☐ ] **WILL** [ ☒ ] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

## AGREED:

Digitally signed by Lisa Jacobson  
DN: cn=Lisa Jacobson, o=Houghton Mifflin Harcourt, c=US  
Contract, email=Hsa.jacobson@hmh.com, cn=US  
Date: 2020.07.07 16:35:23 -0400

Contractor Signature

Title

Tracy Unified School District

\_\_\_\_\_  
J. L. JACOBSON

IRS Identification Number

\_\_\_\_\_  
Date

Sr. Director, Bids and Contracts

Title

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

HMH, 125 High Street, Boston, MA 02110

Address

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

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

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** August 11, 2020  
**SUBJECT:** **Approve Contract Services for MobyMax License Renewal at Monte Vista Middle School for the 2020-2021 School Year**

**BACKGROUND:** Monte Vista Middle School has a large population of students who need continued intervention in reading and math. MobyMax is an excellent program that was employed last year to help reduce the achievement gap that exists at Monte Vista. Data suggests that the program was successful. We, therefore, wish to renew our license.

**RATIONALE:** MobyMax is effective for narrowing the achievement gap. The program uses pre-assessments to properly place each student at a comprehensible starting point in the online curriculum. Students pass additional post-assessments to advance in the program, filling learning gaps as the student progresses. This program is supplemental to current curriculum to help struggling students, especially our large Special Education and English Learner populations. In addition, this program offers enrichment activities for advanced students. This aligns with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** The cost, not to exceed \$3,495, will be paid from Title I/Targeted Funds/LCAP.

**RECOMMENDATION:** Approve Contract Services between TUSD and MobyMax to Provide License Renewal at Monte Vista Middle School for the 2020-2021 School Year.

**Prepared by:** Dr. Barbara Silver, Monte Vista Middle School Principal.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: License Renewal for the 2020-2021 school year. MobyMax will provide an online platform for  
for leveled intervention.

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

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

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

- a. District shall pay \$ 3,495 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ 3,495. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 8, 2020, and shall terminate on August 8, 2021.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Barbara Silver, at (209) 830-3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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



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

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

**AGREED:**

 CEO  
Contractor Signature Title

IRS Identification Number

MobyMax Education LLC

Title

500 Westover Drive #12127

Address

Sanford, NC 27330

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** July 7, 2020  
**SUBJECT:** **Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2020-2021 School Year**

**BACKGROUND:** Lesson Studies involve a group of individuals, of which all members have ownership in the lesson plan, are analyzing their own work, and revise the lesson. Based on their observations, data and reflections, and input from "knowledgeable others," teachers in the lesson study group revise the lesson. The lesson studies will target the area of language acquisition and literacy for students. The English Learner Strategies and Lesson Study Model promote English Language acquisition, academic achievement, and cross-cultural skills. Tied to the CA ELD standards, the model trains teachers to provide access to core curriculum using local district guidelines and curriculum.

**RATIONALE:** Beginning in the 2012-13 school year, approximately 183 Tracy Unified School District (TUSD) teachers PK-12<sup>th</sup> grade have been trained in and are using English Learner instructional strategies in their classrooms. This instructional model provides clear, practical strategies promoting positive, effective interactions among students and between teachers and students. The classroom-coaching model has proven to play an important role for teachers to better understand how to use the strategies and how to incorporate them into the curriculum in a meaningful manner. San Joaquin County Office of Education, Language and Literacy Department has agreed to provide lesson study cycles. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** The cost for the coaching/trainings will be funded by Title III: Five (5) ELD steering Committee days at \$1,250 per day for a total of \$6,250.00; Four (4) days of EL Professional Learning for Secondary ELD Teachers at \$1,500.00 per day for a total of \$6,000.00; Eight (8) days of STEM/ELA/ELD Interactive Read-Aloud for Preschool through 2<sup>nd</sup> grades at \$1,250.00 per day for a total of \$10,000.00; Twelve (12) days of ELA/ELD Professional Learning at North Elementary School at the K-2 grade levels, including materials, and a Parent Take-away Collaboration at \$1,500.00 per day for a total of \$18,000.00. All services not to exceed \$40,250.00.

**RECOMMENDATION:** Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2020-2021 School Year.

**Prepared by:** Maria Salazar, District EL Program Coordinator.

## MEMORANDUM OF UNDERSTANDING

### San Joaquin County Office of Education's Language & Literacy Department and Tracy Unified School District Memorandum of Understanding, 2020-2021 School Year

This Memorandum of Understanding represents the agreed upon services to be provided to Tracy Unified School District hereinafter referred to as Tracy Unified by San Joaquin County Office of Education's Language & Literacy Department hereinafter referred to as Language & Literacy.

**Language & Literacy** will provide Tracy Unified with the following professional learning and coaching:

#### **District Professional Learning:**

- 5 ELD Steering Committee days at \$1,250 per day for a total amount of \$6,250.

#### **Secondary Professional Learning:**

- 4 days of EL professional learning for secondary ELD teachers for \$1,500 per day for a total of \$6,000.

#### **Elementary Professional Learning:**

- 8 days - STEM/ELA/ELD Interactive Read Alouds for preschool-TK/K-1-2 (Create 8 Read Alouds + provide a materials master) at \$1,250/day for a total amount of \$10,000.
- 12 days of ELA/ELD professional learning at North Elementary (4 days per grade level K-1-2) focusing on ELA/ELD Framework, STEM/ELA/ELD materials, and a Parent literacy takeaway collaboration at \$1,500/day for a total of \$18,000.

**\$40,250 total**

**Differentiated Assistance** through Language & Literacy will provide Tracy Unified with the following

- **2 meetings** to look at relevant data and implementation of the professional learning with L & L and Tracy administrative team.
- **1 ELD Standards Institute** with up to 50 participants.
- **3 Professional Learning Modules** to support the district wide implementation of the K-2 STEM/ELA/ELD Interactive Read Alouds.

Language & Literacy will accept a purchase order in the estimated amount of \$40,250.

Changes regarding the dates of provision or the scope and/or nature of these services must be made by mutual agreement.

#### **CERTIFICATION OF NON-EMPLOYMENT STATUS:**

Language & Literacy certifies that at all times Language & Literacy is acting as an independent contractor and not an employee of Tracy Unified.

Tracy Unified agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and employees of the SJCOE against any and all claims which may result from this agreement.

Language & Literacy agrees to make no claim against Tracy Unified for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agree Language & Literacy is not entitled to any such benefits.

Signatures of Authorized Representatives:

Karin Linn-Nieves  
Director, Language & Literacy  
Karin Linn-Nieves  
San Joaquin County Office of  
Education  
6/21/20  
Date

Warren Sun  
Division Director, Operations  
Warren Sun  
San Joaquin County Office of  
Education  
6/23/20  
Date

\_\_\_\_\_  
Associate Superintendent or Designee  
\_\_\_\_\_  
Tracy Unified  
\_\_\_\_\_  
Date

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide 5 ELD Steering Committee training days for a total amount of \$6250.00. 4 days of EL Professional Learning for Secondary ELD Teachers @ \$1500.00 per day for a total of \$6,000.00. 8 days STEM/ELA/ELD Interactive Read-Alouds for Preschool through 2nd grades at \$1,250.00 per day for a total of \$10,000.00. 12 days of ELA/ELD Professional Learning at North Elementary 4-days per grade level at grades K-2, including materials, and a Parent Literacy Take-away Collaboration at \$1500.00 per day for a total of \$18,000.00. Differentiated Assistance training will also be provided as part of this Agreement Total of all Services not to exceed \$40,250.00

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of Twenty nine (29) ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Various sites within TUSD.

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

- a. District shall pay \$ \$ 40,250.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ \$40,250.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [XX] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 11, 2020, and shall terminate on June 30, 2021.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Maria Salazar, at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [ ☐ ] **WILL** [ ☒ ] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

#### AGREED:

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

IRS Identification Number \_\_\_\_\_  
Director, Language & Literacy EL Specialist

Title \_\_\_\_\_  
2922 Transworld Dr. Stockton, CA 95206

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tracy Unified School District

Date \_\_\_\_\_  
8.11.2020

Account Number to be Charged \_\_\_\_\_  
ELL/ELD Title III

Department/Site Approval \_\_\_\_\_  
Julianna Stocking

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

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





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** July 17, 2020  
**SUBJECT:** **Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Bayhill High School**

**BACKGROUND:** Board approval is requested to contract for Non-public school (NPS) placement for one student at Bayhill High School (NPS) in Berkeley, CA. The District's Special Education administration would like to contract with Bayhill High School to provide the placement pursuant to a confidential settlement agreement. Approval is necessary at this time to remain compliant with the confidential settlement agreement.

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

**FUNDING:** Expenses for the 2020-2021 regular school year and related services will not exceed \$51,211. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Bayhill High School.

**Prepared by:** Sophy Reese, Program Specialist.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** August 1, 2020  
**SUBJECT:** **Approve Master Contract for Special Contract Services with Residential School Charis Youth Center for the 2020-2021 School Year**

**BACKGROUND:** Board approval is requested to contract for Residential Non-Public School (NPS) placement for one student at Charis Youth Center in Grass Valley, CA. The District's Special Education administration would like to continue the contract with Charis Youth Center to provide the placement pursuant to the students' IEP. Approval is necessary at this time to remain compliant with the IEP.

**RATIONALE:** District must offer a continuum of services including, when necessary compensatory education to students with exceptional needs. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** Expenses for this contract are billed at \$14,370.00 (30 days) Total contract expenses will not exceed \$14,370.00. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-5750-11-5800-800-2542.

**RECOMMENDATION:** Approve Master Contract for Special Contract Services with Residential School Charis Youth Center for the 2020-2021 School Year.

**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:** August 1, 2020  
**SUBJECT:** Approve Master Contract for Creative Alternatives, NPS for the 2020- 2021 School Year

**BACKGROUND:** Board approval is requested to contract for Non-Public School (NPS) placement for three students at Creative Alternatives, INC. in Turlock, CA. The District's Special Education administration would like to continue the contract Creative Alternatives, INC to provide the placement pursuant to the student's IEP. Approval is necessary at this time to remain compliant with the IEP.

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

**FUNDING:** Expenses for this contract are billed at \$130,200.00 (200 days) Total contract expenses will not exceed \$130,200.00. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-5750-11-5800-800-2542.

**RECOMMENDATION:** Approve Master Contract for Stockton Educational (SEC) Center for the 2020-2021 School Year.

**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:** July 17, 2020  
**SUBJECT:** **Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Therapeutic Pathways**

**BACKGROUND:** Board approval is requested to contract for Non-public school (NPS) placement for four students at Therapeutic Pathways in Tracy, CA. The District's Special Education administration would like to contract with Therapeutic Pathways to provide services from an autism specialist as part of the individualized education plan. Approval at this time is necessary pursuant to individual student needs as indicated in student IEPs.

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

**FUNDING:** Expenses for the 2020-2021 regular school year and related services will not exceed \$187,371.30. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Therapeutic Pathways.

**Prepared by:** Sophy Reese, Program Specialist.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** July 17, 2020  
**SUBJECT:** **Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Point Quest Education**

**BACKGROUND:** Board approval is requested to contract for Non-public school (NPS) placement for three students at Point Quest Education in Lodi, CA. The District's Special Education administration would like to contract with Point Quest Education Center to provide placement pursuant to student's IEP's. Approval is necessary at this time to remain compliant with student's IEPs.

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

**FUNDING:** Expenses for the 2020-2021 regular school year and related services will not exceed \$135,230. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Point Quest Education.

**Prepared by:** Sophy Reese, Program Specialist.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** August 1, 2020  
**SUBJECT:** **Approve Master Contract for Sierra Vista Child & Family Services (Kirk Baucher), NPS for the 2020-2021 School Year**

**BACKGROUND:** Board approval is requested to contract for Non-Public School (NPS) placement for three students at Sierra Vista Child & Family Services (Kirk Baucher) in Modesto, CA. The District's Special Education administration would like to continue the contract Sierra Vista Child & Family Services (Kirk Baucher) to provide the placement pursuant to the student's IEP. Approval is necessary at this time to remain compliant with the IEP.

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

**FUNDING:** Expenses for this contract are billed at \$186,920.00. Total contract expenses will not exceed \$186,920.00. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-5750-11-5800-800-2542.

**RECOMMENDATION:** Approve Master Contract for Sierra Vista Child & Family Services (Kirk Baucher), NPS for the 2020-2021 School Year.

**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:** August 1, 2020  
**SUBJECT:** **Approve Master Contract for Stockton Educational (SEC) Center NPS for the 2020-2021 School Year**

**BACKGROUND:** Board approval is requested to contract for Non-Public School (NPS) placement for three students at Stockton Educational (SEC) Center in Stockton, CA. The District's Special Education administration would like to continue the contract Stockton Educational (SEC) Center to provide the placement pursuant to the student's IEP. Approval is necessary at this time to remain compliant with the IEP.

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

**FUNDING:** Expenses for this contract are billed at \$540,850.00 (200 days) Total contract expenses will not exceed \$540,850.00. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-5750-11-5800-800-2542.

**RECOMMENDATION:** Approve Master Contract for Stockton Educational (SEC) Center for the 2020-2021 School Year.

**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:** July 17, 2020  
**SUBJECT:** **Approve Master Contract (MC) for Nonpublic Agency- 360 Degree Customer, Inc. for Speech & Language Pathologists, and Speech and Language Pathologists Assistants, Occupational Therapists, Resource Teachers and Bus Aids for the 2020-2021 School Year**

**BACKGROUND:** Special Education students may require SLP/SLPA, OT, or RS services as part of their Individual Education Plan (IEP). These providers: SLP/SLPA, OT and RS-help improve students' academic development skills. Many of our Special Day class students have SLP, OR or RS services written into their IEP's and several more are awaiting assessments 360 Degree Customer, Inc. provides SLP/SLPA, OT and Resource services with a licensed provider as required by the students' IEP's. Ratification is necessary in order to stay in compliance with legal IEP timelines.

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

**FUNDING:** Expenses for the 2020-2021 regular school year and related services will not exceed \$1, 200,000.00 Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Approve Master Contract (MC) for Nonpublic Agency- 360 Degree Customer, Inc. for Speech & Language Pathologists, and Speech and Language Pathologists Assistants, Occupational Therapists, Resource Teachers and Bus Aids for the 2020-2021 School Year.

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





## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** July 8, 2020  
**SUBJECT:** Approve the Spring 2020 Consolidated Application (Con App) for the Tracy Unified School District

**BACKGROUND:** Each year, the District is required to submit to the State Department of Education, a Consolidated Application for Funding of Categorical Aid Programs. These programs include both Federal and State-funded programs. Federally-funded programs include Title I (Economically Disadvantaged Students), Title II (Professional Development), Title III (English Language Learners). The Spring 2020 Consolidated Application indicates the District's desire to participate in these programs, abide by their guidelines, and establish site eligibility for Title I participation. Individual School Plans for Student Achievement (SPSAs) containing specific goals, programs, and budgets are submitted to the School Board each year as part of this approval process.

**RATIONALE:** State law requires local Governing Board approval. This agenda item supports District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or 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:** There is no cost to the District.

**RECOMMENDATION:** Approve the Spring 2020 Consolidated Application (Con App) for the Tracy Unified School District.

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

**2020-21 Application for Funding****CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov), 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/11/2020
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**District English Learner Advisory Committee Review**

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Maria Espinoza
DELAC review date	07/29/2020
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format <a href="http://SomeWebsiteName.xxx">http://SomeWebsiteName.xxx</a> ). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

**Application for Categorical Programs**

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

<b>Title I, Part A (Basic Grant)</b> ESSA Sec. 1111et seq. SACS 3010	Yes
<b>Title II, Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title III English Learner</b> ESEA Sec. 3102 SACS 4203	Yes
<b>Title III Immigrant</b> ESEA Sec. 3102 SACS 4201	Yes

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2020-21 Application for Funding****CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov), 916-319-0297

<b>Title IV, Part A (Student and School Support)</b>  ESSA Sec. 4101 SACS 4127	Yes
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**\*\*\*Warning\*\*\***

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** July 15, 2020  
**SUBJECT:** Receive Update on Quarterly Williams Complaint Report for the Quarter Ending July 15, 2020

**BACKGROUND:** Pursuant to the Williams Settlement and California *Education Code* Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, and 3) a properly credentialed teacher for every classroom. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams settlements during the April 15, 2020 – July 15, 2020 reporting period.

**RATIONALE:** The quarterly report for the period of April 15, 2020 through July 15, 2020 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 Complaint Report for the Quarter Ending July 15, 2020.

**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 Joint Unified School District

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

Quarterly Report Submission Date: ☐ January 15, 2020  
 (check one) ☐ April 15, 2020  
☒ July 15, 2020  
☐ October 15, 2020

Date for information to be reported publicly at governing board meeting: August 11, 2020

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

[Signature]  
 Signature of District Superintendent

7-15-20  
 Date



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 28, 2020  
**SUBJECT:** Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Williams Middle School during the 2020-2021 School Year

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

**RATIONALE:** The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE at Williams Middle School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home and community and to facilitate a partnership to support student achievement. This request supports District Strategic Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

**FUNDING:** The District shall pay \$10,500 for the nine-week parent class, not to exceed \$10,500. The cost of the program will be paid by site Title I Funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Williams Middle School during the 2020-2021 School Year.

**Prepared by:** Mr. Miguel Romo, Principal, Williams Middle School.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Parent Institute for a Quality Education (PIQE), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Nine week parent class to educate parents and increase parent involvement at Williams Middle School for the 2020-2021 school year

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

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

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

- a. District shall pay \$ 10,500 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ 10,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ \_\_\_\_\_ for the term of this agreement.
- c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on September 14, 2020, and shall terminate on November 9, 2020.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Miguel Romo, at (209) 830-3345 ext: 5474 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [ ☐ ] WILL [ ☒ ] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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



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

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

AGREED:

Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

Department/State Approval

Budget Approval

Date Approved by the Board

REV 06/2010



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** August 4, 2020  
**SUBJECT:** **Approve Agreement for Special Contract Services with Karen McCrary, MFTI, to provide Mental Health Services for Jacobson Elementary for the 2020-2021 School Year**

**BACKGROUND:** Jacobson Elementary would like to continue offering two additional days of mental health services during the 2020-2021 school year, using site Title I funds. Tracy Unified School District already provides one day of mental health services to Jacobson Elementary, using LCAP dollars. Jacobson would like to continue to provide additional mental health support, in order to ensure that its students' emotional needs are met. TUSD provides mental health services to students whose emotional state is a barrier to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary and needed for students with a clinical diagnosis for a mental health disorder, for students undergoing a crisis and/or for those who have unresolved emotional issues affecting their ability to learn.

**RATIONALE:** Social and Emotional interventions are a part of the multi-tiered system of support that the district uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic, attendance or behavioral standards within the school setting. The district has benefitted greatly from having Behavioral Health Clinicians on its school sites and relies on this service to aid in supporting its students who struggle with mental health issues during the school year. TUSD will contract with Karen McCrary, MFTI, to provide targeted and intensive behavioral health interventions at Jacobson Elementary school using site Title I funding. This effort 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:** The total cost for two additional days per week of mental health services will not exceed \$20,400.00. This service will be funded with school site Title 1 funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Karen McCrary, MFTI, to provide Mental Health Services for Jacobson Elementary for the 2020-2021 School Year.

**Prepared by:** Derek Sprecksel, Principal, Jacobson Elementary School.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Karen will provide mental health services to students at Jacobson Elementary.  
She will work 5 hours per day/2 days per week (T & Th) for 34 weeks (for a total of 340 hours) at a rate of \$60/hr - not to exceed \$20,400.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 340 ( ) ☒ **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location Jacobson Elementary.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$60 per ☒ **HOUR** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of \$20,400. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] **SHALL** ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$\_\_\_\_\_ for the term of this agreement.
  - c. District shall make payment on a ☒ **MONTHLY PROGRESS BASIS** [ ] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 11, 2020, and shall terminate on May 27, 2021.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Derek Sprecksel, at (209) 830-3315 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☒ **WILL** ☐ **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

Victoria Boenigst PsyD  
Contractor Signature Title

Psychologist  
IRS Identification Number Title

2180 W. Grant Line Rd. Suite 217 Tracy CA 95377  
Address  
AMFT  
#110724

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

\_\_\_\_\_  
Date

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

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

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** July 29, 2020  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment

## BACKGROUND:

## MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Bancroft, Shannon Assistant Principal	Kelly	7/12/2020	Accepted a Principal Position at McKinley

## BACKGROUND:

## CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Khuon-Hupman, Tida Special Ed. SDC m/m	West High	7/31/2020	Personal
Nunn, Justin Social Science	Tracy High	6/23/2020	Personal
Pina, Alina 1 <sup>st</sup> Grade	South/West Park	6/25/2020	Personal
Quintero, Serena 5 <sup>th</sup> Grade	South/West Park	7/28/2020	Personal
Rivera, Erika 5 <sup>th</sup> Grade	North	7/22/2020	Personal
Singh, Renu 4/5 SDC	Villalovoz	6/26/2020	Personal

Thimsen, Katie Special Education SDC-S. Science	Tracy High	7/31/2020	Personal
Vik, Shelby Kindergarten	South/West Park	6/29/2020	Personal

**BACKGROUND:**

**CERTIFICATED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Hensel, Jo 6 <sup>th</sup> grade	Poet	7/17/2020	Retirement
Juarez, Mitra Biology	West High	7/31/2020	Retirement
Marchini, Linda 1 <sup>st</sup> grade	Hirsch	5/23/2020	Retirement
McLatcher, Rebecca Home Economics	West High	6/1/2020	Retirement
Roberson, Dana 3 <sup>rd</sup> grade	Villalovoz	7/21/2020	Retirement

**BACKGROUND:**

**CLASSIFIED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Ortiz De Pineda, Carmen IEP Para Educator I	Stein	5/23/2020	Retirement
Pereira, Carlos Maintenance Custodian	MOT	7/25/2020	Retirement
Ramey, Joan Para Educator II	West High	8/10/2020	Retirement
Verduzco, Mauricio Custodian I	MOT	7/31/2020	Retircment

**BACKGROUND:**

**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE</u>	<u>REASON</u>
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		<u>DATE</u>	
Brekke, Ana K-8 Library Technician	Jacobson	7/27/2020	Accepted H.S. Attendance Secretary position at Kimball
Buckhanan, Justin Utility Person III	Kimball	7/31/2020	Accepted School Security Person II Position at THS
Espitia Sanchez, Ana Food Service Worker	Kimball	7/15/2020	Personal
Grotle, Veronica Bilingual Para Educator I	West High	8/2/2020	Accepted Parent Liaison position at North
Herrera, Alejandra Preschool Instructor	North	7/17/2020	Personal
Jablonski, Stacie School Supervision Asst	Kelly	8/9/2020	Accepted School School Supervision Asst position at Kelly for more hours
Morales, Lupita Bilingual Para Educator I	North	7/24/2020	Personal
Petrovich, Stacie Para Educator I	Kelly	7/24/2020	Personal
Rodrigues, Leah K-8 Library Technician	Central	8/4/2020	Personal
Woodard, Jayne IEP Para Educator I	Villa	8/3/2020	Personal
Zamudio, Diana Parent Liaison	FES/Poet	7/27/2020	Accepted Elementary School Secretary at North/IGCG

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

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





# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** July 28, 2020  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

## MANAGEMENT/CLASSIFIED CONFIDENTIAL

Bancroft, Shannon

Principal (Replacement)  
McKinley  
LME, Class 54, Step E, \$134,793.00  
Fund: General Fund

Gil, Alejandra

Speech Language Pathologist  
(New Position)  
District Wide  
LMP, Class 8, Step C, \$90,326.00  
Fund: Special Education

Romero, Elizabeth

Speech Language Pathologist  
(New Position)  
District Wide  
LMP, Class 8, Step B, \$86,260.00  
Fund: Special Education

## BACKGROUND:

## CERTIFICATED

Barker Gatzke, Jennifer

Special Education – SDC (Replacement)  
Kimball High School  
“A” Class I, Step 1, \$54, 237.00  
Fund: Special Education

Beck, Mitchell

1005 TE Music-Band (Replacement)

	Tracy High School “A” Class I, Step 1, \$41,775.20 Fund: General Fund
Carpenter, Katie	Special Education 2/3 SDC (Replacement) Bohn Elementary “A” Class I, Step 1 \$54,237.00 Fund: Special Education
Cooley, Braden	Social Science (Replacement) Kimball High School “B” Step 2, Class IV \$56,572.00 Fund: General Fund
Gomez-Zavala, Joshua	Special Education – SDC (Replacement) Tracy High School “A” Class I, Step 1, \$54, 237.00 Fund: Special Education
Kamboj, Kiranbir	Home Economics (Replacement) Williams Middle School “B” Class V, Step 6, \$71, 161.00 Fund: General Fund
Kim, Danise	Special Education 4/5 SDC (Replacement) Villalovos Elementary “A” Class I, Step 1, \$54,234.00 Fund: Special Education
Laister, Julie	Special Education – RSP (Replacement) Kimball High School “B” Class VI, Step 33, \$105,231.00 Fund: Special Education
Lewis, Jonathan	Physics (New Position) West High School “A” Class I, Step 1, \$52,219.00 Fund: General Fund
Parham, Danielle	Special Education –RSP (Replacement) West High School “A” Class I, Step 1, \$54, 237.00 Fund: Special Education
Rosenblum-Stime, Celia	Music (Replacement) South/West Park “B” Class V, Step 11, \$79,645.00 Fund: General fund
Stalker, Erik	Special Education – SDC (Replacement)

Tracy High School  
“A” Class VI, Step 1, \$56,255.00  
Fund: Special Education

Stroup, Kaitlin .80 FTE English (Replacement)  
Tracy High School  
“A” Class I, Step 1, \$41,775.20  
Fund: General Fund

Tango, Travis Adapted Physical Education (Replacement)  
District Wide  
“B” Class III, Step 3 \$58,590.00  
Fund: Special Education

**BACKGROUND:**

**CLASSIFIED**

Acosta, Faith Food Service Worker  
Tracy High School  
Range 22, Step A - \$14.85 per hour  
3 hours per day  
Fund: Child Nutrition – School Program

Aldridge, Tiffany School Supervision Assistant  
Central  
Range 21, Step B - \$15.22 per hour  
0.50 hours per day  
Fund: General Fund

Blandon Zeas, Alba Food Service Worker  
Kimball High School  
Range 22, Step C - \$16.28 per hour  
Fund: Child Nutrition – School Program

Brekke, Ana H.S. Attendance Secretary  
Kimball High School  
Range 31, Step C - \$20.10 per hour  
8 hours per day  
Fund: General Fund

Buckhanan, Justin School Security Person II  
Tracy High School  
Range 35, Step D - \$23.10 per hour  
Fund: General Fund

De La Cruz Detaracena, Maria Bilingual Para Educator I

	South West Park Range 24, Step A - \$15.56 per hour 3.5 hours per day Fund: Child Care & Dev-Gain Mrkt Srvy
Grotle, Veronica	Parent Liaison North Range 28, Step E - \$20.56 per hour 8 hours per day Fund: Targeted EL
Handabaka, Carolina	Special Ed Para Educator I Central Range 24, Step C - \$17.07 per hour 4 hours per day
Jablonski, Stacie	School Supervision Assistant George Kelly Range 21, Step B - \$15.22 per hour
Longoria, Heidi	Special Ed Para Educator I Villalovoz Range 24, Step E - \$18.72 per hour 6.5 hours per day Funding: Special Education
Zamudio, Diana	Elementary School Secretary (New) North – IGCG Range 8, LME Step A - \$24.97 8 Hours per day

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

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



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** August 4, 2020  
**SUBJECT:** Approve a Variable Term Waiver for Multiple Subject Teacher- Waive Basic Skills Requirement

**BACKGROUND:** For the 2020-2021 school year Tracy Unified School District will request a waiver for Multiple Subject Teacher, Jason Drake, to allow him to complete requirements for initial issuance of a Multiple Subject teaching credential. The waiver request is needed to allow Jason Drake time to pass the 3<sup>rd</sup> and final writing CBEST subtest. Jason Drake has completed a B.A. from CSU Stanislaus.

**RATIONALE:** The District needs Board authorization to request the waiver. Mr. Jason Drake is on track to completing all requirements for a California Pre-Service program except for the CBEST and is on track to obtain an Intern Multiple Subject Credential.

**FUNDING:** None.

**RECOMMENDATION:** Approve a Variable Term Waiver for Multiple Subject Teacher- Waive Basic Skills requirement.

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

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

**DECLARATION**

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

Jason R. Drake, North Elementary School, 5<sup>th</sup> Grade

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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

**ATTEST:**

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

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



# **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** July 30, 2020  
**SUBJECT:** Approve 2020-21 45 Budget Revision

**BACKGROUND:** Pursuant to Education Code Section 42127(h), “Not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act.”

**RATIONALE:** The Budget Act was officially signed by the Governor on: June 29, 2020  
The major changes between the May Revise and the Adopted Budget are the revenue and re-instatement of one-time expenditures.

**FUNDING:** N/A.

**RECOMMENDATION:** Approve the 2020-21 45-Day Budget Revision.

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



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** July 30, 2020  
**SUBJECT:** Approve Resolution No. 20-01 “Resolution Authorizing the Issuance and Sale of 2020 Refunding General Obligation in the Aggregate Principal Amount of Not to Exceed \$29,000,000 to Refinance a Portion of 2014 and 2015 General Obligation Refunding Bonds and Approving Related Documents and Actions.”

**BACKGROUND:** The District has been advised that current interest rate conditions in the bond markets present an opportunity to refinance for interest cost savings pertaining to outstanding general obligation bonds of the District. This includes refinancing various Refunding Bonds that relate originally to the District’s 2006 Bond Authorization. Savings achieved will be passed on to property taxpayers in the form of reduced tax levies for bonds. As provided by law, Refunding Bonds can only be issued if savings are realized, and the final maturity date of the Refunding Bonds is not extended beyond final maturity date of the original bonds to be refinanced.

The Bonds are proposed to be issued as traditional federally taxable bonds pursuant to the terms of the California Government Code, as current interest bonds (no capital appreciation bonds). Current expectations regarding the costs of the 2020 Bonds as required by Senate Bill 450 are set forth in Appendix B to the Resolution. The Resolution authorizes the sale of the bonds by negotiation to the investment banking firm of Raymond James & Associates, Inc., which will underwrite all of the bonds and have the responsibility of placing them with investors.

**RATIONALE:** The resolution authorizes the Superintendent and staff, working with its financing professionals, to finalize documentation relating to the issuance of the Bonds, including the Official Statement, which is the disclosure document to be provided to potential bond purchasers, which under securities laws standards must contain all material information to make an informed investment decision, and no material misstatements or omissions



**FUNDING:** None to General Fund. Refinancing will result in reduced ad valorem property tax levies in the District for bond repayment. Costs of issuing the Bonds are included in the refinancing plan as costs of issuance and paid from proceeds of the Refunding Bonds.

**RECOMMENDATION:** Approve Resolution No. 20-01 “Resolution Authorizing the Issuance and Sale of 2020 Refunding General Obligation in the Aggregate Principal Amount of Not to Exceed \$29,000,000 to Refinance a Portion of 2014 and 2015 General Obligation Refunding Bonds and Approving Related Documents and Actions.”

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



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** July 30, 2020  
**SUBJECT:** **Approve Resolution No. 20-02 Resolution Authorizing the Issuance and Sale of 2020 Refunding General Obligation of School Facilities Improvement District No. 3 of Tracy Unified School District in the Aggregate Principal Amount of Not to Exceed \$36,000,000 to Refinance a Portion of 2008 Election, Series 2015 Bonds and 2014 Election, Series 2015 Bonds, and Approving Related Documents and Actions**

**BACKGROUND:** The District has been advised that current interest rate conditions in the bond markets present an opportunity to refinance for interest cost savings pertaining to outstanding general obligation bonds of the District. This includes refinancing the District's SFID No. 3, 2008 Election and 2014 Election Bonds. Savings achieved will be passed on to property taxpayers in the form of reduced tax levies for bonds. As provided by law, Refunding Bonds can only be issued if savings are realized, and the final maturity date of the Refunding Bonds is not extended beyond final maturity date of the original bonds to be refinanced.

The Bonds are proposed to be issued as traditional federally taxable bonds pursuant to the terms of the California Government Code, as current interest bonds (no capital appreciation bonds). Current expectations regarding the costs of the 2020 Bonds as required by Senate Bill 450 are set forth in Appendix B to the Resolution. The Resolution authorizes the sale of the bonds by negotiation to the investment banking firm of Raymond James & Associates, Inc., which will underwrite all of the bonds and have the responsibility of placing them with investors.

**RATIONALE:** The resolution authorizes the Superintendent and staff, working with its financing professionals, to finalize documentation relating to the issuance of the Bonds, including the Official Statement, which is the disclosure document to be provided to potential bond purchasers, which under securities laws standards must contain all material information to make an informed investment decision, and no material misstatements or omissions

**FUNDING:** None to General Fund. Refinancing will result in reduced ad valorem property tax levies in the District for bond repayment. Costs of issuing the Bonds are included in the refinancing plan as costs of issuance and paid from proceeds of the Refunding Bonds.

**RECOMMENDATION:** Approve Resolution Authorizing Refunding Bonds to achieve interest cost savings.

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



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. Brian R. Stephens, Superintendent  
**DATE:** August 3, 2020  
**SUBJECT:** Adopt Resolution No. 20-03 to Excuse Meeting Absence of Board Member

**BACKGROUND:** Board Bylaw 9250 and Education Code §35120 provide that a Board "...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to a hardship deemed acceptable by the board;"

**RATIONALE:** Board of Education member Jill Costa was absent for the special meeting of July 21, 2020. The Board of Education finds that Jill Costa's absence from the meeting of July 21, 2020, was due to a hardship deemed acceptable by the Board of Education;

**FUNDING:** Unrestricted General Fund, Previously Budgeted.

**RECOMMENDATION:** Adopt Resolution No. 20-03 to Excuse Meeting Absence of Board Member.

**Prepared by:** Dr. Brian R. Stephens, Superintendent.



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 20-03  
Resolution to Excuse Meeting Absence of Board Member**

**WHEREAS**, Board Bylaw 9250 and Education Code §35120 provide that a Board "...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to illness or a hardship deemed acceptable by the board;"

**WHEREAS**, Board of Education member Jill Costa was absent for the special meeting held July 21, 2020, due to a hardship;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education finds that Jill Costa's absence from the special meeting of July 21, 2020, was due to a hardship deemed acceptable by the Board of Education;

**BE IT FURTHER RESOLVED** that the Board of Education therefore determines that Ms. Costa shall be paid for her absence from the special meeting of July 21, 2020, and further directs that the adoption of this Resolution shall be recorded in the minutes of this meeting of August 11, 2020.

Resolved this 11<sup>th</sup> day of August, 2020, at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

\_\_\_\_\_  
PRESIDENT, BOARD OF EDUCATION  
TRACY UNIFIED SCHOOL DISTRICT

Attest:

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

\_\_\_\_\_  
Clerk  
Board of Education  
Tracy Unified School District



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** July 17, 2020  
**SUBJECT:** **Acknowledge Changes to Administrative Regulation (AR) 1312.3 Uniform Complaint Policy & Parent Notification (Second Reading)**

**BACKGROUND:** As employee titles and positions change, the above Administrative Regulation (AR) 1312.3 needs to be updated regarding who the public may contact regarding uniform complaints and policies. In addition, it was reviewed for accuracy of current policies and practices.

**RATIONALE:** AR 1312.3 needs to be updated to reflect changes in staff to which the public may contact regarding uniform complaints and policies.

**FUNDING:** N/A

**RECOMMENDATION:** Acknowledge Changes to Administrative Regulation (AR) 1312.3 Uniform Complaint Policy & Parent Notification (First Reading).

**Prepared by:** Dr. Mary Petty, Director of Student Services and Curriculum.

**Tracy Joint Unified School District**  
**Uniform Complaint Procedures Notice to Parents and Students**

1. The Governing Board recognizes that the district has primary responsibility for insuring that it complies with state and federal laws and regulations governing educational programs. The district shall investigate and seek to resolve complaints at the local level. The district shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination based on actual or perceived ethnic group identification, religion, age, gender, sex, sexual orientation, color, race, ancestry, national origin or physical or mental disability in any program or activity that receives or benefits from state financial assistance. These programs include, but are not limited to, adult basic education, consolidated categorical aid programs, migrant education, vocational education, childcare and development programs, and special education programs.

2. The Governing Board designates the following compliance officers to receive and investigate complaints and ensure district compliance with law.

Director of Student Services (209) 830-3280  
or  
**Director of Continuous Improvement, State & Federal Programs (209) 830-3210**  
or  
**Associate Superintendent for Educational Services**  
(209) 830-3202  
1875 W. Lowell  
Tracy, CA 95376

3. The Board prohibits retaliation in any form for the filing of a complaint, the reporting of instances of discrimination, or for participation in complaint procedures. Such participation shall not in any way affect the status, grades, or work assignments of the complainant.

4. The Board acknowledges and respects student and employee rights to privacy. Complaints shall be investigated in a manner that protects these rights. The identity of any complainant alleging discrimination shall be kept confidential as appropriate.

5. The complaint review will be concluded within sixty calendar days from the date of receipt of the complaint unless the complainant agrees in writing to extend the time.

6. Complaints alleging unlawful discrimination may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination. The complaint must be initiated no later than six months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination (Title 5, Section 4630).

7. Civil Law Remedies: The Superintendent or designee shall ensure that complainants are advised that they may pursue civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants. Complainants may seek help from agencies such as legal assistance agencies, local mediation centers or the county office of education. Local resources include:

**Tracy Joint Unified School District**  
**Uniform Complaint Procedures Notice to Parents and Students**

California Legal Aid – (209) 946-0605

8. If a complainant is dissatisfied with the compliance officer's decision, he/she may, within five days, file his/her complaint in writing with the Governing Board. The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60 calendar day time limit within which the complaint must be answered. The Board may decide not to hear the complaint in which case the decision of the compliance officer shall be the district's final written decision. If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initially receiving the complaint or within an extended time period that has been specified in a written agreement with the complainant. If a complainant is dissatisfied with the district's decision, he/she may appeal in writing to the California Department of Education within 15 calendar days of receiving the district's decision. The appeal must include a copy of the locally filed complaint and a copy of the district's decision. For good cause, the Superintendent of Public Instruction may grant an extension of filing appeals.



**UNIFORM COMPLAINT PROCEDURES**

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

(Complaints Concerning District Employees)  
(Complaints Concerning Instructional Materials)  
(Williams Uniform Complaint Procedures)  
(Nondiscrimination in Employment)

**Compliance Officers**

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee(s) to handle complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

(Nondiscrimination/Harassment)  
(Sexual Harassment)

**Director of Student Services and Curriculum (209) 830-3280**  
**Or Director of Continuous Improvement, State & Federal Programs (209) 830-3210**  
**Or Associate Superintendent for Education Services (209) 830-3202**

**1875 W. Lowell Avenue, Tracy, CA 95376**

[mpetty@tUSD.net](mailto:mpetty@tUSD.net)  
[tsalinas@tUSD.net](mailto:tsalinas@tUSD.net)  
[jstocking@tUSD.net](mailto:jstocking@tUSD.net)

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

**UNIFORM COMPLAINT PROCEDURES**

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

(Staff Development)  
(Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

**Notifications**

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

The Superintendent or designee shall annually provide written notification of the district's UCP, including information regarding unlawful student fees, local control and accountability plan (LCAP) requirements, and requirements related to the educational rights of foster youth, homeless students, and former juvenile court school students to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, 48853, 48853.5, 49013, 49069.5, 51225.1, 51225.2, 52075; 5 CCR 4622)

(School Plans/Site Councils)  
(Local Control and Accountability Plan)  
(Citizen Advisory Committees)  
(Fees and Charges)  
(Employee Notifications)  
(Parental Notifications)  
(Education for Homeless Children)  
(Education for Foster Youth)  
(Education for Juvenile Court School Students)

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

**UNIFORM COMPLAINT PROCEDURES**

(District and School Web Sites)  
(District-Sponsored Social Media)

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal antidiscrimination laws, if applicable
3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).
4. Include statements that:
  - a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
  - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
  - c. A complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.
  - d. Complaints should be filed in writing and signed by the complainant. If a complainant is

**UNIFORM COMPLAINT PROCEDURES**

unable to put his/her complaint in writing, for example, due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint.

e. If a complaint is not filed in writing but the district receives notice of any allegation that is subject to the UCP, the district shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances.

If the allegation involves retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and the investigation confirms that discrimination has occurred, the district will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the complainant, and on others, if appropriate.

f. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.

g. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.

h. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.

i. A foster youth, homeless student, or former juvenile court school student who transfers into a district high school or between district high schools as applicable shall be notified of the district's responsibility to:

(1) Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed

(2) Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency

(3) If the student has completed his/her second year of high school before the transfer, provide the student information about district-adopted coursework and Board-imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.1

j. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision.

**UNIFORM COMPLAINT PROCEDURES**

In any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the respondent also shall have the right to file an appeal with the CDE in the same manner as the complainant, if he/she is dissatisfied with the district's decision.

- k. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision.
- l. Copies of the district's UCP are available free of charge.

**District Responsibilities**

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

For complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall inform the respondent when the complainant agrees to an extension of the timeline for investigating and resolving the complaint.

The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

**Filing of Complaints**

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing (Please see attached Uniform Complaint Procedures form, which can also be found on the District Website) and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

- 1. A complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development

**UNIFORM COMPLAINT PROCEDURES**

programs, child nutrition programs, and special education programs may be filed by any individual, public agency, or organization. (5 CCR 4630)

2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)

3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when he/she is not the complainant, requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

**Mediation**

Within three business days after the compliance officer receives the complaint, he/she may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

## UNIFORM COMPLAINT PROCEDURES

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed to through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

### Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the investigation. He/she shall individually interview all available witnesses with information pertinent to the complaint and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the

**UNIFORM COMPLAINT PROCEDURES**

allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

**Report of Findings**

Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

In resolving any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent also shall be sent the district's decision and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

**Final Written Decision**

The district's decision on how it will resolve the complaint shall be in writing and shall be sent to the complainant and respondent. (5 CCR 4631)

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be



**UNIFORM COMPLAINT PROCEDURES**

involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
  - a. Statements made by any witnesses
  - b. The relative credibility of the individuals involved
  - c. How the complaining individual reacted to the incident
  - d. Any documentary or other evidence relating to the alleged conduct
  - e. Past instances of similar conduct by any alleged offenders
  - f. Past false allegations made by the complainant
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. How the misconduct affected one or more students' education
- b. The type, frequency, and duration of the misconduct

**UNIFORM COMPLAINT PROCEDURES**

- c. The relationship between the alleged victim(s) and offender(s)
  - d. The number of persons engaged in the conduct and at whom the conduct was directed
  - e. The size of the school, location of the incidents, and context in which they occurred
  - f. Other incidents at the school involving different individuals
5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:

- a. The corrective actions imposed on the respondent
  - b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.
  - c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence
6. Notice of the complainant's and respondent's right to appeal the district's decision to the CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

- 1. He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with the CDE. (Education Code 262.3)
- 2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
- 3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at [www.ed.gov/ocr](http://www.ed.gov/ocr) within 180 days of the alleged discrimination.

**Corrective Actions**

TUSD Acknowledge 06.11.13

TUSD Revised: 09.12.17

TUSD Revised:

**UNIFORM COMPLAINT PROCEDURES**

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team

**UNIFORM COMPLAINT PROCEDURES**

6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51223, 52075)

If a public school or LEA finds merit in a complaint regarding Pupil Fees, Local Control and Accountability Plans (LCAP), Education of Pupils in Foster Care, Pupils who are Homeless, and former Juvenile Court Pupils now enrolled in a school district, Reasonable Accommodations to a Lactating Pupil, Course Periods without Educational Content (grades nine through twelve), and Physical Education Instructional Minutes (grades one through eight), the public school or LEA shall provide a remedy.

In the case of complaints regarding: Course Periods without Educational content, Reasonable Accommodations to a Lactating Pupil, and Education of Pupils in Foster Care, Pupils who are Homeless, and former Juvenile Court Pupils now enrolled in a school district, the remedy shall go to the affected pupil.

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

**Appeals to the California Department of Education**

A complainant may appeal an LEA's Decision of a UCP complaint regarding all specified federal and state educational programs subject to the UCP.

Any complainant who is dissatisfied with the district's final written decision may file an appeal in writing with the CDE within 15 calendar days of receiving the district's decision. (Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR

**UNIFORM COMPLAINT PROCEDURES**

4632)

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, he/she, in the same manner as the complainant, may file an appeal with the CDE.

The complainant or respondent shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

Upon notification by the CDE that the complainant or respondent has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by the CDE



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** July 7, 2020  
**SUBJECT:** Approve School Site Single Plans for Student Achievement and Site Budgets for the 2020/2021 School Year

**BACKGROUND:** Each school site is required to develop a school plan (Single Plan for Student Achievement-SPSA). The SPSA includes an analysis of the prior year's assessment data, an evaluation of the progress toward meeting the goals for that year, establishment of goals and action plans for the new school year, and development of a budget to support the successful implementation of the action plans. The school plans are developed in a collaborative effort of the site administration, school staff, and parents. Each school's plan is approved by their School Site Council. The plans are reviewed by Directors in Educational Services to ensure all areas are addressed and funds are used appropriately. The development of a quality school plan requires sufficient time for all stakeholders to be involved in the process. It is this final product that is submitted to the Board for approval. In the past few years, schools completed a preliminary SPSA in the spring, and then, once they had updated assessment and state accountability data in the early fall, they completed the full data analysis and school plan. With the shift to the new state accountability system that releases updates in December, the timeline for developing school plans has been shifted so that the full data analysis and development of the school plan occurs in the Spring for the following school year. The SPSAs being submitted for approval at this time are for the 2020-21 school year.

**RATIONALE:** State law requires local Governing Board approval of each site's Single Plan for Student Achievement. This item supports Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals. Goal #3. Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

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

**RECOMMENDATION:** Approve School Site Single Plans for Student Achievement and Site Budgets for the 2020/2021 School Year.

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** June 29, 2020  
**SUBJECT:** **Approve Appointment of Parent Representative to San Joaquin Special Education Local Plan Area Community Advisory Committee**

**BACKGROUND:** The Community Advisory Committee is a Federal and State requirement and functions as part of the San Joaquin County Special Education Local Plan Area (SELPA). They are advisory to the governance council and provide meaningful input into the services and programs for student with special needs. The term is usually for two years and the goal is promote maximum interaction between the community and the schools. The main purpose of the CAC is to assure open and free flow of information from the special education administration to the entire community. In turn information is funneled from the community to the special education administration. The CAC advises the special education administration regarding community opinions, concerns and recommendations that will lead to improved special education programs and service to individuals with exceptional needs.

**RATIONALE:** Based on the size of the District and the number of students receiving special education services in Tracy, Tracy Unified has been allocated two seats for parent representatives on the Community Advisory Committee. Appointment of Gabriela Rodriguez as a parent representative will fill the remaining representative position for Tracy Unified and provide for the sharing of information as described above.

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

**RECOMMENDATION:** Approve Appointment of Parent Representative to San Joaquin Special Education Local Plan Area Community Advisory Committee.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** July 23, 2020  
**SUBJECT:** **Approve the Material Revision to the Tracy Independent Study Charter School**

**BACKGROUND:** On July 23, 2020, a request for the material revision of the Tracy Independent Study Charter School's charter petition and a signed certification that the petitioner deems the petition to be complete was submitted to the district office. The California Education Code requires that the Board of Trustees render a final decision on the renewal application within sixty (90) days of the date of receipt of the charter petition. The Board of Trustees shall approve a charter renewal application if it is satisfied that the charter is consistent with the requirements set forth in the Tracy Unified School District's Charter School Board Policy 0420.4, Administrative Regulation 0420.4 and Education Code Sections 47605 and 47607.

**RATIONALE:** Tracy Unified School District staff has determined that the expansion of the non-classroom-based charter school, under the direct control of the School District, to Kindergarten and grades 1-12 would be advantageous to the District both by providing an additional educational choice in the region and by recapturing ADA lost to District students who have enrolled in independent study at public charter schools or private schools. Staff feels urgency on this matter because many parents have expressed interest in the expanded program, in part because of the COVID-19 pandemic. Tracy Unified School District staff and legal counsel have prepared the material revision and have reviewed it to determine if it meets the guidelines and criteria set forth in Education Code Sections 47605 and 47607; Tracy Unified School District Board Policy 0420.4 and Administrative Regulation 0420.4.

It is the determination of the District staff and legal counsel that the Tracy Independent Study Charter School material revision adequately addresses the above-mentioned guidelines and criteria. Therefore, the District staff and legal counsel recommend that the Tracy Unified School District Board of Trustees approve the Tracy Independent Study Charter School material revision.

**FUNDING:** Not applicable.

**RECOMMENDATION:** Approve the Material Revision to the Tracy Independent Study Charter School





# HUMAN RESOURCES MEMORANDUM

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

**BACKGROUND:** The current three-year contract between the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD) expires on June 30, 2021. The articles below will be negotiated for the successor agreement during 2020-2021 school year.

**RATIONALE:** The District chooses to open the following Articles:

Article VIII - Pay and Allowances  
Article X - Fringe Benefits  
Article XXVIII – Evaluations

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

**FUNDING:** N/A

**RECOMMENDATION:** Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2020-2021 School Year.

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