

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
NOVEMBER 10, 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](#)

Select "Watch on Web Instead"

Once the event opens click "Join Anonymously"

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

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

A G E N D A

- | | | |
|-----------|---|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, J. Silcox, L. Souza
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| | 3.1 Administrative & Business Services: None. | |
| | 3.2 Educational Services: | |
| | 3.2.1 Approve Settlement Agreement for Special Contract Services with Contractor for Compensatory Education Services and Attorney Fees
Action: Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.2.2 Approve Settlement Agreement for Special Contract Services with Contractor for Mileage Reimbursement and Attorney Fees
Action: Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.3 Human Resources: | |
| | 3.3.1 Consider Non-Paid Leave of Absence for Classified Employee #UCL-354, Pursuant to Article XXIII
Action: Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___ | |

- 3.3.2** Consider Paid Leave of Absence for Classified Employee #UCL-360.
Pursuant to Article XXIII
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 3.3.3** Consider Non-Paid Leave of Absence for Classified Employee #UCL-361, Pursuant to Article XXIII
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 3.3.4** Consider Non-Paid Leave of Absence for Classified Employee #UCL-362, Pursuant to Article XXIII
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 3.3.5** Consider Non-Paid Leave of Absence for Classified Employee #UCL-363, 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-364, 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-365, Pursuant to Article XXIII
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 3.3.8** Consider Paid Leave of Absence for Classified Employee #UCL-366, Pursuant to Article XXIII
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 3.3.09** Consider Paid Leave of Absence for Classified Employee #UCL-367, Pursuant to Article XXIII
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 3.3.10** Consider Non-Paid Leave of Absence for Classified Employee #UCL-368, Pursuant to Article XXIII
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 3.3.11** Consider Non-Paid Leave of Absence for Classified Employee #UCL-369, 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-370, Pursuant to Article XXIII
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 3.3.13** Consider Paid Leave of Absence for Classified Employee #UCL-371, Pursuant to Article XXIII
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 3.3.14** Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 3.3.15** 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-3.2.1** Report Out of Action Taken on Approve Settlement Agreement for Special Contract Services with Contractor for Compensatory Education Services and Attorney Fees
Vote: Yes___; No___; Absent___; Abstain___
- 6b-3.2.2** Report Out of Action Taken on Approve Settlement Agreement for Special Contract Services with Contractor for Mileage Reimbursement and Attorney Fees
- 6c-3.3.1** Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-354, Pursuant to Article XXIII
Vote: Yes___; No___; Absent___; Abstain___
- 6d-3.3.2** Report Out of Action Taken on Consider Paid Leave of Absence for Classified Employee #UCL-360, Pursuant to Article XXIII
Vote: Yes___; No___; Absent___; Abstain___
- 6e-3.3.3** Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-361, Pursuant to Article XXIII
Vote: Yes___; No___; Absent___; Abstain___
- 6f-3.3.4** Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-362, Pursuant to Article XXIII
Vote: Yes___; No___; Absent___; Abstain___
- 6g-3.3.5** Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-363, Pursuant to Article XXIII
Vote: Yes___; No___; Absent___; Abstain___
- 6h-3.3.6** Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-364, Pursuant to Article XXIII
Vote: Yes___; No___; Absent___; Abstain___
- 6i-3.3.7** Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-365, Pursuant to Article XXIII
Vote: Yes___; No___; Absent___; Abstain___
- 6j-3.3.8** Report Out of Action Taken on Consider Paid Leave of Absence for Classified Employee #UCL-366, Pursuant to Article XXIII
Vote: Yes___; No___; Absent___; Abstain___
- 6k-3.3.9** Report Out of Action Taken on Consider Paid Leave of Absence for Classified Employee #UCL-367, Pursuant to Article XXIII
Vote: Yes___; No___; Absent___; Abstain___
- 6l-3.3.10** Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-368, Pursuant to Article XXIII
Vote: Yes___; No___; Absent___; Abstain___
- 6m-3.3.11** Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-369, Pursuant to Article XXIII
Vote: Yes___; No___; Absent___; Abstain___
- 6n-3.3.12** Report Out of Action Taken on Consider Non Paid Leave of Absence for Classified Employee #UCL-370, Pursuant to Article XXIII
Vote: Yes___; No___; Absent___; Abstain___
- 6o-3.3.13** Report Out of Action Taken on Consider Paid Leave of Absence for Classified Employee #UCL-371, Pursuant to Article XXIII
Vote: Yes___; No___; Absent___; Abstain___

7. Approve Special Minutes of October 20, 2020.

1-10

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

Approve Regular Minutes of October 27, 2020.

11-15

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

8. **Student Representative Reports:** Video Presentations by **Tracy High:** Sophia Alejandre; **West High:** Kaitlyn Durant and Gianna Uribe; **Kimball High:** Julian Steffens; and **Alternative Ed Campus:** Elijah McKinney.
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 Report on San Joaquin County COVID19 Update
 - 10.2.2 Report on Hybrid/Distance Learning Concurrent Instruction Model
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 on the Provisions of the Petition for Renewal of the Charter of the Tracy Learning Center's Discovery Charter School (Separate Cover Item) 16
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 17-18
 - 13.1.2 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District 19-20
 - 13.2 **Educational Services:**
 - 13.2.1 Approve Revised School Site Plans and Budgets for the Remainder of the 2020-2021 School Year (Separate Cover Item) 21

- 13.2.2 Approve Agreement for Special Contract Services with Community Medical Center to Provide Mental Health Services to the TUSD School Readiness Preschool Program for the 2020-2021 School Year 22-26
- 13.2.3 Approve Agreement for Contract Services with Speech Therapy and Accent Group, Inc., for Independent Educational Evaluation/Speech and Language Assessment for the 2020-2021 School Year 27-30
- 13.2.4 Approve Agreement for Contract Services Between Freedom Soul Media Education Initiatives and West High School for the 2020-2021 School Year 31-34

13.3 Human Resources:

- 13.3.1 Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment 35-36
- 13.3.2 Approve Classified, Certificated, and/or Management Employment 37-38
- 13.3.3 Approve Declaration for a Provisional Internship Permit 39-40
- 13.3.4 Approve Unpaid Student Teaching, Field Experience, and Practicum Agreement with National University 41-49
- 13.3.5 Approve a Variable Term Waiver for John S. Morris- Certificate of Completion of Staff Development (SDAIE) 50-51
- 13.3.6 Approve Amendment for Current Memorandum of Understanding for Teacher Preparation Program Agreement with The Regents of the University of California 52-58

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

14.1 Administrative & Business Services: None.

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

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

17. Board Meeting Calendar:

- 17.1 December 15, 2020
- 17.2 January 12, 2021
- 17.3 January 26, 2021

18. Upcoming Events:

- 18.1 November 11, 2020 No School, Veterans' Day
- 18.2 November 23-27, 2020 Thanksgiving Break
- 18.3 December 21-January 1, 2021 Winter Break
- 18.4 January 18, 2021 No School, MLK Day

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

**Minutes of
Special Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, October 20, 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, J. Costa, S. Kaur, B. Pekari, J. Silcox, L. Souza
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, 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.

Trustee Abercrombie read a statement which apologized to citizens and teachers who felt their voices were not heard at the last board meeting. The vote was moved ahead of hearing of delegations. He's heard several comments from the community that it gave the impression that we were not interested. He apologized for giving that impression. They have received numerous emails and comments. This year has been extremely difficult and stressful for a lot of people. As board members we know we will face criticism and complaints comes with job. We did not sign up for our families to be harassed or attacked. We need to come together during these challenging times. He is asking everyone to do some soul searching and reflect on behaviors. Are we setting the example for our children? The Board is faced with difficult decisions. It is no win situation. Whatever we decide we will be challenged. Please do not involve the board's families and kids.

Hearing of Delegations 4. In accordance with Board Bylaw 9232, we are limited to 20 minutes on one topic. We will read the best representation of the comments that have come in. All comments have been sent electronically to all of the trustees.

Gia Caguit: Please do not reopen schools at least two weeks after the new year. It is unsafe! Keep children and teachers safe! Or keep the option of distance learning for those who are afraid for their children to go back. Independent study should be off the table.

Anna Neves: I believe that our kids not being in school for over six months now it's doing more harm to them then good both develop mentally and emotionally and I'm concerned the effects outweigh the pandemic.

Scott Arbogast: We believe that going back to school now under a hybrid model would not be in the best interests of student, staff, and community. Here are the reasons why:• Disrupting distance learning in the middle of a quarter/semester will not help students, especially high

school students who are so close to finals. • A routine has been established; why disrupt this now when we just learned a new way of teaching and learning. • Not having seen a schedule, we don't know how long periods would be, but if we are in school until 11:30 to 12:30 periods for middle and high school will be shorter than what we do online now. • Trying to distance students in passing times will be near impossible at the middle and high school. • At this time in the year where so many people may still be getting together for friend and family celebrations with Halloween, Thanksgiving, and Christmas the spread will most definitely become great, right when we are opening. • We know that kids need to be back in school, but many are fearful that they will spread the virus and get their parents or grandparents sick.

Jennifer Hernandez: I'd like to share my support for the boards decision to reopen schools. While I understand the terms and timing does not meet everyone's needs I do believe it is a step in the right direction to return kids to class. While I am less concerned with my elementary school returning back to school I do feel it is essential for high school kids to finish the year physically in class. It may be better to revise your current plan to possibly put off starting until after this semester is finished to cause less distribution to their current studies. My kids have been told by some of their teachers that they will not return if school resumes in person. This would be detrimental to these kids having less than 2 months left before finals. Also to avoid all extra exposure over the holidays with increased family gathers; put off starting until after New Year. I'm supportive either way. But as a compromise I propose a January start with hopes that will include full day instruction.

Carla Waluck: Thank you for trying to find the best solution that will accommodate everyone. All while putting yourselves in danger by working during a pandemic. I know that you can't make everyone happy and the solution that you voted on is what's best for everyone. I also want to apologize to you on behalf of the parents of the students in this school district. Shame on us. You are the village that helps raise our children. We have been acting like spoiled, privileged kids by demanding you accommodate each individual instead of understanding and accepting your decision for what's best for the whole of the district. It's very difficult to have a composed head and be reasonable when everyone is letting fear guide their actions. My daughter and other parents who have children going back to school are thrilled and can't wait to attend. I'm sorry for all the rudeness and verbal attacks you have suffered. This is not who we are as a community. Please know that the actions of the few who happen to be the loudest are not the wishes of everyone. If you decide to push back the reopening till later in the year, we will be considerably upset but we will cope. Because that's what adults do. Thank you for reading my words.

Charlotte Gavero: So many families cannot risk even the slightest exposure to this virus including my family and personal life and even my close friends. This is such short notice, if you think this out today for a for sure answer that gives families less than two weeks to prepare.

Instead of 5 days at school or actual classes, we will only have two while the other 3 days are asynchronous which is so horrible. Families, students, and teachers didn't get ANY say in this decision. Which is completely unfair and selfish. Our only other option to stay in online school is charter, aka removal of AP classes, programs, etc. Why are you guys making us choose between education and our health?

Jeanelle Howard: I am a parent and active volunteer at George Kelly Elementary School. I have done some polling of my own. Regarding the reopening of schools. I want you to know that although the teachers and parents that want the kids back, full time if possible are quieter than the ones who want to stay at home and still have all the benefits folks we are here and we are many. I am hearing that some of the confusion comes from county requirements. I realize you have no control over that. But, if you are reconsidering because of threats and immature "backlash" new 20th century bully, please don't. Many of us parents and teachers want the kids in school with their peers and the teachers they trust. They need the interaction and are suffering socially without it. This is a difficult road to navigate but despite politics and planned protests, schools were developed to give kids the educations they need and deserve. This pandemic should not be the reason to end the education system as we know it. There will be frustration and unrest either way. That's life. We (as I speak for many) want you to know we want them back in school ASAP.

Eden Matelski: Families NEED viable options. Let those who want to return to campus, return. Let those who want to continue distance learning, continue distance learning. Let families decide what's best for THEIR children. Students, families, and STAFF need viable options. One path isn't best for everyone. Give us options and let US choose! Thank you.

Shari Bunton: I have seen the agenda for the special called Board Meeting and it is somewhat vague. Is it to vote on the safety protocols to put in place for opening school again. Or- I am concerned that there may be a revote tonight. I am one of those people that strongly believes our children need to be back in school, as a teacher and a parent. Our children are NOT thriving. Their education is suffering. They will not be prepared for the rest of their schooling and at the rate we are going, next year will be even more difficult than this year. How would it be right to revote when none of us have been asked our thoughts in an official manner? Perhaps basing this on the loudness of the people who didn't get what they wanted in the first vote? There are many others who share my opinion, we just aren't the "squeaky wheels". Just my humble opinion....and I could be completely wrong as to what tonight's meeting is about. But the thought of more months of our current situation has me very upset and discouraged. As a teacher I have not really been asked how I am faring in all of this. The answer is: I am constantly exhausted and discouraged about what is most likely happening on the other end of the screen while I teach. My own children get bored and distracted and don't know what they are supposed to be doing half the time-either due

to poor connection, TEAMS issues, or just plain being sick of sitting there. I am having to spend my time after doing my job as a teacher making sure that the work they are turning in looks somewhat like what I think their teacher might want (because I don't even care about A's at this point.) And I cannot yet figure out how to actually have a weekend where I don't do schoolwork, let alone figure out how I could possibly get away with my family and go somewhere to relax. I sincerely hope I don't have to tell my children and students that our district "changed their minds". What kind of message does that send them? I know all of this is extremely difficult and decisions are hard. I'm asking for you all to please stick with what was done and keep moving forward for our students and we teachers that already have dug in our heels and begun the preparations needed for hybrid.

David Dequit: TUSD should not reopen schools on November 2. The US is currently seeing a rise in Covid-19 cases. Health experts predict that this surge of infections will worsen with the colder weather and flu season. It is expected that the next 6 to 12 weeks will be the darkest days of this pandemic with up to 2,500 deaths per day. It would be wiser to reopen schools early next year when a vaccine is available and the weather is warmer. Reopening schools now will unnecessarily put students, teachers, and families at a higher risk of contracting Covid-19. Students will be subjected to further educational disruptions, if schools were to reopen and then close again, especially with the upcoming Thanksgiving, Christmas, and New Year holidays.

Rosa Montoya: Please let the children go back to school, we agree 100% with the decision made last meeting. An option was made available to those who don't want to let their children go back to i person learning. We can't keep our children at home forever, these people who disagree are putting upcoming holidays as excuses and then what when January comes around what will be next? You will never please everyone but I feel this is what's best for them, they've been out of school way to long.

Cythina Hudak: I am against sending my child back to Tracy High on November 3. With changing to hybrid they will only get two days of teacher instruction instead of five days like now. Seems like no advantage to going back. Only less education, stress on the students and risk of Covid. I will be voting against several of you that voted yes on this if this is not rectified tonight. Thank you.

Rachel Salazar: For the children who want to go back to school can we just get them covid tested prior to the school re opening? And then a month later re test and see how everything is going? My child really wants to be back in school. And I feel like this a reasonable idea, for the parents of children who would rather be in a school setting.

Kavita Taylor: First, I would like to say how grateful I am for all the hard work TUSD has done and the countless hours they have put into distance learning and planning on how to re-open our schools safely! I also want to express how much I believe our schools should re-open. I

feel we need to start getting back to some type of normalcy. If we keep delaying it, it will just get worse. Right now is a good time to open, as it can be thought of a 'Trial Period', to see how things go. Slowly, we can get back to on-campus, full time. I would also like to suggest an idea, which you may or may not have considered. Since a lot of parents seem upset about the kids going less hours and having less instruction time, I am wondering if there would be a way to do half the kids on campus, their respective days, and then on Wednesday, they would have a Teams day. Same as they do Wednesday, now, with DL. Thank you for considering each side of this coin. Whatever decision is made, please know you all have my full support.

Sabrina Hunter: We are in a national emergency and have been since March, 2020. Over 200,000 Americans have died of Corona Virus. School openings have proven to spread the virus and close the schools down again soon after. Please make the smart decision and postpone the reopening of schools. Better yet, do not force your philosophy on parents. When I gave birth to my child it became very clear that I was in charge of making decisions that were in her best interest. TUSD is forcing this decision on me and not giving me a choice by giving me 2 options 1) hybrid or 2) online charter school. I do not want to be forced to unenroll my child from her school because she likes it there. As a parent I should have the option to continue distance learning AT THAT SCHOOL if I want to without any further politics. I am disgusted with the District and its Leaders for putting me in this position and not giving me a choice. Do not force your philosophy on parents. Each family has a different situation. Offer 3 options if you have to open up the school 1) hybrid 2) distance learning at the SAME SCHOOL or 3) charter online school.

Joshua Wood: Can the board explain why the option to remain in distance learning until the end of the semester (Dec. 18th) wasn't considered? This option would have given families enough time to try and make arrangements to accommodate the Hybrid schedule. Instead we were given 3 days to pick between Hybrid or leaving TSUD and entering the charter program. All with no solid information on the hybrid schedule, how you are going to keep the kids safe or any real plan for that matter. All of which could have made the families feel safe about the reopening of the schools. We deserve a plan in place well in advance of returning to school.

Ashleigh Hewey: What is the reason for students having to give up on great educational opportunities, IB, AP AG, leadership, etc.) because they decide to go through the charter school? Some kids have been committed and now that a pandemic has altered the education path, the educational opportunities should not be affected since it's out of all our control. Are there any other ways that students that have been enrolled in the programs, can still acquire these opportunities?

Victoria Klug: I am a teacher in Tracy. We want to come back to school. We want to come back when it is safe. Why is it not safe now? CA is

trending well cautiously. One reason we are doing well is because our schools have not all opened up, or opened up fully. If we open now, we are doing the same thing we did in May when our numbers started looking good. Flu season is also predominant in the next two months. Students and teachers have a rhythm going. What is the point of disrupting it now, with no solid plan in place? The only option that didn't need a plan was Option 1. Option 2 does not have a substantive plan yet. I am not blaming the district. They are under pressure too, and have a lot on their plates. I am immensely grateful that the district chose to start the year with distance learning. That decision has allowed me to see my family, and keep all of us safe and healthy. Going back now would mean I don't see my family for the holidays, which breaks my heart, as I live alone and would have to isolate by myself for the next two months to make sure I don't infect them. Teachers are working their butts off. Right now we have report cards to complete and conferences to hold, all in addition to trying to get everything ready for a possible return in two weeks. This is stressful and exhausting, and we have a life outside of teaching also. Anyone who thinks teachers don't have enough on their plate; please, come spend a day or a week with us. You will see that NONE of this is easy, and we are doing our best. Please, revote to continue Option 1, and give the district time to create a well-thought out, supportive hybrid plan that will ensure the safety of ALL who will be affected. Thank you.

Pamela Mears: I would like to begin this letter with I do not envy you in this decision making process. There are a lot of opinions and a lot of emotions involved. I am writing this letter because I felt that my child was left out in the decision to return children back to campus. My child is a student on transfer to an out of zone school for a special diploma pathway, the Performing Arts Magnet. She is required specific coursework and a set level of performance in order to maintain that status. She is also taking advanced coursework with hopes to obtain an IB certificate. Her ultimate goal is to attend a University of California college. She is currently on a path to make that her reality. Although she would prefer to be onsite and receive in-person learning, she also has an autoimmune condition. Also, she lives with both parents that are high risk. She is an outgoing person and has not lived boxed up at home. However, her decisions have been calculated according to risk factors. Sitting in an enclosed space with 15 or so students, all within 3-4 feet of one another for more than 15 minutes, even while masked, is not wise in her high risk group. Therefore, our only option is to keep distant learning. The survey that came out to parents gave us two options: Return to hybrid learning or transfer to the new charter school. Sadly, the charter school will not allow her to continue on her educational pathway and hurts her academically. Therefore, I was forced to select return to hybrid learning. I am asking from deep in my being that you will reconsider the two options provided. Please work with the teachers, their unions, and the academic programs to find a way to accommodate these students. I know that she is not alone in this matter. We need a third option to keep students distant learning and in their special programs – IB, Ag Science, Performing Arts, Science and Engineering,

Medical and Health Services, ROTC, etc. I do not want to have us let these students down.

This gives a representation of comments received. All board members received all of the comments that were submitted and have read them. We appreciate your input.

Action Items:

5.1

Administrative & Business Services:

5.1.1

Reconsider Previously Approved Reopening Plan

Superintendent, Dr. Brian Stephens, presented a power point regarding the reopening plan. He was out of the office for the past 3 weeks as he received a positive COVID test on the East coast. He apologized that his accessibility was limited. He reviewed the points to consider and noted that he is extremely sensitive to the issues that people have raised. Distance Learning is not a replacement for in person instruction. It is not as effective as in-person instruction. We are using Distance Learning at the moment because of COVID 19 and he is proud of the work that we have done. He does believe that we should return to in-person as soon as it is safe for students and staff. Students are suffering with Distance Learning, especially younger students with their technology skills. Faculty and staff have done a superb job. He cannot say enough about the work everyone has done and can be proud of. Nationally, the COVID cases are rising. In our county, the numbers have improved. He showed a national chart and a county chart of the cases. We need to pay attention to the numbers. We are going in the opposition direction of our nation. The positivity rate was below 3% and the nation is struggling.

He reviewed some points that he would like to recommend to the board:

1. District should make a commitment to provide in-person instruction as soon as it is possible to do so safely as advised by the San Joaquin County Public Health Department.
2. Remain in Distance Learning for the remainder of the first semester. This would serve two purposes:
 - a. Reduce disruption to students and their academic programs.
 - b. Provide additional time to staff to execute a smooth re-opening of our schools for the benefit of students and staff.
3. Begin plans to move towards hybrid learning model starting January 4, 2021
4. TUSD should continue its' work to begin small cohort instruction for Pre-3 SDC classes.
5. Board report at every meeting regarding COVID numbers in our county. Continue to closely monitor data for "second wave" or spike in COVID numbers.

6. Continue to work closely with the Department of Public Health with the intent to follow their guidelines moving forward.

He is confident that we could have opened November 2nd, however, it does not make sense to disrupt mid-semester. We are talking about 6 weeks. We need to keep that in mind. We need to do this in a safe manner with the provided guidelines by local and state health departments. He believes that TUSD should continue small cohorts for pre-K to 3rd grade SDC students. These are our highest needs students. Next week we will start to have a board report at every meeting by Julianna Stocking that will review the COVID numbers in our county. This way we can all see the numbers in our county and look for spikes or a second waive. If those happen, it will alternate what we need to do. We must continue to work closely with the Department of Public Health and follow their guidelines moving forward. We closed last spring and told staff and community that we would follow the guidelines of public health. They said we can now bring students back. He agrees but not until January 4th of 2021. Dr. Park at San Joaquin County Public Health has done a superb job. She has shown strong leadership and we shall continue to follow her guidelines and work closely with them.

The board then discussed and asked questions. Currently, there is no restriction to go back 100% as long as we are in the red tier as a county. We have the discretion to make that decision. Dr. Stephens understands that that would be the easiest thing to do, but people are not ready for that. Trustee Costa stated that she wanted to students back sooner, however, this will be less disruptive to our high school students. She understands that. She does have an issue with some of the emails that were read because they do not take the time to understand what the hybrid really means. Ms. Stocking described the hybrid as 2 days of in-person learning and 3 days of Distance Learning. The questions about bell schedules will hopefully be answered soon. They are currently having discussions with the union on that. Once decided, we will send out communication regarding bell schedules. Also, many people are stating that we do not have a plan. There is a plan and it is on the District website COVID page. Dr. Stephens commented that the District Safety Plan has also been on the webpage and approved by the state and public health. School site safety plans have been worked on since summer. They are currently being modified and submitted today for review. Once finalized we will post all of them on the COVID page. Administrators have worked on these plans for months. Today was a safety forum for our certificated staff and on Thursday we are having a similar presentation for classified employees. We will be doing the same thing with our parents. We are working hard to get information out. A lot of community and both bargaining groups feel good about where we are at. Trustee Costa stated for those not aware, there are 9 other districts that have opened or have plans to open in November. There will always be people unhappy, but we are following the direction of our county. We would never go beyond what they would allow us to do. Trustee Silcox stated that he is not a medical expert but refers to those that are smarter than him. He stands by his vote to open as soon

as possible, but also understands the predicament seniors are in especially for IB students. He understands the need for the delay to the semester break and has compassion for that. We need to be crystal clear that we are following the guidelines provided to us by public health and no one else. Trustee Pekari commented on various statistics that he had heard of incases in ICU and that it shows that we need to be prepared. Also, that since Jefferson District feeds into TUSD he is glad we are waiting until January too. Trustee Silcox commented that that proves his point that the board needs to listen to one source. This is part of the issue we are struggling with as a board. Trustee Kaur agreed that we need to open or close based on county public health, not this doctor or that doctor. Right now it is a good decision to bring students back in January and at that point we may have to review and look at numbers again. Trustee Costa agreed that we should follow the guidelines of county public health. Trustee Souza commented that as of today, the California website says that schools may reopen fully with in-person instruction as well as the San Joaquin Public Health. We would not put children in jeopardy without the county saying it was ok to do so. We want to come to a conclusion that works best. Dr. Stephens We have been planning and will move ahead if the board adopts his proposal. We will follow their guidelines on a consistent basis, as we have been doing since March. Trustee Pekari commented that we are ready and can up and running with all grades. Dr. Stephens responded that we can be, but that is not his recommendation. We need to do what public health is saying. We also need to listen to teachers and classified. We want to make sure that everyone is feeling safe and moving forward in a productive way. The district has a plan and it is on the website and has been approved and voted on by the county and state. We work closely with TEA and leadership to negotiate their schedules. Ms. Stocking reviewed the steps to follow if we have a positive case. We are being extremely cautious and following the guidelines of our county. We have letters ready to go, we have contact log reports, we have a team designated at each site and district level and will work strategically together. In addition to our plan, Dr. Pecot and Dr. Petty have been working with our school site administrators. They will also be providing additional information to each of their families at their sites. Trustee Pekari will not be on the board in January, but expects the board members will be prepared to make decisions based on public health. Trustee Souza wants kids back in school and we will do so following the San Joaquin County Public Health. She believes there is a mental health crisis. She will compromise and go with Dr. Stephens recommendation to wait until January 4th if public health is approving that.

Action: Moved by Souza to approve all 6 points of Dr. Stephen's recommendations. Seconded by Alexander. **Vote:** Yes-7; No-0.

Board Reports:

Trustee Silcox passed. Trustee Abercrombie passed. Trustee Kaur passed. Trustee Souza passed. Trustee Alexander hopes that the public understands the difficulty in making this decision. Trustee Costa passed. Trustee Pekari commented that we are in this together and are doing the best we can.

**Superintendent
Report:**

Dr. Stephens hopes everyone appreciates the tremendous amount of work the staff has done to get to this point. He is fortunate to have the district administration, site administration, teachers and classified all working together. He acknowledges everyone's efforts have been amazing. He further stated that he has received a tremendous amount of emails some of which were inappropriate and have attacked people. He believes that our board members are good people. They are kind, caring and generous. You may disagree with their decision but as a community in Tracy we should lead by example and have meaningful discussions. After a disagreement we should walk away and have respect for each other. That is leadership.

Adjourn: 8:20

Clerk

Date

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, October 27, 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, B. Pekari, J. Silcox, L. Souza
Absent: S. Kaur
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry

7:00 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 Souza read a statement that she would like to address concerns which have been raised that posts on her Facebook social media account have been interpreted as being representative of the board. Comments on her personal Facebook account, or posts which she makes in response to others through her personal Facebook account, are her personal opinions and are not representative of the board's opinion. President Pekari noted that per our board policy, any statements that are reflective of the board opinion would be given by the board president or superintendent and would be clearly identified as being the opinion of the board.

Closed Session: 6a Report Out of Action Taken on Early Graduation: TISCS #10311636
Action: **Vote:** Yes-6; No-0; Absent-1(Kaur)
6b Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-355, Pursuant to Article XXIII
Action: Approved. **Vote:** Yes-6; No-0; Absent-1(Kaur)
6c Report Out of Action Taken on Consider Non-Paid Leave of Absence for Classified Employee #UCL-359, Pursuant to Article XXIII
Action: Approved. **Vote:** Yes-6; No-0; Absent-1(Kaur)
6d Report Out of Action Taken on Consider Paid Leave of Absence for Certificated Employee #UC-1222, Pursuant to Article XX
Action: Approved as amended. **Vote:** Yes-6; No-0; Absent-1(Kaur)

Minutes: 7. Approve Regular Minutes of October 13, 2020
Action: As amended. Silcox, Alexander. **Vote:** Yes-6; No-0; Absent-1(Kaur)

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

**Student Rep
Reports:**

8. None.

**Recognition &
Presentations:**

9.1 Bohn Elementary School Presentation

Principal, Michael Burstein, hosted a video presentation that showed the daily schedule for Distance Learning. He explained the daily routine and how teachers are working as a team to have student success. He reviewed the STEM program and some of the activities involved and some online learning activities. The Bohn Sharks continue to have fun by having spirit weeks, video announcements, positive behavior rewards, attendance certificates and library book checkout. Students took their school photos and this week are celebrating red ribbon week. They have had a steady attendance rate of over 95% each week. We have great teachers and support staff. Everyone wants kids to come back and knows that distance learning is not ideal. He also thanked the parents and students who are doing their best, the community, and the district personnel who has provided amazing support for sites.

9.2 West High School Presentation

Principal, Dr. Zachary Boswell, hosted a video presentation that reviewed the EL Program and the re-designation English language learners to bilingual students. He reviewed the state testing results in ELA and Math from 2017 to 2019. There has been a 10% to 25% increase in scores over the past 3 years. Meeting with students, classes, teachers, and administrators have helped students realize the importance of testing and had a big impact on scores. The team, Mr. Haim, Ms. Escalante and Ms. Carrera, met with students, set goals, and held practice sessions. Once they become bilingual, they are able to take more elective classes. The goal is to re-designate 10% of the students each year and in 2019 they hit 13.6%. It looks like 2020 will exceed that.

**Information &
Discussion Items:**

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 San Joaquin County COVID19 Update

Julianna Stocking, Associate Superintendent of Educational Services, reviewed a power point with data from the last information provided by Dr. Park as of October 22nd. We had a total of 21,630 in San Joaquin County and as of today 21,906. The new cases were 33 on Oct. 22 and as of yesterday there were 44 new cases. She showed the tiered status slide in purple and that schools can only open with a waiver; however, once in red schools can fully reopen with health and safety guidelines in place. Statewide metric is 7.0 new positive cases with 3.3. positivity rate. In San Joaquin County, we are at a 4.9 new per day per 100,000 and at a 3.3 positivity rate which is in the orange but in between red and orange which will be reassessed next Tuesday. San Joaquin County metrics show that the county is still officially in the red tier. She will be providing regular updates at board meetings. This data is reflective of the past 2 weeks.

**Hearing of
Delegations**

11. The following comments were submitted online and were read aloud during the meeting:

Jennifer Pool: Lori Souza is an amazing person who has always put herself last, and worked hard for all children. She is especially vocal for at risk, foster, and special needs children. We are beyond blessed to have her as a school board member, and she is the last person whose character should be questioned. Always look at the source when comments are made against upstanding members of our community. What do they have to gain? Because Lori is the last to worry about personal gain, always.

Karin Williams: I would like to publicly thank Trustee Souza for her professionalism when being called up in public forums by angry parents who choose to air their frustrations in Facebook groups such as Tracy Rants & Raves. Trustee Souza was bashed publicly in multiple posts and comments by Brandi Hoffert, the mother of a candidate running for School Board Trustee, and instead of responding in anger, Trustee Souza either responded with facts directly from the school district's website or other public information, or didn't respond at all. She has set an example to our students about how to handle adversity and is a role model to our students on how to react to a bully by not responding and throwing fuel on the fire. Thank you Trustee Souza for always sharing information with the community by sharing information directly from official District communication and helping people find out where to find information. I appreciate the example you are setting for our students.

Christina Gomes: Planning for the next Semester I hope TUSD will maintain Student ID and Microsoft Teams information available to students if after they switch to the Charter. After having parent teacher conferences today, both I and the teachers felt it could be helpful if my daughter wanted to see where the class is at because the charter will not be following the same textbooks or material simultaneously. As a parent of a High School student, I am pleased that the board voted to wait till the end of the semester because my child was enrolled in an elective that the charter does not offer and for grading and high school transcripts she can now complete the course with full semester credit. Now I hope the board can find a way to ensure those students that have chosen to temporarily go to the TUSD Independent Charter School, will still have a place in their respective schools and academies upon their return and also for Seniors to have a place in the graduation celebrations however it is decided to honor the class of 2021.

- Public Hearing:**

12.1

Administrative & Business Services: None.
- Consent Items:**

13.

Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.
Action: Costa, Silcox. **Vote:** Yes-6; No-0; Absent-1(Kaur)
- 13.1**

Administrative & Business Services:
- 13.1.1**

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

- 13.1.2 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year
- 13.2 **Educational Services:**
 - 13.2.1 Ratify the Purchase of Edgenuity Online Curriculum for Grades K through 5 for the Tracy Independent Study Charter School (TISCS)
 - 13.2.2 Approve Agreement for Special Contract Services with Crossroads, San Joaquin County Probation Department, for the 2020-2021 School Year.
 - 13.2.3 Approve Agreement for Special Contract Services with Community Medical Centers to Provide Additional Mental Health Service Days at South/West Park Elementary School during the 2020-2021 School Year
 - 13.2.4 Approve Agreement for Special Contract Services for One Day at a Time (ODAT) for the 2020 – 2021 School Year
 - 13.2.5 Receive Update on Quarterly Williams Complaint Report for the Quarter Ending October 15, 2020
- 13.3 **Human Resources:**
 - 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
 - 13.3.2 Approve Classified, Certificated and/or Management Employment
 - 13.3.3 Approve Student School Counseling Education Fieldwork Experience Agreement with CSU Stanislaus
 - 13.3.4 Approve a Variable Term Waiver for Special Education Teacher- Added Authorization in Special Education (AASE); Autism Spectrum

Action Items:

- 14.1 **Administrative & Business Services:** None.
 - 14.2 **Educational Services:** None.
 - 14.3 **Human Resources:**
 - 14.3.1 Adopt Resolution No. 20-09 Authorizing Teachers to Teach Outside Their Credential Authorizations
- Action:** Silcox, Costa. **Vote:** Yes-6; No-0; Absent-1(Kaur)

Board Reports:

Trustee Abercrombie passed. Trustee Alexander passed. Trustee Costa passed. Trustee Silcox thanked Julianna Stocking for her presentation. It's important to connect with the county as our source. Trustee Souza is happy to hear some of our SPED kids were back to school today. Last week she attended anti-bullying and diversity and equity meetings. She is happy to see programs will be implemented through the district for students to participate. Trustee Pekari thanked all the presenters. Mr. Burstein and Dr. Boswell had great presentations.

Superintendent Report:

Dr. Stephens commented that we will not need a meeting on December 8th, so the December meeting will be on the 15th. The California Mental Health has a contest each year to support the prevention of suicide and mental health issues. A few students from Kimball High School competed and placed as follows: Autumn Harris received 1st place for her video "Put Yourself in a Black Woman's Shoes"; Madison Hyler-Smith received 3rd place for her artwork "Hands of Justice"; and Jordan Kirby received 4th place for the video "Creating Hope". He sent his

congratulations to each of these students and they will be getting a certificate from the district.

Adjourn: 7:34

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: October 16, 2020
SUBJECT: Conduct a Public Hearing on the Provisions of the Petition for Renewal of the Charter of the Tracy Learning Center's Discovery Charter School

BACKGROUND: On October 5, 2020, a request for renewal of the Charter for the Tracy Learning Center's Discovery Charter School and a signed certification that the petitioner deems the petition to be complete, were submitted by the petitioner to the Tracy Unified School District Office.

RATIONALE: Pursuant to Education Code Sections 47605 and 47607, the District Board of Education must hold a Public Hearing on the provisions of the Charter, at which time the Governing Board of the Tracy Unified School District shall consider the level of support for the petition by teachers employed by the school district, other employees of the school district, and parents.

FUNDING: Not applicable.

RECOMMENDATION: Conduct a Public Hearing on the Provisions of the Petition for Renewal of the Charter of the Tracy Learning Center's Discovery Charter School.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: October 23, 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
NOVEMBER 10, 2020
SUMMARY OF SERVICES**

A. Vendor:	Garland/DBS, Inc.
Site:	District Wide
Item:	Proposal
Services:	Consultant to evaluate the roofing systems for each school site within the District and provide an online database showing each assessment.
Cost:	\$5,000.00
Project Funding:	Unrestricted General Fund/Deferred Maintenance



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: October 21, 2020
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Keith O. Traina for the amount of \$1,000.00 (ck. #127). This donation is a contribution to the Roger Traina Scholarship for the 20-21 school year.
2. Tracy Unified School District/Tracy High School: From Jason Noll, a 2002 Ford Mustang valued at \$450.00. This donation is the Tracy High School's Auto Shop class, it will broaden the types of cars students learn to work on.

West High School:

1. Tracy Unified School District/West High School: From WePay for the amount of \$10,377.90 (ck. #0047295232). This donation was raised using the Snap Raise online platform and it will benefit West High School's Junior Reserve Officers' Training Corps (JROTC) program. This donation will go towards the JROTC military ball, for travel to competitions and for competition uniforms.

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.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: October 26, 2020
SUBJECT: Approve Revised School Site Plans and Budgets for the Remainder of the 2020-2021 School Year

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

RATIONALE: Changes of this nature require both individual School Site Council and Local Education Agency (LEA) Governing Board approval. These changes have been reviewed by District staff, and then approved by the individual School Site Councils during the month of October, 2020. This Agenda Item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure to a safe learning environment that supports staff and student goals.

FUNDING: There is no additional cost for these revisions.

RECOMMENDATION: Approve Revised School Site Plans and Budgets for the Remainder of the 2020-2021 School Year.

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: October 21, 2020
SUBJECT: **Approve Agreement for Special Contract Services with Community Medical Center to Provide Mental Health Services to the TUSD School Readiness Preschool Program for the 2020-2021 School Year**

BACKGROUND: TUSD provides mental health services to students whose emotional state is posing as 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. Students benefit greatly from having behavioral health clinicians on school site campuses, and TUSD relies on this service to aid in its support of students who struggle with emotional issues during the school year. TUSD will contract with Community Medical Center to provide targeted and intensive behavioral health interventions for the TUSD School Readiness Preschool Program using Title 1 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 careers and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals. The TUSD Agreement for Special Contract Services between the School Readiness Preschool Program and Community Medical Center is attached here as a separate cover.

FUNDING: The total cost for contracting the Community Medical Center to provide Mental Health Services to the TUSD School Readiness Preschool Program will not exceed \$9,360.00. This funding will be paid with District Title 1 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Community Medical Center to Provide Mental Health Services to the TUSD School Readiness Preschool Program for the 2020-2021 School Year.

Prepared by: Tania Salinas, Director of 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 Community Medical Center, 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 Mental Health Services @ \$60/hour to the TUSD School Readiness Preschools located at North, South West Park, Villalovoz during 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 156 () [X] HOURS [] DAYS, under the terms of this agreement at the following location North, SW Park, Villalovoz PK.

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 [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$9,360.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a [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 June 1, 2020, and shall terminate on July 1, 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, Rocio Garcia, at (209) 830-3275, x1507 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:

Christine Noguera

CEO

Contractor Signature

Title

Tracy Unified School District

94-2437106

IRS Identification Number

Date

Community Medical Center

Title

Account Number to be Charged

730 N Central Avenue

Address

Department/Site Approval

Tracy, CA 95376

Budget Approval

Date Approved by the Board






#1 TUSD Behavioral Health Services Agreement

Final Audit Report

2020-10-21

Created:	2020-10-21
By:	Raquel Brown (rbrown@cmcenters.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiMLGuL0IQXibDrh-_4MfEMdINEqM_GJ

"#1 TUSD Behavioral Health Services Agreement" History

-  Document created by Raquel Brown (rbrown@cmcenters.org)
2020-10-21 - 11:33:27 PM GMT- IP address: 50.200.12.66
-  Document emailed to Christine Noguera (cnoguera@cmcenters.org) for signature
2020-10-21 - 11:35:31 PM GMT
-  Email viewed by Christine Noguera (cnoguera@cmcenters.org)
2020-10-21 - 11:56:44 PM GMT- IP address: 50.200.12.66
-  Document e-signed by Christine Noguera (cnoguera@cmcenters.org)
Signature Date: 2020-10-21 - 11:57:07 PM GMT - Time Source: server- IP address: 50.200.12.66
-  Agreement completed.
2020-10-21 - 11:57:07 PM GMT



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: October 23, 2020
SUBJECT: **Approve Agreement for Contract Services with Speech Therapy and Accent Group, Inc., for Independent Educational Evaluation/Speech and Language Assessment for the 2020-2021 School Year**

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

RATIONALE: District must offer a continuum of services including, when necessary Independent Educational Evaluations to students when needed. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals 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 Speech Therapy and Accent Group, Inc. contract will not exceed \$2,500.00 for the fiscal year beginning July 1, 2020 and ending June 30, 2021. Special Education contract expenses are funded through 602 funding for Special Education, and budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Agreement for Contract Services with Speech Therapy and Accent Group, Inc., for Independent Educational Evaluation/Speech & Language Assessment for the 2020-2021 School Year.

Prepared by: Sean Brown, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Speech Therapy and Accent Group, Inc. will provide Speech and Language assessments to student as requested in assessment plans to determine if student qualify for Speech and Language services in the educational setting.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 60 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Bohn Elementary.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 2,500.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 2,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [X] 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 \$ 100.00 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 November 14, 2020, and shall terminate on June 30, 2021.
5. This agreement may be terminated at any time during the term by either party upon 45 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Sean Brown, at (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

EAPeng MS,cc-svp
Contractor Signature Title

IRS Identification Number

Director
Title

20161 Skylinks Court
Address
Livermore, CA 94551

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

30 _____
Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: October 27, 2020
SUBJECT: Approve Agreement for Contract Services Between Freedom Soul Media Education Initiatives and West High School for the 2020-2021 School Year

BACKGROUND: Tyson Amir is the founder of Freedom Soul Media Education Initiatives, a Bay Area based company. Mr. Amir is also an author, poet and educator who brings a message of self-worth to students. His interactive facilitated sessions will provide an opportunity for students to develop deeper connections with their culture and history through culturally relevant framework that is common core and content standard aligned. Through the Black Student Union of West High school, African American students will have an opportunity to experience this interactive commentary; but the sessions will be open to all students, parents and the Tracy community. The experience will give specific, practical and inspiring strategies for transforming our school to a place where African American students feel valued and learn at high levels.

RATIONALE: West High would like to continue partnering with Freedom Soul Media Educational Initiatives as one proactive strategy to address the achievement gap facing our African American student population. Here at West High we are constantly seeking ways to support students and parents. With this standards-aligned program we are seeking to engage with our African American students and families and to provide an additional platform for families to partner with us in continuing to build on our school academic culture. Our goal is to work together with students and families on the journey towards higher academic performance and engaged student participation. This aligns with 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 this experience will be a flat rate of \$5,600 for 5 monthly sessions. Paid for from Title 1 funds, line item 1c10 on our school site plan.

RECOMMENDATION: Approve Agreement for Contract Services Between Freedom Soul Media Education Initiatives and West High School for the 2020-2021 School Year.

Prepared by: Dr. Zachary Boswell, West High 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 Freedom Soul Media Education Initiatives, 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 facilitated sessions over the course of the school year. The first 5 sessions will take place online and we will evaluate the feasibility of in-person sessions after February 2021.

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 Five (5) () [] HOURS [X] DAYS, under the terms of this agreement at the following location Online platform.

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

- a. District shall pay \$ \$5,600 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ \$5,600. 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 \$ N/A 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 11/17/20, and shall terminate on 2/16/21 (re-evaluation point).

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, Audrey Harrison, at (209) 830-3370 x3010 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:

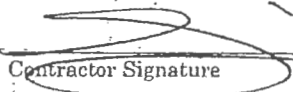
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm 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 Director
84-4749489
IRS Identification Number _____
Freedom Soul Media Education Initiatives
Title _____
3451 35th Ave. #11
Address _____
Oakland, CA. 94619

Tracy Unified School District

Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

34 _____
Date Approved by the Board



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 28, 2020
SUBJECT: Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment

BACKGROUND:

NAME/TITLE

SITE

CERTIFICATED RETIREMENTS

EFFECTIVE
DATE

REASON

Sarale, Olivia
Food Service Worker

Monte Vista

11.20.20

Retirement

BACKGROUND:

NAME/TITLE

CLASSIFIED RESIGNATION

SITE

EFFECTIVE
DATE

REASON

Duenas, Linda
K-8 Library Technician

Kimball

10.26.20

Personal

Haws, Jeffery
Bus Driver

Transportation 10.18.20

Accepted Bus Driver
position with more
hours

McKinney, Kehia
H.S. Administrative Secretary

Kimball

10.29.20

Personal

Nhipali, Shellee
K-8 Library Technician

Poet

11.2.20

Personal

Ruiz, Carlos
Utility Person III

MOT

11.18.20

Accepted Utility
Person III position
with different hours

Seymore, Jason
Utility Person III

MOT

10.18.20

Accepted Irrigation
Specialist/Bus Driver/
Custodian position

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

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



HUMAN RESOURCES MEMORANDUM

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

BACKGROUND:

Chavez, Jose

Haws, Jeffery

Murray, Philip

Naidu, Kevin

CLASSIFIED

Utility Person III (Replacement)
MOT/Central
Range 38, Step A - \$21.53 per hour
8 hours per day
Fund: General Fund and Special Ed
Transportation

Bus Driver (New)
Transportation
Range 38, Step D - \$24.79 per hour
6 hours per day
Fund: Special Ed Transportation

Special Education Para I (Replacement)
Kimball High
6 hours per day
Range 24, Step B - \$16.28 per hour
Fund: Sped -Idea Bas Grant Entl

Utility Person II (Replacement)
MOT/Williams
Range 35, Step A - \$20.10 per hour
8 hours per day
Fund: General Fund Unrestricted

Osmani, Nazifa	IEP Para Educator I (Replacement) Williams Middle School Range 24, Ste C - \$17.07 6.5 hours per day Fund: Special Education
Ruiz-Mendoza, Susana	Bilingual Para Educator I (Replacement) North School Range 24, Step A - \$15.56 per hour 6 hours per day Fund: VOC Prgs-Voc&ApplTech Prep Ed
Ruiz, Carlos	Utility Person III (Replacement) MOT/KHS Range 38, Step B - \$22.56 per hour 8 hours per day Fund: General fund, Special Ed Transportation
Sanchez, Jessica	Elementary Attendance Clerk (Replacement) North School Range 28, Step A - \$17.07 per hour 8 hours per day Fund: General Fund
Seymore, Jason	Irrigation Specialist/Bus Driver/Custodian (New) MOT/Various Sites Range 38, Step D - \$24.79 per hour 8 hours per day Fund: Special Ed Transportation and Ongoing and Major Maintenance

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 22, 2020
SUBJECT: Approve Declaration for a Provisional Internship Permit

BACKGROUND: In response to the phasing out of emergency permits, the California Commission on Teacher Credentialing has instituted the use of the Provisional Internship Permit (PIP) effective July 1, 2005. It allows an employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. This permit can only be requested by the employing agency. The permits are issued for one year and service is restricted to that employing agency.

RATIONALE: The Provisional Internship Permit allows the employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. This agenda item meets District Goal #2: Hire, support, develop, train and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the District

RECOMMENDATION: Approve Declaration for a Provisional Internship Permit.

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 employ the following teacher under a Provisional Internship Permit. The individual will be provided orientation, guidance and assistance during the valid period of the permit. She will also be provided assistance to seek and enroll in subject matter training, if necessary, in an effort to pass the subject matter competency exam. Once the exam is passed, she will be eligible for an Intern Permit.

Mireya Rhys Dander, SDC Mild/Moderate, Tracy High School

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 28, 2020
RE: **Approve Unpaid Student Teaching, Field Experience, and Practicum Agreement with National University**

BACKGROUND: Tracy Unified School District encourages colleges and universities to place students in our schools to fulfill their requirements for obtaining their credential. This has aided the District in increasing the number of candidates that are available for a variety of positions within the District. A contract between National University and Tracy Unified School District will expand options for meeting staffing needs. This agreement is effective November 10, 2020 through November 9, 2025.

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

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Unpaid Student Teaching, Field Experience, and Practicum Agreement with National University.

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



UNPAID STUDENT TEACHING, FIELD EXPERIENCE AND PRACTICUM AGREEMENT

This agreement, effective on November 10, 2020, made by and between National University, a California non-profit public benefit corporation (the "University") and Tracy Joint Unified School District, a public entity (the "Institution"), with reference to the following facts:

ARTICLE 1 **RECITALS**

1.1 Section 35160 of the California Education Code provides that the governing board of any Institution may initiate and carry on any program or activity, or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which the Institution is established.

1.2 An agreement by Institution to provide student teaching or practicum field experience to students enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (the "Commission") is not inconsistent with the purposes for which the Institution is established.

1.3 The University is accredited by the Western Association of Schools and Colleges and University Commission ("WSCUC"), and its education credential programs have been approved by the Commission.

1.4 The University desires that the Institution provide student teaching to students enrolled in the University's teacher training curricula and/or practicum field experience to students enrolled in the University's student counseling and other credential curricula. The Institution agrees to provide such student teaching and/or practicum experience on the terms and conditions specified in this Agreement.

ARTICLE 2 **DEFINITIONS**

2.1 "Institution" shall be inclusive of any District, Charter or School.

2.2 "Student" shall refer to a student enrolled in a program at the University which is approved by the commission and which leads to an education credential.

2.3 "Candidate" shall refer to the active participation by a Student in the duties and functions of a school counselor or psychologist under the direct supervision and instruction of one or more School/Practicum Supervisors.

2.4 "Master Teacher" shall refer to an employee of the Institution holding a valid, clear teaching credential issued by the Commission typically with three or more years teaching experience.

2.5 "Student Teaching" shall refer to the active participation by a Student in the duties and functions of classroom teaching under the direct supervision and instruction of one or more Master Teachers.

2.6 "Student Teaching Assignment" shall typically refer to a full day of Student Teaching, five days a week

for 12 to 18 weeks, dependent upon program. Student Teaching Assignments shall satisfy all requirements of the Commission.

2.7 "School or Practicum Supervisor" shall refer to an employee of the Institution holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the Institution typically with three or more years experience as a school counselor, school psychologist, school social worker, or other education specialist.

2.8 "Practicum" shall refer to the participation by a Student in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more School/Practicum Supervisors in order to develop the Candidates abilities in various aspects of their respective program.

2.9 "Practicum Assignment" shall consist of between 90 and 600 hours of Practicum depending upon the specific program requirements.

2.10 "Field Experience" shall refer to the participation by a Candidate in the duties and functions of a school counselor or psychologist under the direct supervision and instruction of a credentialed school counselor or psychologist. Under the supervision of one or more Practicum Supervisors shall provide candidates with the opportunity to demonstrate the full range of skills acquired during practicum, develop additional knowledge and skills, and provide direct and indirect services to pupils, parents, and school staff in all areas of training. Field Experience hours, location of participation, and qualifications vary depending upon the specific program requirements.

2.11 "Clinical Practice" are the hours of Practice Field Experience that vary depending upon the specific program requirements.

2.11 "Quarter Unit" shall refer to the amount of academic credit earned by a Student through the successful completion as determined by the University of approximately 25 hours of Student Teaching or between 20 to 40 hours of Practicum.

ARTICLE 3

TERMS AND CONDITIONS

3.1 Student Teaching, Field Experience and/or Practicum. The Institution shall provide University students with Student Teaching, Field Experience and/or Practicum in schools and classes of the Institution under the direct supervision and instruction of a Master Teacher or Practicum Supervisor as defined in Sections 2.4 and 2.7. The University and the Institution from time to time shall agree as to the number of students assigned to the Institution for Student Teaching, Field Experience and/or Practicum.

3.2 Institution Determination. The Institution at their sole discretion may refuse to accept, or may terminate, any Student assigned to the Institution for Student Teaching, Field Experience and/or Practicum based upon its good faith determination that the Student is not performing to the standards of the Institution. Upon written notification by the Institution, the University shall promptly terminate the Student's assignment to the Institution.

3.3 University Determination. The University shall determine the number of units of Student Teaching, Field Experience and/or Practicum each Student shall receive. Students shall be able to be eligible for more than one Student Teaching, Field Experience, and/or Practicum Assignment at the Institution.

3.4 Institution Reimbursement. University shall provide the Institution for supervision of Student Teaching, Field Experience and/or Practicum at the completion of each semester or quarter, based on the number of units earned by the student teacher or by a predetermined amount. The University determines the

rate, as set forth in “Exhibit A”. The University will make such payment directly to the Institution. Institution acknowledges University Payment depends on the length of supervision where long and/or short assignments are assessed on a pro-rated basis, as set forth in “Exhibit A.” Institution shall submit an invoice based on generated report received from the University Honorarium Specialist. Stipend provided is based on the amount set forth in “Exhibit A” for supervision of University Candidate(s). The total stipend amount for supervision per student shall not exceed six hundred (\$600). Upon receipt of invoice correlating to the University’s Honorarium Specialist report, University shall pay the Institution at earliest convenience following the date the Institution’s invoice is received.

3.5 Insurance. The Institution and the University will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 (one million dollars) for each occurrence and \$2,000,000 (two million dollars) in the aggregate, with no exclusion for molestation or abuse. The Parties will provide proof of such insurance upon execution of this Agreement to each other. For purposes of this Agreement, each of the Parties will provide workers’ compensation insurance coverage for their own employees, and Students are not employees of the Institution. See Exhibit 1 for additional insurance requirements.

The Parties acknowledge that all Students are not employees of the Institution and are not entitled to benefits of any kind or nature normally provided employees of the Institution and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers’ Compensation. Students’ primary coverage for Student injuries shall be Students’ personal medical insurance.

3.6 Termination of Assignment. In the event a Student Teaching Assignment or Practicum Assignment is terminated before it is completed, the Institution shall receive reimbursement of costs at the rate provided in Article 3.4 pro-rated to the nearest completed Quarter Unit.

3.7 Representations. The University represents that all Students assigned to the Institution for Student Teaching or Practicum are validly enrolled in a University credential program approved by the Commission. The University makes no other representation, express or implied, about, or assumes any responsibility for, the Student’s fitness or qualification to participate in the Student Teaching or Practicum. Nothing in this Agreement shall be construed as a delegation by the Institution to the University of any of the Institution’s duties and responsibilities for operation or supervision of the schools or classes of the Institution.

3.8 Certificate of Clearance. In accordance with California Education Code Section 44320, each credential candidate prior to assignment to Institution must obtain at their sole expense a “Certificate of Clearance,” which includes a complete Live Scan Service. Tracy Joint Unified School District requires fingerprinting to be completed through TUSD at the cost of \$25.00.

3.9 Tuberculosis Clearance. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to Institution must obtain at the candidate’s sole expense an examination by a licensed physician or surgeon within the past three (3) years to determine that he or she is free of active tuberculosis, prior to beginning the candidate’s assignment in the Institution.

3.10 Video Assessment. Institution and University agree the use of video recording equipment on any Institution property, including but not limited to, Institution classrooms, is solely for the purpose of assessing student teachers as part of the credentialing process. The Institution shall provide University Site Support Providers with any or all applicable rules, regulations, and instructions relating to the assessment of student teachers. The University and Institution agree no video recording of any student teacher will occur without prior written notification of the name of the student teacher as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the school within the Institution shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in section 3.12 of this agreement.

3.11 Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction of all student teachers and any other University personnel in connection with the assessment of the student teachers, including, but not limited to, all classroom video recording of the student teachers, shall be at the University's sole discretion.

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

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

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

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

3.15 Unpaid Student Teaching and Practicum Parameters. University and Institution agrees and understand that Unpaid Students/Candidates are not employees of the Institution and are not entitled to benefits of any kind or nature normally provided employees of the School and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. Students' primary coverage for Student injuries shall be Students' personal medical insurance. School further understands and agrees to the following pursuant to the Fair Labor and Standards Act ("FLSA"):

- (a) Student and Institution understand that there is no expectation of compensation;
- (b) The Field Experience is similar to that which would be given in an educational environment;
- (c) The Field Experience is tied to the Student's formal education program by integrated coursework or the receipt of academic credit;
- (d) The Field Experience timeframe with the Student and Institution corresponds to program in which the student is enrolled;
- (e) The duration of the Field Experience for each student is limited to the duration of time either to complete the practicum hours or the end of the course;
- (f) The student's Field Experience complements, rather than displaces, the work of paid employees while providing significant educational benefits to the Student; and
- (g) Institution understands that Student is participating in the Field Experience for experience

and is not entitled to a job at the conclusion of the Field Experience.

3.16 School Site-employed supervisors must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments, including the TPEs and the California Teaching Performance Assessment (CAL TPA). School Site employed supervisors are required to complete a minimum of 10 hours of initial orientation provided through National University on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the TPEs and the CAL TPA.

3.17 School Site with Student Teachers, Practica, field experience, and/or practicum candidates must have a fully qualified administrator.

3.18 As applicable to a particular program, University may request use of video capture for candidate reflection and CAL TPA completion to reflect to the extent possible Student Teacher's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards for their program. School Site shall inform Credential Student Teachers of video recording policies in place for the CAL TPA task video capture requirement.

ARTICLE 4

GENERAL PROVISIONS

4.1 Term. This Agreement shall commence as of the Effective date on page 1 and shall continue for a period of five (5) years or sooner if either party gives thirty (30) days written notice of its intent to terminate this Agreement, unless extended by mutual consent or agreement of the parties. Provided, however, all Students receiving Student Teaching or Practicum from the District as of the date of such notice shall be permitted to complete their Student Teaching Assignment or Practicum Assignment so long as said student is not the cause of the termination of the agreement.

4.2 Attorney's Fees. In the event any party hereto commences litigation for the interpretation, specific performance, or damages for the breach of this Agreement, the prevailing party shall be entitled to a judgment or award against the other in an amount equal to reasonable attorney's fees and expenses incurred, together with all other appropriate legal or equitable relief.

4.3 Notices. All notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given as of the second business day after mailing by United States mail, postage pre-paid addressed to the addresses on page four hereof, or to such other address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth. Personal delivery of such notice, demand, or communication may also be made to the above-described addressees and shall be deemed given as of the date of such delivery.

4.4 Integration Clause. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

4.5 General Provisions. This Agreement (i) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (iii) shall be construed and enforced in accordance with the laws of the State of California, and (iv) has been executed at San Diego, California as of the last date set forth below.

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

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

4.7 Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be communicated to the other party in writing in advance of any filed litigation to provide the parties a further opportunity to reach a resolution by means of formal mediation.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first written above.

NATIONAL UNIVERSITY

Tracy Joint Unified School District

By _____
Dave C. Lawrence, MBA, Ed.D.
Vice Chancellor, Finance

By _____
Tammy Jalique

University Contact Information/contract return:
Contract Coordinator
National University
9980 Carroll Canyon Road
San Diego, CA 92131
(858) 642-8310
credcontracts@nu.edu

Institution Contact Information:
Tracy Unified School District
1875 W. Lowell Ave.
Tracy, CA 95376
209-830-3260

EXHIBIT A**Student Teaching, Field Experience & Practicum Programs**

Institution and **University** wish to partner to support the following Student Teaching & Practicum Programs:

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

Honorariums:

University shall reimburse Institution a predetermined amount for supervision of each student teaching or practicum course. Rate is determined by periods supervised (Attachment A). Total stipend amount per student shall not exceed six hundred (\$600) dollars. Institution must submit an invoice based on generated report received from University Honorarium Specialist. Upon receipt of invoice, University shall pay Institution one month following invoice date.

- Honorariums are based on amount of supervision to include the following programs: **Teacher Education Credential; Special Education Credential; and Preliminary Administrative Services Credential**. Student Teaching and Practicum courses each carry a stipend amount of \$300 per course. A maximum of \$600 can be earned for each student. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	$\$300 \times .25 = \75	One Period	33%	$\$300 \times .33 = \99 rounded to \$100
Two Periods	50%	$\$300 \times .50 = \150	Two Periods	66%	$\$300 \times .66 =$ rounded to \$200
Three Periods	75%	$\$300 \times .75 = \225	Three Periods	100%	3 periods =
Four or More Periods	100%	4 periods or more = \$300	*****	*****	*****

- Honorariums for Practicum courses for the following programs: **PPS Educational Counseling** and **PPS School Psychology**. Programs are \$150.00 each. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	\$37.50	One period	33%	\$50.00
Two Periods	50%	\$75.00	Two Periods	66%	\$100.00
Three Periods	75%	\$112.50	Three Periods	100%	\$150.00
Four Periods	100%	\$150.00	*****	*****	*****



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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 28, 2020
SUBJECT: Approve a Variable Term Waiver for John S. Morris- Certificate of Completion of Staff Development (SDAIE)

BACKGROUND: Variable Term Waiver provides additional time to complete the requirements for the credential that authorizes service or to provide employing agencies time to fill the assignment with an individual who either holds an appropriate credential or qualifies under one of the available assignment options.

RATIONALE: Sergeant Morris holds a Preliminary Designated Subject Special Subjects Credential in Reserve Officer Training Corps (ROTC). A Variable Term Waiver is needed to allow him time to complete the program requirement and obtain his clear credential which will include the Specially Designated Academic Instruction Delivered in English for English Learners (SDAIE) authorization.

FUNDING: None.

RECOMMENDATION: Approve a Variable Term Waiver for John S. Morris- Certificate of Completion of Staff Development (SDAIE)

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

**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.

John S Morris, Jr. ROTC at West High School, Grades 9th-12th

AYES:
NOES:
ABSTAIN:
ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 28, 2020
RE: **Approve Amendment for Current Memorandum of Understanding for Teacher Preparation Program Agreement with The Regents of the University of California**

BACKGROUND: This amendment covers universal COVID-19 interim policy for the students seeking fieldwork experience with Tracy Unified School District.

RATIONALE: There is currently a Memorandum of Understanding between The Regents of the University of California and Tracy Unified School District for students enrolled in the teacher preparation program. The current Memorandum of Understanding agreement is valid as of February 02, 2019 through June 30, 2023.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Amendment for Current Memorandum of Understanding for Teacher Preparation Program Agreement with The Regents of the University of California.

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

**TEACHER PREPARATION PROGRAM AGREEMENT
BY AND BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
TRACY SCHOOL DISTRICT**

This First Amendment ("Amendment") to the TEACHER PREPARATION PROGRAM AGREEMENT ("Agreement") is effective as of the date of last signature below between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation on behalf of the University of California, Merced, Extension Education Programs (hereinafter referred to as "UNIVERSITY") and TRACY SCHOOL DISTRICT (hereinafter referred to as ("DISTRICT")) collectively referred to as PARTY OR PARTIES.

AMENDMENT

The PARTIES agree as follows to amend the Agreement as follows:

I. TERM

This Agreement shall continue in full force and effect through June 30, 2022. The PROGRAM Year shall end in June, with the exact day varying from year to year as determined by the then-current applicable DISTRICT certificated work year calendar.

II. COVID-19 INTERIM POLICY

- A. Pursuant to recommendations of federal, state and local health officials, The UC requires compliance with **Interim Policy – Universal Requirements for Physical Mitigations and Reduction of the Transmission of COVID-19:**

http://policies.ucmerced.edu/sites/policies.ucmerced.edu/files/documents/policies/interim_policy_on_physical_mitigation_and_reduction.pdf

- B. All activities, as applicable, in Agreement, shall be performed in compliance with Interim Policy.
- C. UNIVERSITY and DISTRICT shall work collaboratively for the health and safety of all PARTIES.
- D. Candidates in clinical practice will follow all health and safety guidelines in place from the DISTRICT.
- E. Candidates will co-plan, teach and film, then reflect on their practice with a UC Mentor via Zoom. The UC Mentor will provide the link to the candidate using a UC Merced account.
- F. From time to time as public health recommendations change, UNIVERSITY and DISTRICT may modify processes in this area by mutual written agreement.

IN WITNESS WHERE OF, the PARTIES hereto on the day and year written below have executed his Amendment.

TRACY SCHOOL DISTRICT

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

Authorized Signature

Authorized Signature

Name (Printed or Typed)

Name (Printed or Typed)

Title

Title

Date

Date



Interim Policy -- Universal Requirements for Physical Mitigation and Reduction of the Transmission of COVID-19

Responsible Officials:	Vice Chancellor, Physical Operations, Planning and Design Vice Chancellor, Student Affairs Executive Vice Chancellor and Provost
Responsible Offices:	Department of Public Safety and Police
Issuance Date:	June 4, 2020
Effective Date:	Immediately effective
Summary:	This interim policy sets forth universal requirements applicable to all campus affiliates and non-affiliates for physical mitigation and reduction of the transmission of COVID-19 at UC Merced facilities, including, but not limited to the main and downtown campuses, Promenade, Fresno Center, Castle, and all field stations, reserves and other remote research locations.
Scope:	This interim policy applies to all staff, faculty, students, volunteers and non-affiliates entering or physically present on University property and facilities controlled by the Merced campus. Non-affiliates include, but are not limited to vendors, service providers, suppliers, and visitors and guests.

Contact:	Chou Her, Executive Director Public Safety and Police
Email:	cher@ucmerced.edu
Phone:	(209) 228-7941

I. REFERENCES AND RESOURCES

Federal Laws and Regulations

- [FEMA-4482-DR-CA](#)
- [CDC: Interim Guidance for Administrators of US Institutions of Higher Education](#)
- [CDC: Guidance for Institution of Higher Education with Students Participating in International Travel or Study Abroad Programs](#)
- [CDC: Social Distancing Guideline](#)

State Laws and Regulations

- [Executive Order N-25-20](#)

- [Executive Order N-33-20](#)
- [Merced County Stay-at-Home Order](#)

UC Policies

- [Regents Principles for Responsible Operation of University Locations in Light of the SARS-CoV-2 Pandemic](#)
- [Regents Standing Order 100.6: Duties of the Chancellors](#)
- [UC Policy: Management of Health, Safety and the Environment](#)
- [Executive Order: Paid Administrative Leave related to COVID-19](#)

Guidelines/Resources

- [UC Merced Emergency Preparedness: COVID-19 Resources](#)

II. POLICY/PROCEDURE SUMMARY & SCOPE

This interim policy is effective immediately and will remain in effect until revoked by the Chancellor based on guidelines and recommendations regarding the incidence and spread of the COVID-19 virus. It sets forth basic physical requirements, including use of face coverings and physical distancing, applicable to all individuals entering or present on University property controlled by the Merced campus, including all campus and remote facilities, to mitigate and reduce the transmission of COVID-19 ("Universal Requirements"). Facility-specific guidance will be provided for each category of University facilities before a facility is returned to increased in-person use. Compliance with this guidance is mandatory under this policy. To the extent there is a conflict between these Universal Requirements and facility-specific guidance, the facility specific-guidance applies when entering and present in the facility.

All campus constituents, including, but not limited to, staff, faculty, students and volunteers, and non-affiliates, including, but not limited to, vendors, service providers, suppliers and visitors and guests, must adhere to these requirements at all times. Failure to comply with this interim policy may result in discipline. Violators will be required to comply or leave University property and facilities immediately.

III. DEFINITIONS (if applicable)

Campus affiliates: Includes all individuals affiliated with the University of California as staff, faculty, students, and volunteers.

Non-affiliates: Includes all individuals seeking entry to or present on University property and facilities, including, but not limited to, members of the public, visitors, service providers, suppliers, visitors and guests.

University property and facilities: Includes all property and facilities owned, leased or operated by the University of California, Merced campus, including, but not limited to the main and downtown campuses, Promenade, Castle, the Fresno Center, and all field stations, reserves and other remote research locations, operated by the Merced campus.

IV. POLICY TEXT

All campus constituents and non-affiliates must comply with the following physical mitigation measures when present on University property controlled by the Merced campus, including all campus and remote facilities. Entry and presence in Merced campus facilities without complying with the requirements of this policy are unauthorized and violators will be asked to comply or leave immediately.

- All individuals must wear face coverings, except when located alone in a private office, when eating and physically distanced by at least 6 feet, in the individual's own campus residence, or when outside and located more than six feet away from any other individual.
- All individuals must engage in physical distancing at all times and remain six feet or more away from other individuals, except those individuals with whom they share their primary residence.
- Individuals should not congregate on University property or in University facilities, including indoor and outdoor common areas and private rooms and offices, except when attending University sponsored and controlled events, such as classes and lectures, and must maintain physical distancing of six feet or more at all times. This includes when seated or standing in classrooms, dining facilities, in private spaces such as offices and conference rooms, and in all other common areas such as kitchens, breakrooms, restrooms, patios, courtyards and other outside common areas. Individuals are allowed to stand in organized lines while waiting for service at University facilities; however, individuals must remain six feet or more from any other individual and may not remain in a service area after they have received service.
- All individuals must participate in the campus personal health screening and/or self-screening process, and any facility access screening, including any symptomatic and asymptomatic testing, in order to enter UC Merced facilities and physical spaces.
- Individuals may not enter University facilities if they have tested positive for COVID-19 or feel unwell physically, and should immediately contact their supervisor to approve remote work or to approve the use of available leave.
- All individuals must follow all facility-specific guidance provided by the University when entering or present in University facilities, in addition to these Universal Requirements. The facility-specific guidance controls if there is a conflict with these Universal Requirements.
- All individuals must follow all guidance provided by the University regarding cleaning and disinfection of their personal workspace and/or dorm room.
- All individuals must follow all University directions regarding the availability of space on campus and may not use space that has been designated as closed by the University.
- Individuals may not remove/rearrange furniture/equipment in any University space unless it has been approved by Physical Operations, Planning, and Development (POPD) or the unit responsible for management of the space. Doing so may impact the capacity and physical distancing achieved in the space.

V. PROCEDURES

Compliance with this interim policy will be implemented and monitored by the units responsible for each of the University facilities and/or activities. All individuals must follow directives to comply with this policy by University staff charged with implementing and monitoring compliance. Individuals that violate this policy may receive a discretionary warning, but are nonetheless subject to discipline under the policies applicable to unrepresented staff, collective bargaining agreements, the Academic Personnel Manual (APM) and the student conduct policies contained in Policies Applying to Campus Activities, Organizations and Students (PACAOS). For purposes of these policies, violations of the requirements of this policy are deemed to be a threat to public health and to members of the campus community.

Individuals that witness violations of this policy may make a report to their supervisor or by email to UC Merced's COVID Response Center at COVIDResponseCtr@ucmerced.edu. All reports will be referred to the unit responsible for the University facility or activity for follow up. The responsible units may also refer the matter to [Human Resources](#), [Academic Personnel Office](#) or [Office of Student Rights and Responsibilities](#) to determine if discipline is merited.

VI. POLICY REVISION HISTORY

Date	Action/Summary of Changes
June 4, 2020	Interim policy issued
August 25, 2020	Technical update: replaced contact information for reporting violations of this policy